

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez (“Plaintiffs”) and Defendant Barbosa Cabinets, Inc. (“Barbosa”). The Agreement refers to Plaintiffs and Barbosa collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Barbosa captioned *Theresa Atkins, et al., v. Barbosa Cabinets, Inc., a California Corporation and DOES 1 through 50, inclusive*, initiated on April 2, 2021, and pending in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2021-2842.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.1 “Class” means all current and former California-based non-exempt hourly employees of Barbosa who worked at least one Workweek from April 2, 2017, through June 13, 2024.
- 1.2 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.3 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.4 “Class Data” means Class Member information in Barbosa’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.
- 1.5 “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 a PAGA Member).

- 1.6 “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.
- 1.7 “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 and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.8 “Class Period” means the period from April 2, 2017, through June 13, 2024.
- 1.9 “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.10 “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.11 “Court” means the Superior Court of California, County of San Joaquin.
- 1.12 “Barbosa” means the named Defendant Barbosa Cabinets, Inc.
- 1.13 “Defense Counsel” means Mary C. Dollarhide and Taylor Wemmer of DLA Piper LLP (US).
- 1.14 “Effective Date” means the date by which the Court’s order granting Final Approval of the Settlement becomes final and is no longer subject to appeal. Such order becomes final upon the following events: (i) the Court issuing an order granting Final Approval of the Settlement, (ii) the expiration of time to file an appeal per California Rule of Court 8.104 or any other applicable statute/rule, and (iii), in the event an appeal is filed, the resolution of any and all appeals filed.
- 1.15 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.16 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.17 “Gross Settlement Amount” means \$3,450,000, which is the total amount Barbosa agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administrator's Expenses, and the employer's portion of FICA, FUTA, and all other state and federal payroll taxes. The Settlement is non-reversionary.

- 1.18 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.19 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.20 "Judgment" means the judgment entered by the Court based upon the Final Approval. In connection with final approval of the settlement, entry of a judgment in accordance with California Rule of Court 3.769 will read "Judgment Approving Settlement with No Admission of Liability." "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.21 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.22 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.23 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.24 "PAGA Member" means all current and former California-based non-exempt hourly employees of Barbosa who worked at least one pay period from April 1, 2020, through June 13, 2024.
- 1.25 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Barbosa for at least one day during the PAGA Period.
- 1.26 "PAGA Period" means the period from April 1, 2020, through June 13, 2024.
- 1.27 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.28 “PAGA Notice” means Plaintiffs’ April 1, 2021 letter and amended notice on July 29, 2021 (collectively) to Barbosa and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.29 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$12,500) and 75% to the LWDA (\$37,500) in settlement of the PAGA claims.
- 1.30 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.31 “Plaintiffs” means Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez, the named Plaintiffs in the Action.
- 1.32 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.33 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.34 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.35 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.36 “Released Parties” means Barbosa Cabinets, Inc., and any and all its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.
- 1.37 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.38 “Response Deadline” means 30 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.39 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.40 “Workweek” means any week (defined as 12:00 a.m. on Sunday through 11:59 p.m. on Saturday) during which a Class Member worked for Barbosa on at least one day during the Class Period.

2. **RECITALS.**

- 2.1 On April 2, 2021, Plaintiffs filed suit in San Joaquin Superior Court, asserting claims based on Barbosa’s alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) violation of California’s Unfair Competition Law (“UCL”); and (8) PAGA Penalties
- 2.2 On May 12, 2021, Barbosa timely answered the complaint, denying the claims and asserting various affirmative defenses.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Barbosa and the LWDA by sending the PAGA Notice.
- 2.4 On March 2, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which did not result in a settlement. Thereafter, after extensive litigation, on March 14, 2024, the Parties participated in a second mediation presided over by Steve Serratore, Esq., which led to this Agreement to settle the Action. The parties entered into a Memorandum of Understanding (“MOU”) on April 19, 2024. The MOU is integrated into the Agreement as **Exhibit B**. If there is any conflict between the two documents, this Agreement shall control.
- 2.5 Prior to mediation, Plaintiffs obtained, through formal and informal discovery, a sampling of time and corresponding pay records belonging to approximately 25% of Class Members, relevant Barbosa policies, Plaintiffs’ time and payroll records and wage statements, and the total number of Class Periods Employees and workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Barbosa promises to pay \$3,450,000.00, and no more, as the Gross Settlement

Amount, which is inclusive of any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Barbosa has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Barbosa.

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

3.2.1 To Plaintiffs: Class Representative Service Payment to Plaintiff Atkins of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Class Representative Service Payments to Plaintiffs Robaina, Rafael, and Lainez of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Barbosa will not oppose the Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$1,150,000.00 (representing one-third of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$75,000. Barbosa will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising

from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Barbosa harmless, and indemnifies Barbosa, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$12,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$12,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The employer's portion of FICA, FUTA, and all other state and federal payroll taxes will also be deducted from the Gross Settlement Amount. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for

distribution to Participating Class Members on a pro rata basis according to their respective workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$50,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by dividing the amount of the PAGA Member's 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Barbosa will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Barbosa has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Barbosa must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. The Settlement Administrator will provide Barbosa with wire transfer information within three (3) days after the Effective Date. Barbosa shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

- 4.3 Payments from the Gross Settlement Amount. Within ten days after Barbosa funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 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 PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven 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.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class

Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Barbosa to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Barbosa fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiffs. In consideration of Plaintiffs' awarded Class Representative Service Payments, Plaintiffs' Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, each named Plaintiff, Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release any and all known and unknown claims, including but not limited to those raised in the Lawsuit, and those arising from or related to his or her employment with Barbosa that arose on or before the date each signs this agreement against Barbosa and the Released Parties. Expressly excluded from Plaintiffs' release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. Plaintiffs agree and understand that Barbosa and Plaintiffs have had a bona fide dispute regarding, inter alia, wages owed. Plaintiffs also waive all rights they might have based on any unknown and undiscovered facts. They also waive all rights in California Civil Code Section 1542, which provides as follows:

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

The Plaintiffs shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that each does not know or suspect to exist in his/her favor at the time of the approval of this Settlement Agreement.

- 5.2 Release by Participating Class Members. In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Barbosa, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (“Released Parties”) from (i) all claims that were alleged, or reasonably could have been alleged, under state or federal law, based on the facts stated in the operative complaint during the Covered Period and ascertained in the course of the Action including claims for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to pay all due wages at termination; (f) failure to provide accurate itemized wage statements; (g) unfair competition; (h) failure to pay for all time worked based on rounding of time; (i) regular rate of pay errors; (j) liquidated damages, and any other related civil and statutory penalties, including those recoverable under PAGA; and (k) all attorneys’ fees, interest, and litigation costs related to these claims arising during the Covered Period (“Class Members’ Released Claims”). The Class Members’ Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1193.6, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; all applicable California Industrial Wage Orders, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders (including but not limited to Wage Order Nos. 1 and 4). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.(the “Class Members’ Released Claims”).
- 5.3 Release by PAGA Members. In consideration for their awarded PAGA Payments, as of the date the Settlement becomes Final, all PAGA Members will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA California Labor Code § 2698 et. seq.), in addition

to interest, attorneys' fees, litigation costs, against Barbosa and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action and PAGA Notice(s) or that could have been alleged based on the factual allegations in the Action and PAGA Notice(s) (the "Released PAGA Claims"). All PAGA Members who worked for Barbosa during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiffs will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)));

6.2 **Responsibilities of Counsel.** Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 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 order to the Administrator.

- 6.3 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used

to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 30 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Barbosa or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number and is signed by the Class Member. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall notify both Class Counsel and Defense Counsel regarding the total number of individuals who have timely submitted valid Requests for Exclusion and the total number of individuals who submitted invalid Requests for Exclusion. Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
- 7.7.2 In order to object to the Settlement, Participating Class Members must file his or her objection, as well as serve it on the Parties and the Settlement Administrator. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final

Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only

of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The Parties agree that at the time of mediation the putative Class Members worked approximately 112,000 Work Weeks according to Barbosa's records between April 2, 2017 and March 14, 2024. If it is determined that the number of Work Weeks worked by Class Members increase by more than ten percent (10%) (i.e., by more than 11,200 Work Weeks for a total of 123,200 Work Weeks) by the end of the Covered Period, the Maximum Settlement Amount will be increased by the same number of percentage points above 10% by which the actual number of Work Weeks exceeds 123,200. For example, if the actual number of Work Weeks is determined to be 12% higher than 112,000, the Class Settlement Amount will be increased by 2%. Notwithstanding the foregoing, Barbosa may instead elect to end the Covered Period on the date before the number of Work Weeks reaches 123,200, rather than pay the additional amounts otherwise required by this paragraph. Under no circumstances shall the end of the Covered Period be later than the date of the Court issues the Preliminary Approval Order or June 13, 2024, whichever is earlier.
9. **BARBOSA'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Payments represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, Barbosa will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Barbosa must exercise this right within 10 calendar days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 5 calendar days after the deadline for submission of opt-outs. If Barbosa exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. Class Members who, prior or subsequent to the opt-out period, enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a "Class Member" and will not receive a distribution under this settlement.

If Barbosa does not exercise its right to rescind the Settlement based on the number of Class Members who elect not to participate in the Settlement, class counsel will promptly move for final approval of the Settlement, which motion will include a request for final approval of an award of the Class Representative Service Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment pursuant to the Settlement, which motion and requests Barbosa will not oppose as long as it is consistent with the terms of parties' Settlement.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment to read “Judgment Approving Settlement with No Admission of Liability” (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** The parties waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement.
- 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court’s concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payments or any payments to Class Counsel shall not

constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

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

12. **ADDITIONAL PROVISIONS.**

- 12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Barbosa that any of the allegations in the Operative Complaint have merit or that Barbosa has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Barbosa's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Barbosa reserves the right to contest certification of any class for any reasons, and Barbosa reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Barbosa's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Barbosa, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The named Plaintiffs agree not to opt-out of the Settlement or object to this Agreement.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7 No Tax Advice. Neither Plaintiffs, Class Counsel, Barbosa 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.
- 12.8 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.
- 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10 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.
- 12.11 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.
- 12.12 Confidentiality. Plaintiffs and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media. No reference to this settlement, including any reference to a settlement reached with a cabinet and/or countertop manufacturing/installation company will appear in any advertisement, on any website or elsewhere. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents

and information which is made a public record as part of the Settlement. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiffs and his attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiffs or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Barbosa may rescind the Settlement, rendering it null and void.

- 12.13 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 Barbosa 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Barbosa unless, prior to the Court's discharge of the Administrator's obligation, Barbosa makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:
- 12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Mehrdad Bokhour

mehrdad@bokhourlaw.com

BOKHOUR LAW GROUP, P.C.

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

To Barbosa:

Mary Dollarhide

mary.dollarhide@us.dlapiper.com

Taylor Wemmer

taylor.wemmer@us.dlapiper.com

DLA PIPER LLP

4365 Executive Drive, Suite 1100

San Diego, CA 92121

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

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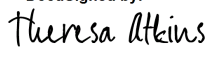
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12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

6/6/2024
Dated: June __, 2024

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Plaintiff Theresa Atkins

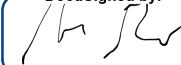
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Dated: June __, 2024

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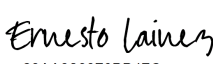
Plaintiff Khol Rafael

6/7/2024
Dated: June __, 2024

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Plaintiff Leonardo Robaina

6/7/2024
Dated: June __, 2024

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Plaintiff Ernesto Lainez

Dated: June __, 2024

Defendant Barbosa Cabinets, Inc.

Approved As to Content:

6/6/2024

Dated: June __, 2024

BOKHOUR LAW GROUP, P.C.

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Mehrdad Bokhour
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Mehrdad Bokhour
Attorneys for Plaintiffs

6/6/2024

Dated: June __, 2024

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C

Joshua Falakassa
Attorneys for Plaintiffs

Dated: June __, 2024

DLA PIPER LLP (US)

Mary C. Dollarhide
Taylor Wemmer
Attorneys for Barbosa Cabinets, Inc.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: June __, 2024

Plaintiff Theresa Atkins

Dated: June __, 2024

Plaintiff Khol Rafael

Dated: June __, 2024

Plaintiff Leonardo Robaina

Dated: June __, 2024

Plaintiff Ernesto Lainez

Dated: June 7, 2024



Defendant Barbosa Cabinets, Inc.

Approved As to Content:

Dated: June __, 2024

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiffs

Dated: June __, 2024

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiffs

Dated: June 6, 2024

DLA PIPER LLP (US)

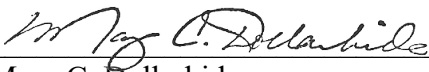

Mary C. Dollarhide
Taylor Wemmer
Attorneys for Barbosa Cabinets, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

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

(Theresa Atkins, et al., v. Barbosa Cabinets, Inc., Case No. STK-CV-UOE-2021)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Barbosa Cabinets, Inc. (“Barbosa”) for alleged wage and hour violations. The Action was filed by former Barbosa employees, Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez (“Plaintiffs”) and seeks payment of (1) back wages, statutory penalties, and interest for a class of all current and former California based non-exempt hourly employees of Barbosa who worked at least one Workweek during the Class Period (April 2, 2017, to June 13, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former California based non-exempt hourly employees of Barbosa who worked at least one Pay Period the PAGA Period (April 1, 2020, to June 13, 2024) (“PAGA Members”).

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

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

The above estimates are based on Barbosa’s records showing that **you worked _____ Work Weeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a

challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Barbosa to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Barbosa.

If you worked for Barbosa 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 Claims and PAGA Claims against Barbosa.
- (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 Claims against Barbosa. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Barbosa that are covered by this Settlement (Released Claims).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<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. Barbosa must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing _____ on _____</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>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Barbosa'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?

Plaintiffs are former Barbosa employees. The Action accuses Barbosa of violating California labor laws, asserting claims based on Barbosa's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide accurate itemized wage statements; and (4) failure to pay all wages due upon separation of employment. Plaintiffs also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

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

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

So far, the Court has made no determination whether Plaintiffs or Barbosa is correct on the merits. In the meantime, Plaintiffs and Barbosa hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to 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, Plaintiffs and Barbosa 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, Barbosa does not admit any violations or concede the merit of any claims.

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

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

- A. Barbosa Will Pay \$3,450,000 as the Gross Settlement Amount (Gross Settlement). Barbosa has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, penalties to be paid to the California Labor and Workforce Development

Agency (“LWDA”), as well as the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes. The Judgment will be final on the date following the Court’s entry of Judgment and the time for all appeals has run, or a later date if the Judgment is appealed and upheld on appeal.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$1,150,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$75,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to a total of \$25,000 for Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$ 12,500 to the Administrator for services administering the Settlement.
 - iv. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members 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.

- C. 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.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and Barbosa are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest (45%) and penalties (45%) (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Barbosa’s share of employer payroll taxes owed on the Wage Portion will be deducted from the Gross Settlement Amount. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report

the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and Barbosa have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

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

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

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, telephone number, a simple statement electing to be excluded from the Settlement, and signed by the Class Member. 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 Barbosa.

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 Barbosa based on the PAGA Period facts alleged in the Action.

- G. 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. Plaintiffs and Barbosa have agreed that, in either case, the Settlement will be void: Barbosa will not pay any money and Class Members will not release any claims against Barbosa.
- H. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate

and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Barbosa, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Released Parties") from (i) all claims that were alleged, or reasonably could have been alleged, under state or federal law, based on the facts stated in the operative complaint during the Covered Period and ascertained in the course of the Action including claims for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to pay all due wages at termination; (f) failure to provide accurate itemized wage statements; (g) unfair competition; (h) failure to pay for all time worked based on rounding of time; (i) regular rate of pay errors; (j) liquidated damages, and any other related civil and statutory penalties, including those recoverable under PAGA; and (k) all attorneys' fees, interest, and litigation costs related to these claims arising during the Covered Period ("Class Members' Released Claims"). The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1193.6, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil

Procedure § 1021.5; California Civil Code §§ 3287 and 3288; all applicable California Industrial Wage Orders, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders (including but not limited to Wage Order Nos. 1 and 4). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period.

- J. Release by PAGA Members. After the Court's judgment is final, and Barbosa has paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Barbosa, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, 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 Barbosa or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Release reads as follows:

. In consideration for their awarded PAGA Payments, as of the date the Settlement becomes Final, all PAGA Members will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA California Labor Code § 2698 et. seq.), in addition to interest, attorneys' fees, litigation costs, against Barbosa and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action and PAGA Notice(s) or that could have been alleged based on the factual allegations in the Action and PAGA Notice(s) (the "Released PAGA Claims"). All PAGA Members who worked for Barbosa during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Barbosa's calculation of Workweeks and/or Pay Periods based on Barbosa'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 Barbosa's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a timely written and signed letter with your name, present address, telephone number, a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any signed written communication from you requesting exclusion from the settlement. . Be sure to personally sign your request, identify the Action as *Theresa Atkins, et al., v. Barbosa Cabinets, Inc*, Case No. STK-CV-UOE-2021-2842, 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 and it must be signed by you. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments may wish to object. For example, a Participating Class Member may object that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Theresa Atkins, et al., v. Barbosa Cabinets, Inc.*, Case No. STK-CV-UOE-2021-2842. and include your name, current address, telephone number, and approximate dates of employment for Barbosa and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department ____ of the San Joaquin Superior Court, located at 180 E. Weber Avenue, Stockton, California 95202. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via (_____) Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Barbosa and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to () and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the _____.

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

Class Counsel:

<p>Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067</p>	<p>Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067</p>
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Settlement
Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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 B**Memorandum of Understanding**

Subject to approval by the Superior Court of the State of California for the County of San Joaquin (the “Court”), and with the proviso that this Memorandum of Understanding (“MOU”) will be further memorialized in a stipulation of settlement, Plaintiffs Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez (“Plaintiffs”) and Defendant Barbosa Cabinets, Inc. (“Defendant” or “Barbosa”) hereby agree to the following binding settlement (the “Settlement”) of the class action entitled *Theresa Atkins, et al., v. Barbosa Cabinets, Inc. a California Corporation and DOES 1 through 50, inclusive*, Case No. STK-CV-UOE-2021-2842, pending before the Court (the “Lawsuit”). Plaintiffs and Defendant are collectively referred to herein as the “parties,” and Plaintiffs’ counsel are sometimes referred to herein as “Class Counsel.”

1. **The Settlement Class:**

a. The “Settlement Class” shall consist of the following: All current and former California based non-exempt hourly employees of Barbosa who worked at least one work week during the Covered Period (“Class Member” or “Class Members”). The “Covered Period” means the period from April 2, 2017 through the date that the Court issues its order granting preliminary approval of the settlement or June 13, 2024, whichever is earlier. “Settlement Class Members” means those Class Members who (1) do not submit a valid and timely request to be excluded from the Settlement Class and (2) did not previously settle the alleged claims at issue in this Lawsuit through an individual settlement agreement with Barbosa.

b. “PAGA Members” shall consist of the following: All current and former California based non-exempt hourly employees of Barbosa who worked at least one work week during the PAGA Period. The “PAGA Period” means the period from November 16, 2020 through the date that the Court issues its order granting preliminary approval of the settlement or June 13, 2024, whichever is earlier.

2. **Maximum Settlement Amount:** The Maximum Settlement Amount that Defendant will be obligated to pay in connection with the Settlement is \$3,450,000.00 (Three Million Four Hundred Fifty Thousand Dollars and Zero Cents), inclusive of class counsels’ attorneys’ fees, costs and expenses directly related to the Lawsuit, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement, administering the settlement (including the Settlement Administrator’s fees and expenses), obtaining a dismissal of the action, the service payments to the class representatives, the payment to the State of California Labor Workforce and Development Agency (“LWDA”) in connection with the claim for penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”), and the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes. Payments will be based upon the work weeks of the Settlement Class during the Covered Period, according to the formula set forth herein.

3. **Class Representative Payments:** Defendant will not oppose Plaintiffs’ application to the District Court for individual class representative payments, not to exceed \$10,000.00 (Ten Thousand Dollars) for Plaintiff Atkins and \$5,000 (Five Thousand Dollars and Zero Cents) per Plaintiff Robaina, Rafael, and Lainez, to be paid from the Maximum Settlement Amount, in

addition to Plaintiffs' individual settlement payments, in exchange for a full release of claims. Each Plaintiff shall execute a general release of all known and unknown claims they may have against Barbosa and its parents, subsidiaries and affiliated corporations, and the predecessors and successors and all current and former directors, officers and employees of all such entities, based on their employment with Barbosa. A Form 1099 will be issued with respect to their awarded class representative payments. Plaintiffs hereby waive their right to object to or opt out of the agreed-upon settlement.

4. Attorneys' Fees and Costs: Defendant will not oppose Plaintiffs' application to the Court for attorneys' fees in the amount of one-third of the Maximum Settlement Amount (i.e., \$1,150,000.00 (One Million One Hundred Fifty Thousand Dollars and Zero Cents)) to be paid out of the Maximum Settlement Amount, and costs in an amount not to exceed \$30,000 (Thirty Thousand Dollars and Zero Cents). The amount of attorneys' fees awarded will be at the discretion of the Court. Defendant will issue to class counsel a Form 1099 with respect to the attorneys' fees and costs that the Court awards.

5. Payment to the LWDA: The Parties agree that \$50,000 of the Maximum Settlement Amount will be allocated to settle the PAGA claim, and will be distributed as follows: seventy-five percent (75%) of the apportioned PAGA settlement amount (\$37,500) will be paid to the LWDA, and the remaining twenty-five percent (25%) (\$12,500) will be divided among the PAGA Members as described below and included in their Individual Settlement Payments. PAGA Members will receive a tax form 1099 for amounts paid under this provision. Class Members who opt out of the Class but are also a PAGA Member will still be bound by the PAGA Release.

6. Class Member Distribution Formula: After deducting Plaintiffs' awarded class representative payments, class counsels' awarded attorneys' fees and costs, payments to the State of California under PAGA and the Settlement Administrator's fees and expenses, the remainder of the Maximum Settlement Amount (the "Net Settlement Proceeds") will be distributed to each Class Member on a pro rata basis according to the number of weeks he or she worked for Defendant during the Covered Period.

- a. "Total Weeks Worked" will be the total number of weeks worked by all Class Members during the Covered Period according to Defendant's records.
"Individual Weeks Worked" will be the total number of weeks worked by an individual Class Member during the Covered Period according to Defendant's records.
- b. The "Individual Settlement Payment" will be calculated by dividing a Class Member's Individual Weeks Worked by the Total Weeks Worked of all Class Members during the Covered Period and multiplying this result by the Net Settlement Proceeds. This resulting amount will be subject to tax withholdings. Employer's share of payroll taxes will also be deducted from the Net Settlement Proceeds.

7. PAGA Member Distribution Formula: 25% of the apportioned PAGA settlement amount will be distributed to each PAGA Member on a pro rata basis according to the number of work weeks he or she worked for Defendant during the PAGA Period:

- a. “Total PAGA Weeks Worked” will be the total number of weeks worked by all PAGA Members during the PAGA Period according to Defendant’s records. “Individual PAGA Weeks Worked” will be the total number of weeks worked by an individual PAGA Member during the PAGA Period according to the records of Defendant.
- b. The “Individual PAGA Payment” will be calculated by dividing a PAGA Member's Individual PAGA Weeks Worked by the Total PAGA Weeks Worked of all PAGA Members during the PAGA Period and multiplying this result by 25% of the apportioned PAGA settlement amount. This resulting amount will not be subject to tax withholdings.

8. Tax Allocation: Individual payments to Plaintiffs and Class Members will be allocated as follows: Ten percent (10%) to wages, forty-five percent (45%) to penalties, and forty-five percent (45%) to interest.

9. Notice of the Settlement: Each Class Member will be fully advised of the Settlement. Each Class Member will be provided notice of this Settlement, which will include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, a Notice of Individual Weeks Worked, the work week dispute procedure and time period for submission of a dispute of work weeks, a request for exclusion or objection to the Settlement, the date for the final approval hearing, the formula used for calculating Individual Settlement Payments, and information regarding the Plaintiffs’ attorneys’ fees’ portion of the settlement.

10. Process for Court Approval:

- a. Promptly upon following the execution of this Memorandum of Understanding, the Parties will file a request to stay all pending deadlines with the Court while the parties pursue final approval of the settlement.
- b. As soon as practicable after the execution of this Memorandum of Understanding, Plaintiffs will move the Court for preliminary approval of the Settlement (“Motion Date”), but no later than 21 days following the execution of the Class Action and PAGA Settlement Agreement and Release. The parties agree to the appointment of a third-party administrator, to be determined prior to the signing of the long-form settlement agreement, to perform the duties of a Settlement Administrator for the purpose of sending the notice of settlement and issuing payments to Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out. The Settlement Administrator shall be required to permit the counsel of record or their duly designated agents to inspect and audit, at reasonable times, all payments to Class Members and receipts pertaining to payments to Class Members. The Settlement Administrator must be jointly agreed upon by the Parties.
- c. Within 21 calendar days after preliminary approval by the Court, Defendant will provide the Settlement Administrator with the names, last known addresses,

social security numbers, work weeks, and employment status of the Class Members pursuant to Defendant's business records.

d. Within 14 calendar days after receiving the Class Member information from Defendant, the Settlement Administrator will send notice of the Settlement, the number of Individual Weeks Worked, and the request to opt out form (as proposed by the Parties and approved by the Court) to each of the Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices. In the event of a dispute regarding the amount of a Class Member's settlement payment or the number of Individual Weeks Worked, Defendant's records will be presumed to be correct, but that presumption may be rebutted by the Class Member's showing. The Settlement Administrator will resolve all such disputes, and the Settlement Administrator's resolution will be binding on all parties.

e. In order to elect not to participate in the Settlement, a Class Member must sign his or her request to opt out form and submit it to the Settlement Administrator, post-marked no later than 30 calendar days after notice of the Settlement was mailed based on the records of the Settlement Administrator ("opt-out period").

f. In order to object to the Settlement, a Class Member must file his or her objection, as well as serve it on the Parties and the Settlement Administrator, no later than 30 calendar days after notice of the Settlement was first mailed based on the records of the Settlement Administrator. A Class Member may also appear, either in person or through an attorney, at the final approval hearing to object to the Settlement.

g. Escalator Clause: The parties agree that at the time of mediation the putative Class Members worked approximately 112,000 work weeks according to Defendant's records between April 2, 2017 and March 14, 2024. If it is determined that the number of work weeks worked by Class Members increase by more than ten percent (10%) (i.e., by more than 11,200 work weeks for a total of 123,200 work weeks) by the end of the Covered Period, the Maximum Settlement Amount will be increased by the same number of percentage points above 10% by which the actual number of work weeks exceeds 123,200. For example, if the actual number of work weeks is determined to be 12% higher than 112,000, the Class Settlement Amount will be increased by 2%. Notwithstanding the foregoing, Defendant may instead elect to end the Covered Period on the date before the number of work weeks reaches 123,200, rather than pay the additional amounts otherwise required by this paragraph. Under no circumstances shall the end of the Covered Period be later than the date of the Court issues the Preliminary Approval Order or June 13, 2024, whichever is earlier.

h. Tolerance of Opt-Outs: If 10% or more of the Class Members, or a number of Class Members whose share of the Class Settlement Proceeds represents 10% or more of the total, validly opt out and thus elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 10 calendar days after the Settlement Administrator notifies the Parties of the total number of opt outs, which the Settlement Administrator will do within 5 calendar days after the close of the opt-out period. Class Members who, prior or subsequent to the opt-out period, enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a "Class Member" and will not receive a distribution under this settlement.

i. If Defendant does not exercise its right to rescind the Settlement based on the number of Class Members who elect not to participate in the Settlement, class counsel will promptly move for final approval of the Settlement, which motion will include a request for final approval of an award of the class representative payment and class counsels' attorneys' fees and expenses pursuant to the Settlement, which motion and requests Defendant will not oppose as long as it is consistent with the terms of parties' Settlement.

j. Within 14 calendar days after the Court issues its order granting final approval of the Settlement ("Final Approval"), the Settlement Administrator will calculate the Settlement amount due to each Class Member based on the formula set forth herein, and provide said amounts to counsel for Defendant and counsel for Plaintiff.

k. Within 21 calendar days of the Effective Date, Barbosa will deliver to the Settlement Administrator the total amount of the payments due to Plaintiffs, class counsel, the LWDA, the Settlement Administrator, the Class Members, and the PAGA Members. "Effective Date" means the date by which the Court's order granting Final Approval of the Settlement becomes final and is no longer subject to appeal. Such order becomes final upon the following events: (i) the Court issuing an order granting Final Approval of the Settlement, (ii) the expiration of time to file an appeal per California Rule of Court 8.104 or any other applicable statute/rule, and (iii), in the event an appeal is filed, the resolution of any and all appeals filed.

i. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void, except that an award of class representative payments or class counsels' attorneys' fees and expenses in an amount less than sought will not constitute a failure to grant approval or a material modification.

j. The parties will work together expeditiously to obtain preliminary and final approval of this Settlement.

11. Disposition of Uncashed Settlement Checks: If a Class Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to the Class Member, the uncollected monies will be transferred to the Controller of the State of California, Unclaimed Property Fund in the name of the Settlement Class Member whose check was cancelled.

12. Release of Claims:

a. In consideration for their individual class representative payments, as well as their individual settlement payments and the other terms and conditions of the Settlement, each Named Plaintiff, Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez, agree to enter into a general release and releases any and all claims against Barbosa and its former and current parents, subsidiaries, and affiliated corporations, their officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to his or her employment with Barbosa, whether known or unknown, for the period through and including when the Settlement becomes final. Plaintiffs agree and understand that Barbosa and Plaintiffs have had a bona fide dispute regarding, *inter alia*,

wages owed. Plaintiffs also waive all rights they might have based on any unknown and undiscovered facts. They also waive all rights in California Civil Code Section 1542, which provides as follows:

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

b. The Class Members who do not file a valid opt-out request (“Participating Class Members”), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Barbosa, and all of its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (“Released Parties”) from (i) all claims that were alleged, or reasonably could have been alleged, under state or federal law, based on the facts stated in the operative complaint during the Covered Period and ascertained in the course of the Action including claims for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to pay all due wages at termination; (f) failure to provide accurate itemized wage statements; (g) unfair competition; (h) failure to pay for all time worked based on rounding of time; (i) regular rate of pay errors; (j) liquidated damages, and any other related civil and statutory penalties, including those recoverable under PAGA; and (k) all attorneys’ fees, interest, and litigation costs related to these claims arising during the Covered Period (“Class Members’ Released Claims”). The Class Members’ Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Payment of Wages Law, and in particular, California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1193.6, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the PAGA, California Labor Code §§ 2698 et. seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; all applicable California Industrial Wage Orders, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders (including but not limited to Wage Order Nos. 1 and 4). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.

c. The PAGA Members, including those who timely and effectively exclude themselves from the Released Class Claims, will release and discharge the Released Parties from all claims for civil penalties under PAGA (California Labor Code § 2698 et. seq.), in addition to interest, attorneys’ fees, litigation costs, arising out of the allegations in the operative complaint and/or Plaintiffs’ PAGA notices to the LWDA during the PAGA Period. The Released PAGA Claims are limited to claims arising during the PAGA Period.

d. In consideration of their awarded attorneys' fees and expenses, class counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit.

13. No Publicity: The parties agree not to publicize the Settlement in any way. No reference to this settlement, to include any reference to a settlement reached with a cabinet and/or countertop manufacturing/installation company will appear in any advertisement, on any website or elsewhere. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement.

14. Fair Adequate and Reasonable Settlement: The parties agree that the Settlement is fair and reasonable and will so represent to the Court.

15. Waiver of Appeals: The parties waive all appeals from the Court's approval of the Settlement unless the Court materially modifies the Settlement.

16. Dismissal of the Action: The parties agree that, in connection with final approval of the settlement, entry of a judgment in accordance with California Rule of Court 3.769 will read "Judgment Approving Settlement with No Admission of Liability."

17. No Admissions: Defendant makes no admission of liability by entering into this Settlement. Defendant's signature on this MOU is not and shall not be construed as an admission of liability. The signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

18. Counterparts: This MOU may be signed in counterparts. It is not necessary for all parties to sign the same document. However, it is void and unenforceable if it is not signed by all Parties.

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19. Binding Agreement: The parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon all of the parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Counsel for Plaintiffs represent that Plaintiffs have authorized them to enter this Settlement and execute this Memorandum of Agreement on their behalf.

DEFENDANT:

BARBOSA CABINETS, INC.

Robert T. Colgan Date
President, Barbosa Cabinets, Inc.

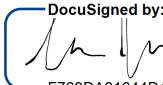
DLA PIPER LLP

Mary C. Dollarhide, Esq. Date
Attorneys for Defendant

PLAINTIFFS AND THE CLASS:

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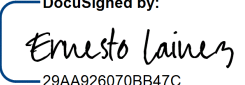
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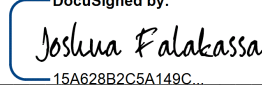
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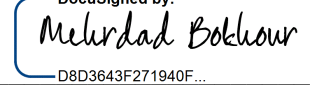
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Ernesto Lainez Date

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Joshua S. Falakassa, Esq. Date
FALAKASSA LAW, P.C.

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Mehrdad Bokhour, Esq. Date
BOKHOUR LAW GROUP, P.C.

19. Binding Agreement: The parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon all of the parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Counsel for Plaintiffs represent that Plaintiffs have authorized them to enter this Settlement and execute this Memorandum of Agreement on their behalf.

DEFENDANT:

BARBOSA CABINETS, INC.



04/09/2024

Robert T. Colgan
President, Barbosa Cabinets, Inc.

Date

DLA PIPER LLP



04/09/2024

Mary C. Dollarhide, Esq.
Attorneys for Defendant

Date

PLAINTIFFS AND THE CLASS:

Theresa Atkins

Date

Leonardo Robaina

Date

Khol Rafael

Date

Ernesto Lainez

Date

Joshua S. Falakassa, Esq.
FALAKASSA LAW, P.C.

Date

Mehrdad Bokhour, Esq.
BOKHOUR LAW GROUP, P.C.

Date