

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Ramon Puente Vasquez (hereinafter "Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Decra Roofing Systems, Inc. (hereinafter "Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (Class Counsel"). Defendant is represented by Ryan H. Crosner of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On September 21, 2021, Plaintiff filed a wage and hour class action complaint against Defendant in Riverside County Superior Court in the matter entitled *Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*, Riverside Superior Court Case No. CVRI2104302 (the "Action"). On November 22, 2021, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") to add a cause of action for civil penalties under the Private Attorneys General Act of 2004 ("PAGA").

After they exchanged informal mediation data, on January 23, 2023, the Parties participated in a private mediation with Hon. Daniel Buckley (Ret.), a respected and experienced mediator of wage-and-hour class actions, which resulted in a resolution of the Action in its entirety.

Plaintiff believes he has alleged meritorious claims in the Class Action, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in Class Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code, the Industrial Wage Commission Orders, and the California Business & Professions Code. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class, Settlement Class Member(s), or Class Members.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Decra Roofing Systems, Inc. in California at any time from March 27, 2017, until the date of preliminary approval of the Settlement Agreement (the "Class Period").

The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed,

withdrawn or modified by the Court, in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who worked for Defendant Decra Roofing Systems, Inc. in California at any time from September 17, 2020, until the date of preliminary approval of the Settlement Agreement (the “PAGA Period”).

2. **Release by Settlement Class Members and Plaintiff.** In exchange for the consideration set forth in this Settlement Agreement, and upon the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) will release and discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively, the “Released Parties”), as follows:

- A. Release by Settlement Class Members: Settlement Class members, except those who submit a timely and valid Request for Exclusion, release and forever discharge the Released Parties from any and all claims and causes of action alleged or which could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint (“FAC”), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to furnish accurate, compliant, and itemized wage statements; (f) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC; and (g) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action and facts arising out of or based on the facts and/or legal theories alleged in the FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.
- B. PAGA Release: Plaintiff and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts and legal theories alleged in Plaintiff’s letter to the Labor & Workforce Development Agency (“LWDA”) dated September 17, 2021, and only to the extent they are alleged in the FAC (“PAGA Released Claims”).
- C. General Release by Plaintiff: In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff also releases, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes

unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**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.**

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (or "GSA") of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in full and complete settlement of the Action, as follows:
  - A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
  - B. If no objections are filed, the GSA shall be deposited with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement (the filing of an objection being a prerequisite to the filing of an appeal), the GSA shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.
  - C. This is a non-reversionary settlement. The Gross Settlement Amount, which is the gross amount Defendant can be required to pay under this Settlement Agreement, includes:
    - (1) All payments (including interest) to the Settlement Class;
    - (2) The \$26,000 previously paid by Defendant to 52 of the Class members and who executed releases of all claims during the pendency of the action and who each received a \$500 settlement payment.
    - (3) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$7,500.00. If the actual costs exceed \$7,500.00, the additional costs shall be deducted from the Gross Settlement Amount. If the actual costs are less than \$7,500.00, the difference will revert to the participating Settlement Class members;
    - (4) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Enhancement Payment in recognition of his contributions to the Action and his service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class

Representative Enhancement Payment, Plaintiff shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Settlement Class members;

- (5) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty Thousand Dollars and Zero Cents (\$40,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Settlement Class members; and
  - (6) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to the PAGA Aggrieved Employees as the "PAGA Amount."
- D. Defendant's share of employer-side payroll taxes shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.
- E. **Representation of Workweeks.** Defendant represents there are approximately 13,879 workweeks from September 21, 2017, to January 20, 2023 ("Data Period"). If at the time of preliminary approval, the number of workweeks has increased by 10% or more than 13,879 (i.e., if there are 15,266.9 workweeks or more during the Class Period), then the Class Period is shortened to the date the number of workweeks is below 15,267.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the amount set aside as PAGA civil penalties, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Award based on the following formula:

- i. The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: the Settlement Administrator shall determine the number of weeks that each Class Member worked during the Class Period. Class Members who did not already execute releases of all claims will receive \$500 plus a pro rata share of the Net Settlement Amount under a workweek formula. Class Members who already received a \$500 payment will receive a pro rata share of the Net Settlement Amount under a workweek formula. The Settlement Administrator will first calculate the number of \$500 payments to be paid to those Class Members who did not previously accept an individual settlement payment from Defendant. The sum of \$500 payments will then be deducted from the Net Settlement Amount. The remainder of the Net Settlement Amount will be divided by the total number of weeks worked by all Class Members during the Class Period, the resulting figure is the “workweek dollar value.” For each Class Member, the Settlement Administrator will multiply the number of weeks worked by the “workweek dollar value.” For Class Members who did not previously accept an individual settlement payment from Defendant, their Class Member Settlement Award will be the number of weeks worked multiplied by the “workweek dollar value” in addition to \$500. For Class Members who previously accepted an individual settlement payment from Defendant, their Class Member Settlement Award will be the number of weeks worked multiplied by the “workweek dollar value.”
  - ii. PAGA Amount: Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Aggrieved Employee (including those who opt out) shall receive a share of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Aggrieved Employee’s total number of workweeks worked during the PAGA period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out) during the PAGA Period.
- C. Within five (5) business days after the Court enters the final approval order, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendant. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the

applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as follows: 20 percent as wages; and 80 percent as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class member who receives a Settlement Award must cash or deposit that check within 180 days from the date the Settlement Administrator mails it. If any checks remain uncashed or not deposited, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Class Member Settlement Award or share of the PAGA Amount (as applicable) to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law so that the Class Member and/or PAGA Aggrieved Employee will have his or her Class Member Settlement Award and/or share of the PAGA Amount available to him or her per the applicable claim procedure to request that money from the State of California.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and each Settlement Class member who receives a Settlement Award are not relying on any statement or representation by the Parties or their counsel in this regard. The Settlement Class members who are receiving a Settlement Award understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their Settlement Award and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Settlement Award.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including

without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court. In the event that the Court reduces or does not approve the requested Fee and Cost award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, nor will Plaintiff or Class Counsel seek, request, or demand an increase in the Gross Settlement Amount on that basis.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested enhancement payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Ramon Puente Vasquez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and

- G. Scheduling a Final Approval hearing.
  - H. Should the Court decline to conditionally certify the Settlement Class or to preliminarily approve all material aspects of the Settlement (including, but not limited to, the scope of release to be granted by Settlement Class Members or the binding effect of the Settlement on Settlement Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised settlement for the Court's approval.
9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
- A. Within 30 calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
  - B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
  - C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the settlement must complete and mail, fax, or deliver a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
    - i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and last four digits of the social security number of the Settlement Class member; (2) contain a typed or handwritten notice stating in substance: "I have read the Notice to Settlement Class and I wish to opt out of the Settlement Class in *Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*, Riverside Superior Court Case No. CVRI2104302. I understand that if I opt out from the Settlement Class, I will not receive money from the Class Settlement of this lawsuit. However, I may still be entitled to receive a portion of the settlement of the claims brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") as described in the Notice to Settlement Class"; (3) be signed by the Settlement Class member;

and (4) be postmarked by the Response Deadline and mailed, faxed or delivered to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the request for exclusion valid. The Class Member will have until fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Exclusion Form. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.

- D. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Class Members may (though are not required to) appear at the Final Approval hearing, either in person or through the objector's own counsel. The failure to file and serve a written objection does not waive a Class Member's right to appear at and make an oral objection at the Final Approval hearing. Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose (1) information regarding the nature of the case, (2) a summary of the Settlement's principal terms, (3) the Class definition, (4) each Class Member's number of workweeks, (5) each Class Member's estimated Settlement Award; (6) the dates which comprise the Class Period, (7) instructions on how to

submit valid Requests for Exclusion or objections, (8) the deadlines by which the Class Member must fax or postmark Request for Exclusions or submit objections to the Settlement, and (9) the claims to be released, as set forth in this Settlement Agreement. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Settlement Award to which the Class Member may be entitled.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's counsel to provide notice of the proposed settlement.
- G. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- H. If more than ten percent (10%) of the Class Members submit Exclusion Forms, Defendant, at its sole option, may withdraw from the Settlement and this Settlement Agreement is null and void. Defendant must make this request in writing to Class

Counsel no later than 15 days after receiving the list of opt outs from the Settlement Administrator. In the event Defendant exercises its option to withdraw from the Settlement, Defendant will be liable for any Settlement Administrator costs incurred as of the date of Defendant's request to withdraw from the Settlement.

- I. Neither the Parties nor their respective counsel or agents will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment, and settlement administration costs in accord with the terms of the Settlement Agreement; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Settlement Awards paid to Plaintiff, Settlement Class Members and/or the PAGA Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff, Settlement Class Members or PAGA Aggrieved Employees. The Parties agree that any Class Representative Enhancement, Settlement Awards paid to Plaintiff, Settlement Class Members and/or the PAGA Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's, Settlement Class Members' or PAGA Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

13. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or

form, directly or indirectly, to any person or entity, except to Settlement Class members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiff's claims on Class Counsel's website, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

14. **Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

15. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

16. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

17. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

18. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

19. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

20. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the

Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

21. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, Class Counsel, Aggrieved Employees and Settlement Class Members will assume any such tax obligations or consequences that may arise from any disbursements made under this Agreement, and that Plaintiff, Class Counsel, Aggrieved Employees and Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

22. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

23. **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.

24. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

25. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Ryan H. Crosner, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.,  
400 South Hope Street, Suite 1200, Los Angeles, California 90071;  
ryan.crosner@ogletree.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,  
Suite 180, El Segundo, California 90245;  
phaines@haineslawgroup.com.

26. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

27. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. **Circular 230 Disclaimer.** Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

(1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

(2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and

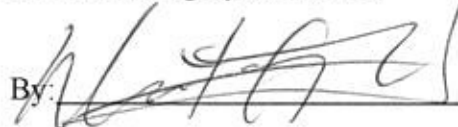
(3) No attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

29. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

[INTENTIONALLY LEFT BLANK]

DATED: 11-5-23

Decra Roofing Systems, Inc.

By:   
MATTHEW E. POOLE

DATED:

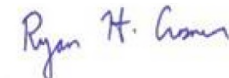
Ramon Puente Vasquez

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: December 6, 2023

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By:   
Ryan H. Crosner  
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Ramon Puente Vasquez

DATED:

Decra Roofing Systems, Inc.

By: \_\_\_\_\_

DATED:

Ramon Puente Vasquez

By: Ramon Puente 12/07/23  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED:

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By: \_\_\_\_\_  
Ryan H. Crosner  
Attorneys for Defendant

DATED: 12/06/23

HAINES LAW GROUP, APC

By: Sean Blakely  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Ramon Puente Vasquez

# **EXHIBIT 1**

**NOTICE TO SETTLEMENT CLASS**  
***Ramon Puente Vasquez v. Decra Roofing Systems, Inc.***  
**Riverside County Superior Court**  
**Case No.: CVRI2104302**

To: All current and former hourly employees who worked for Defendant Decra Roofing Systems, Inc. in California at any time from March 27, 2017 until <<PRELIM APPROVAL DATE>>.

**PLEASE READ CAREFULLY**  
**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**  
**THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH**

***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*, Riverside County Superior Court Case No. CVRI2104302 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Decra Roofing Systems, Inc.’s (hereinafter “Defendant”) records show that you were employed by Defendant as an hourly employee in California between March 27, 2017 and <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Ramon Puente Vasquez (“Plaintiff”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former hourly employees who worked for Defendant in California during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods, or premium pay for non-compliant meal periods; (4) failed to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (5) failed to furnish accurate, compliant, and itemized wage statements; (6) engaged in unfair, unlawful business practices; and (7) is liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% of penalties are distributed evenly among all aggrieved employees.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing.

However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation.** Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for Plaintiff/Settlement Class:                                                                                                                                                                                                                                                                                   | Attorneys for Defendant:                                                                                                                                                                                                                  |
| <b>HAINES LAW GROUP, APC</b><br>Paul K. Haines<br>phaines@haineslawgroup.com<br>Sean M. Blakely<br>sblakely@haineslawgroup.com<br>Alexandra R. McIntosh<br>amcintosh@haineslawgroup.com<br>2155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>haineslawgroup.com | <b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART, P.C.</b><br>Ryan H. Crosner<br>ryan.crosner@ogletree.com<br>400 South Hope Street, Suite 1200<br>Los Angeles, California 90071<br>Telephone: (213) 239-9800<br>Facsimile: (213) 239-9045 |

#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly employees who worked for Defendant in California during the time period of March 27, 2017 through <<PRELIM APPROVAL DATE>>. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$500,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative Enhancement Payment.

The Gross Settlement Amount includes \$26,000 previously paid by Defendant to 52 Class members who executed releases of all claims during the pendency of the action and received a \$500 settlement payment.

In addition to the \$26,000 already paid by Defendant, the following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$166,666.67, as reasonable compensation for the work Class Counsel performed

and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,500.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500.00 to compensate him for his service and extra work provided on behalf of Class Members.

PAGA Payment to State of California. The parties have agreed to allocate \$40,000.00 towards the Settlement of the PAGA claims in the Action. \$30,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$10,000.00 will be allocated to Class Members as the “PAGA Amount” as described below.

Calculation of Individual Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below). The Net Settlement Amount is estimated at approximately \$212,333.33, and will be divided as follows:

- (i) The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: the Settlement Administrator shall determine the number of weeks that each Class Member worked during the Class Period. Class Members who did not already execute releases of all claims will receive \$500 plus a pro rata share of the Net Settlement Amount under a workweek formula. Class Members who already received a \$500 payment will receive a pro rata share of the Net Settlement Amount under a workweek formula. The Settlement Administrator will first calculate the number of \$500 payments to be paid to those Class Members who did not previously accept an individual settlement payment from Defendant. The sum of \$500 payments will then be deducted from the Net Settlement Amount. The remainder of the Net Settlement Amount will be divided by the total number of weeks worked by all Class Members during the Class Period, the resulting figure is the “workweek dollar value.” For each Class Member, the Settlement Administrator will multiply the number of weeks worked by the “workweek dollar value.” For Class Members who did not previously accept an individual settlement payment from Defendant, their Class Member Settlement Award will be the number of weeks worked multiplied by the “workweek dollar value” in addition to \$500. For Class Members who previously accepted an individual settlement payment from Defendant, their Class Member Settlement Award will be the number of weeks worked multiplied by the “workweek dollar value.”
- (ii) In addition to the Net Settlement Amount, \$10,000.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above and will be allocated to all Settlement Class members (regardless of whether they submit a timely and valid Request for Exclusion) who worked for Defendant at any time between September 17, 2020, through **[PRELIM APPROVAL DATE]** (the “PAGA Period”), in proportion to the number of workweeks that each Settlement Class member worked for Defendant in California as a non-exempt employee during that time period.

Payments to Class Members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 20% as wages, and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing participating Class Members IRS Forms W-2 for the amounts allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. Any payment made from the PAGA Amount shall be treated as 100% penalties and reported on an IRS Form 1099. Class Members are responsible for the proper income tax treatment of

the individual settlement payments. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

**Release.** If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who submit a valid and timely Request for Exclusion) will fully release and discharge Defendant and all of its past and present officers, directors, employees, and agents (collectively the “Released Parties”) from any and all claims and causes of action alleged or which could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint (“FAC”), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to furnish accurate, compliant, and itemized wage statements; (f) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC; and (g) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action and facts arising out of or based on the facts and/or legal theories alleged in the FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

Plaintiff and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts and legal theories alleged in Plaintiff’s letter to the Labor & Workforce Development Agency (“LWDA”) dated September 17, 2021, and only to the extent they are alleged in the FAC (“PAGA Released Claims”).

**Conditions of Settlement.** The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

#### ***How can I claim money from the Settlement?***

**Do Nothing.** If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendant during the Class Period, as well as whether you separated employment with Defendant during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

**Dispute Information in Notice of Settlement Award.** Your award is based on whether you signed a general release, the proportionate number of workweeks you worked for Defendant during the Class Period, as well as the proportionate number of workweeks you worked during the PAGA Period. The information contained in Defendant’s records regarding each of these factors, along with your estimated Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<INSERT ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make any adjustments approved by the Parties.

According to Defendant’s records:

- (a) You did/did not sign a general release during your employment with Defendant;
- (b) you worked for Defendant in California from [REDACTED] to [REDACTED];
- (c) you worked [REDACTED] workweeks between March 27, 2017, and [PRELIM APPROVAL DATE] for Defendant;
- (d) you worked [REDACTED] workweeks between September 17, 2020, and [PRELIM APPROVAL DATE] for Defendant; and

Based on the above, your Settlement Award is estimated at \$ [REDACTED]. The average Settlement Award is estimated at \$1,930.30. The lowest Settlement Award to a Class Member is estimated at \$183.59. The highest Settlement Award to a Class Member is estimated at \$3,977.71.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*, Riverside County Superior Court Case No. CVRI2104302.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

#### ***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at [www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov) by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit A to the Declaration of Paul K. Haines In Support of Plaintiff's Motion For Preliminary Approval

of Class Action Settlement, filed on January 30, 2024. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

# **EXHIBIT 2**

## **REQUEST FOR EXCLUSION FORM**

***Ramon Puente Vasquez v. Decra Roofing Systems, Inc.***  
**RIVERSIDE COUNTY SUPERIOR COURT**  
**Case No.: CVRI2104302**

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:**

**[INSERT SETTLEMENT ADMINISTRATOR]**  
***Ramon Puente Vasquez v. Decra Roofing Systems, Inc.***  
**SETTLEMENT ADMINISTRATOR**  
**ADDRESS**  
**ADDRESS**  
**PHONE**  
**FAX**

**DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*, Riverside County Superior Court Case No. CVRI2104302.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *RAMON PUENTE VASQUEZ V. DECRA ROOFING SYSTEMS, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2104302. I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

---

Name

---

Last Four Digits of Social Security Number

---

Address

---

Date

---

Signature

# **EXHIBIT 3**

# **OBJECTION FORM**

*Ramon Puente Vasquez v. Decra Roofing Systems, Inc.*

**RIVERSIDE COUNTY SUPERIOR COURT**

**Case No.: CVRI2104302**

All objections must be mailed or delivered directly to the Settlement Administrator, [INSERT SETTLEMENT ADMINISTRATOR], at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

## **Objecting Class Member Information:**

---

Name

---

Telephone Number

---

Address

---

Date

---

Signature

**Describe the nature and basis of each objection and please attach additional pages if necessary:**

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