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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

11 RAMON PUENTE VASQUEZ, as an
individual and on behalf of all others similarly
12 situated,

13 Plaintiff,

14 vs.

15 DECRA ROOFING SYSTEMS, INC., a
California Corporation; and DOES 1 through
16 100,

17 Defendants.
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Case No. CVRI2104302

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

**DECLARATION OF PAUL K. HAINES IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 23, 2024
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 715108404820

Complaint Filed: September 21, 2021
Trial Date: None Set.

1 I, PAUL K. HAINES, declare as follows:

2 1. I am the principal of Haines Law Group, APC, and counsel for the named Plaintiff
3 Ramon Puente Vasquez (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to
5 practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 *cum laude*. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson, P.C. at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in every
16 aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed on wage
17 and hour class actions in both state and federal courts, and I also worked on a number of single and
18 multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the class
20 actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I
21 received a wide array of wage and hour class action experience performing the following types of
22 tasks: drafting demurrers, motions to strike, and motions to dismiss; removing actions from state
23 court to federal court; drafting and responding to written discovery; drafting and opposing discovery
24 related motions; arguing discovery related motions; drafting motions to consolidate related matters;
25 interviewing putative class members and obtaining declarations in connection with class
26 certification; drafting oppositions to motions for class certification; drafting motions for
27 decertification following class certification; conducting exposure analyses to assess the strengths
28 and weaknesses of asserted claims, the likelihood of prevailing at class certification, and potential

1 damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-
2 house counsel; deposing named plaintiffs and putative class members; deposing retained expert
3 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role
4 in all aspects of litigation from the inception of a matter through and beyond class certification. I
5 also supervised the work of several junior attorneys who were staffed on the same wage and hour
6 class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP at its
9 Los Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis
10 & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions.
11 For the vast majority of these cases, I was the only associate staffed on the matters, and I performed
12 the same job duties as described in the immediately preceding paragraph. In addition to working on
13 wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid”
14 actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as
15 California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
18 February 2016 as a Shareholder of Haines Law Group, APC. Currently, over ninety percent (90%)
19 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and my
20 law firm is currently responsible for prosecuting over fifty (50) wage and hour class actions filed in
21 both State and Federal courts throughout California. I have been appointed as Class Counsel in over
22 one hundred (100) wage and hour class action settlements in state and federal courts within
23 California. Some examples of the matters in which I have been appointed as Class Counsel, all of
24 which have been granted final approval, include the following: *Shaw v. Conant Auto Retail, San*
25 *Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego,
26 Hon. Judge Joan M. Lewis, presiding; *Tirado v. Ricon Corp.*, Case No. BC537042, California
27 Superior Court, County of Los Angeles, Hon. John S. Wiley, presiding; *Horta v. Searles Valley*
28 *Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino,

1 Hon. Donald Alvarez presiding; *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL,
2 California Superior Court, County of Kern, Hon. David R. Lampe presiding; *Kostyuk, et al. v.*
3 *Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court,
4 Alameda County, Hon. Winifred Y. Smith presiding; *Leverage, et al v. Traeger Pellet Grills, LLC,*
5 *et al*, Case No. 16-cv-00784-KAW, United States District Court for the Northern district of
6 California, Hon. Kandis A. Westmore presiding; *Nunez v. CompuCom Systems, Inc.*, Case No.
7 BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr.,
8 presiding; *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court,
9 County of Los Angeles, Hon. William F. Highberger presiding; *Rodrigues v. CP Kelco U.S., Inc.*,
10 Case No. 37-2017-00004339-CU-OE-CTL, California Superior Court, County of San Diego, Hon.
11 Joel R. Wohlfeil, presiding; *Beach-Barrow, et al v. The Hertz Corp.*, Case No. RG17848833,
12 California Superior Court, County of Alameda, Hon. Ioana Petrou presiding; *Gooding v. Vita-Mix*
13 *Corp., et al*, Case No. 2:16-cv-03898-ODW (JEMx), United States District Court for the Central
14 District of California, Hon. Otis D. Wright II presiding; and *Afa, et al v. Alliance Ground Int'l, LLC*,
15 Case No. BC661449, California Superior Court, County of Los Angeles, Hon. William F.
16 Highberger presiding.

17 7. I have also moved to certify and have received an order certifying a class action
18 and/or conditionally certifying a collective action in the following cases:

- 19 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
20 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
21 (certifying a class of employees who were misclassified as independent contractors);
- 22 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
23 States District Court, Central District of California, Honorable Judge Beverly Reid
24 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 25 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
26 District Court, Central District of California, Honorable Judge John F. Walter, presiding
27 (certifying rest period class and conditionally certifying FLSA unpaid overtime class);

- 1 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
2 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
3 certifying an unpaid FLSA overtime wage class);
- 4 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
5 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
6 (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
8 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
9 (certifying unpaid overtime wage class and waiting time penalty class);
- 10 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
11 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding
12 (certifying piece rate pay plan classes, expense reimbursement class, wage statement class,
13 and waiting time penalties class);
- 14 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
15 States District Court, Central District of California, Honorable Dolly M. Gee presiding
16 (certifying six classes of employees for rest period violations, wage statement violations,
17 meal period violations, and overtime and double-time violations);
- 18 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
19 States District Court, Southern District of California, Honorable William Q. Hayes presiding
20 (certifying six classes of employees for unpaid wages, meal period violations, wage
21 statement violations, and waiting time penalties);
- 22 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
23 United States District Court, Northern District of California, Honorable William H. Alsup
24 presiding (certifying three classes of employees for unlawful wage deduction violations,
25 wage statement violations, and waiting time violations);
- 26 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, California Superior Court,
27 County of San Bernardino, Honorable David Cohn presiding (certifying a wage statement
28 class);

- 1 • *Perez v Sunbelt Rentals, Inc.*, Case No. Case No. 37-2018-00026405-CU-OE-CTL,
2 California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon, presiding
3 (certifying wage statement class);
- 4 • *Bowlin-Burdick et al v. Life Care Centers of America*, Case No. BC657139, Los Angeles
5 County Superior Court, Hon. Maren E. Nelson (certifying four classes for meal period
6 violations, rest period violations, wage statement violations, and waiting time penalties); and
- 7 • *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior
8 Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period
9 violations, unpaid wages, unreimbursed business expenses, wage statement violations, and
10 waiting time penalties).

11 8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a top young attorney in
12 Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded
13 to no more than two-and-a-half percent of attorneys under the age of forty in Southern California
14 each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me as a “Super Lawyer” in
15 the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys
16 in Southern California each year.

17 **CMO ¶¶ G(1)(a), G(1)(b)**

18 9. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
19 involved in all aspects of this litigation, and I believe that the proposed Settlement is a favorable
20 result for the Settlement Class. Attached hereto as **Exhibit A** is a true and correct copy of the fully-
21 executed Stipulation of Settlement (“Settlement Agreement”). The proposed Class Notice, Request
22 for Exclusion Form, and Objection Form (together, the “Notice Packet”) are attached as **Exhibits 1,**
23 **2 and 3**, respectively, to the Settlement, and are also attached to the Proposed Order.

24 **CMO ¶¶ G(3)(a)(vii)**

25 10. I am not aware of any other class, representative, or other collective actions in any
26 other court that assert similar claims to those asserted in this action on behalf of a class or group of
27 individuals who would also be members of the proposed Settlement Class. I asked the attorneys at
28 my office if they are aware of any similar actions, and the attorneys whom I have asked are not aware

1 of any such actions.

2 11. Defendant Decra Roofing Systems, Inc. (“Defendant”) designs and manufactures a
3 variety of metal roofing products, including tiles, shakes, and shingles.

4 12. On September 21, 2021, Plaintiff filed a Class Action Complaint in Riverside County
5 Superior Court, alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all
6 overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all
7 legally compliant rest periods; (v) failed to issue accurate, itemized wage statements; and (vi)
8 engaged in unfair competition in violation of California Business & Professions Code § 17200 *et*
9 *seq.* On September 17, 2021, Plaintiff sent his PAGA notice letter to the LWDA. Attached hereto as
10 **Exhibit B** is a true and correct copy of Plaintiff’s Private Attorneys General Act (“PAGA”) Notice
11 Letter to the LWDA. On November 22, 2021, Plaintiff filed the operative First Amended Class and
12 Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the
13 PAGA.

14 13. After Plaintiff initiated the Action, Defendant conducted a “*Pick-Up-Stix*” campaign
15 in which it offered individual settlement payments of \$500 to putative class members in exchange
16 for a release of claims. Defendant represents that approximately 52 out of 110 Settlement Class
17 members signed a release and accepted the offered compensation for a total of \$26,000.

18 **CMO ¶ G(3)(a)(vi)**

19 14. Prior to attending mediation, the Parties engaged in significant formal and informal
20 discovery, including Defendant’s production of a random sampling of timekeeping and payroll data
21 for approximately 57% of all putative Settlement Class members, including actual and rounded time-
22 punches. The Parties also completed a *Belaire-West* opt out process and my office was provided
23 with the contact information for those Settlement Class member who did not opt out of the *Belaire-*
24 *West* process. Thereafter, my office interviewed Settlement Class members regarding their work
25 experiences with Defendant. Defendant also produced its relevant wage and hour policies and
26 employee handbooks, and other relevant data and information, including the total number of putative
27 class members and the total number of workweeks worked by putative class members during the
28 Class Period. Plaintiff hired a labor economist with a Ph.D. in economics to conduct a

1 comprehensive analysis and extrapolation of the timekeeping and payroll data to calculate
2 Defendant's potential exposure for each of Plaintiff's claims. This discovery allowed the Parties to
3 assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims,
4 and Defendant's potential defenses.

5 15. On January 23, 2023, the Parties attended a full-day mediation with the Honorable
6 Daniel Buckley (Ret.), a preeminent wage and hour class action mediator. During mediation, the
7 Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
8 claims, and the legal bases for Plaintiff's claims and Defendant's defenses. At the conclusion of
9 mediation, Judge Buckley (Ret.) made a mediators' proposal, which was ultimately accepted by the
10 Parties. During the months that followed, the Parties negotiated and formalized the terms of the
11 Settlement and executed the long-form Settlement Agreement now before the Court.

12 **CMO ¶¶ G(3)(a)(ii), G(3)(a)(iii)**

13 16. Plaintiff alleges that from September 17, 2017 through May 2, 2020, Defendant
14 rounded its employees' timekeeping entries in a manner that consistently favored Defendant and
15 that, as a result, employees' wages were underpaid. Based on Plaintiff's expert's review of employee
16 timekeeping records, Plaintiff contends that Defendant's timekeeping practices resulted in
17 approximately 4,537 net hours of unpaid wages. Because employees generally worked shifts of at
18 least 8.0 hours, Plaintiff contends that these unpaid wages should be paid at an overtime rate of pay.
19 As a result, Plaintiff estimates that Defendant's maximum exposure for this claim is approximately
20 \$158,568 (4,537 hrs. * \$34.95 avg. overtime rate). However, Defendant argues that its rounding
21 practices were lawful, since it was both neutral on its face and resulted, over time, in employees
22 being paid for all hours worked. Defendant further argues that just because an employee is clocked
23 in does not mean they are working. For example, much of the alleged unpaid time was pre-shift (i.e.,
24 employees clocked in before the scheduled start of the shift), and Defendant argues employees work
25 as a group and that they do not begin performing work before the start of their shift, and instead
26 engage in personal activities like reading or talking with co-workers before their shift. Moreover,
27 Defendant asserts the amount of unpaid time per shift is *de minimis* and thus non-compensable.
28 Finally, Defendant asserts that Plaintiff would be unable to certify this claim since its timekeeping

1 policy is facially neutral and some employees were *overpaid* due to rounding, and individualized
2 inquiries would be necessary as to whether employees were in fact underpaid or overpaid for each
3 workday in question (including whether they were actually working when they were clocked in),
4 resulting in an unmanageable series of mini-trials. Based on these defenses, Plaintiff discounted the
5 maximum exposure by 60% to account for the risk of non-certification, and an additional 50% to
6 account for Defendant's defenses on the merits, to arrive at an estimated exposure of approximately
7 \$31,714.

8 17. Plaintiff alleges that Defendant failed to pay all overtime wages to Plaintiff and other
9 Settlement Class members by failing to include the value of non-discretionary safety bonuses in its
10 calculation of the "regular rate" of pay for the purposes of overtime. Based on Plaintiff's expert's
11 review and extrapolation of the timekeeping and payroll records produced by Defendant, and
12 assuming that every category of compensation at issue should have been incorporated into the
13 "regular rate," Plaintiff estimates that employees were underpaid by approximately \$51,272.
14 However, Defendant argues that it properly included all forms of remuneration when calculating the
15 regular rate of pay, and therefore, paid all overtime wages to Settlement Class members. Defendant
16 contends that the safety bonuses are discretionary bonuses that do not need to be included in the
17 regular rate for overtime purposes. Defendant also contends that differences in the amount, type, and
18 frequency of bonuses paid to different employees would require a series of mini-trials, which would
19 render class certification of this claim inappropriate. Based on these defenses, Plaintiff discounted
20 the maximum exposure by 20% for the risk of non-certification, and by an additionally 40% for the
21 risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated
22 exposure of approximately \$24,611.

23 18. Plaintiff alleges that Defendant failed to provide legally compliant first meal periods.
24 Specifically, Plaintiff alleges that first meal periods were often late (i.e., commencing after the
25 completion of five hours of work) or short (i.e., less than 30 minutes) due to work demands imposed
26 by Defendant. Furthermore, from the beginning of the Class Period until May 2020, Plaintiff alleges
27 that Defendant did not record employee meal periods and automatically deducted 30-minutes each
28 workday for a purported meal period regardless of whether a compliant first meal period was

1 provided. During this time period, there were approximately 38, 986 shifts in excess of 6.0 hours
2 which do not reflect any meal period. Plaintiff assumed a violation for each of these 38,986 shifts.
3 Plaintiff's analysis further revealed approximately 2,476 non-compliant first meal periods after May
4 2020 when Defendant began to record meal periods. In total, there are approximately 41,462 shifts
5 that reflect a potential first meal period violation. Additionally, based on Defendant's records,
6 Defendant has paid 233 meal period premiums. Therefore, Plaintiff estimates Defendant's maximum
7 exposure for first meal period violations at approximately \$960,636 (41,462 non-compliant first
8 meal periods – 233 premiums paid * \$23.30 average meal period premium). However, Defendant
9 counters that they have maintained compliant written meal period policies throughout the Class
10 Period and have always provided employees the *opportunity* to take legally compliant meal periods,
11 and that they are not required to "ensure" meal periods are taken. Defendant also maintains that any
12 short, missed, or late first meal periods were the result of lawful employee waiver or choice, thereby
13 precluding liability. Finally, Defendant argues that these claims are not suited for class treatment, as
14 individual inquiries would be needed to assess which employees took non-compliant meal periods
15 or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why
16 a particular employee did not take a compliant meal period on a particular shift. Based on these
17 defenses, Plaintiff discounted the maximum amount by 60% for risk of non-certification, and an
18 additional 60% for risk of losing on the merits or failing to recover the full amount sought, to arrive
19 at an estimated exposure of approximately \$153,702.

20 19. Plaintiff alleges that Defendant failed to provide legally compliant second meal
21 periods. Plaintiff's expert's analysis of the timekeeping data showed that during the Class Period,
22 there were approximately 23,539 shifts worked in excess of 10.0 hours where a second meal period
23 violation occurred without a first meal period violation. Therefore, Plaintiff calculates Defendant's
24 maximum exposure for second meal period violations at approximately \$548,459 (23,539 second
25 meal period violations * \$23.30 meal period premium). However, Defendant maintains that
26 employees voluntarily waived their second meal period when they worked shifts in excess of 10.0
27 hours (but less than 12.0 hours), as they are entitled to do under Labor Code § 512. Finally,
28 Defendant argues that these claims are not suited for class treatment, as individual inquiries would

1 be needed to assess which employees took non-compliant meal periods or missed meal periods, how
2 many meal periods were non-compliant or missed, and the reasons why a particular employee did
3 not take a compliant meal period on a particular shift. In light of these risks, Plaintiff discounted the
4 maximum amount that the class could potentially recover by 60% for a risk of non-certification, and
5 an additional 60% for a risk of losing on the merits, or having exposure reduced due to Defendant's
6 waiver arguments, to arrive at estimated exposure of approximately \$87,753.

7 20. Plaintiff alleges that Defendant failed to authorize and permit its non-exempt
8 employees to take all required rest periods. Specifically, Plaintiff alleges that he and other non-
9 exempt employees regularly worked shifts in excess of 10.0 hours, but Defendant's rest period
10 policies/practices failed to authorize and permit a third rest period for shifts of over 10.0 hours.
11 Plaintiff's expert's analysis of the timekeeping data showed that during the Class Period, there were
12 approximately 45,009 shifts in excess of 10.0 hours worked by the non-exempt employees.
13 Therefore, assuming a violation for each of these shifts, Plaintiff calculates Defendant's maximum
14 liability for rest period violations at approximately \$1,048,710 (45,009 violations * \$23.30 average
15 premium). In response, Defendant argues that they have always maintained and enforced lawful rest
16 period policies/practices during the Class Period, and have, in fact, authorized and permitted all
17 required rest periods to Settlement Class members, including third rest periods. Furthermore,
18 Defendant argues that Plaintiff's rest period claim is not amenable to class treatment, as
19 individualized inquiries would be required to determine which employees failed to take rest periods,
20 and the reasons why each employee failed to take a rest period on a particular shift, as there are no
21 records of whether or not a rest period was authorized and permitted. Therefore, Plaintiff discounted
22 Defendant's maximum exposure by 60% to account for the risk of non-certification, and an
23 additional 60% to account for Defendant's defenses on the merits or failure to recover the full amount
24 sought, to arrive at an estimated exposure of approximately \$167,794.

25 21. As a result of the unpaid wages and unpaid meal and rest period premiums, Plaintiff
26 alleges that Defendant issued inaccurate wage statements. Plaintiff's expert's analysis reflected that
27 there were approximately 5,530 unique pay periods worked by Settlement Class members within the
28 one-year liability window under Labor Code § 226. In calculating Defendant's exposure, Plaintiff

1 assumed he could recover the “initial” \$50 penalty under Section 226(e) for each violation, for a
2 total of \$276,500 (5,530 pay periods * \$50 “initial” penalty) in potential penalties. However, given
3 Defendant’s arguments that no violations occurred, that Settlement Class members suffered no
4 “injury,” that any violations were not “knowing and intentional,” as well as risks associated with
5 Plaintiff’s underlying claims discussed above, Plaintiff discounted the maximum exposure by 55%
6 for risk of non-certification, and by an additional 60% for risks on the merits, for an estimated
7 realistic exposure of approximately \$49,770.

8 **CMO ¶ G(9)**

9 22. Plaintiff seeks civil penalties under the PAGA based on these alleged Labor Code
10 violations. Assuming that Plaintiff could prove at least one underlying Labor Code violation in each
11 pay period within the PAGA Period, Plaintiff estimates Defendant’s maximum PAGA exposure at
12 \$553,000.00 (calculated from 5,530 pay periods * \$100 initial violation rate). Defendant contends
13 that since Plaintiff’s PAGA claim is derivative of his underlying wage claims, Plaintiff’s PAGA
14 claim would fail with those claims. Defendant further maintains that given its good-faith defenses,
15 the Court would substantially reduce any PAGA penalties awarded. Plaintiff therefore discounted
16 the maximum figure by 65% for the risk of being unable to proceed on a representative basis and
17 risk of losing of the merits, and/or not recovering a PAGA penalty in each and every pay period, and
18 an additional 70% to account for the possibility of this Court reducing penalties, to arrive at an
19 estimated exposure of approximately \$58,065. There are also approximately 52 Aggrieved
20 Employees who worked during the PAGA Period. Therefore, the average payment from the PAGA
21 Amount is estimated at approximately \$192.31.

22 **CMO ¶¶ G(3)(a)(ii)(C) and G(3)(a)(iii)(C)**

23 23. Therefore, if Plaintiff was entirely successful at trial on all claims described above,
24 Plaintiff estimates the maximum total exposure to be approximately \$3,597,145. However, taking
25 into account Defendant’s various defenses, both as to certification and merits issues, difficulties of
26 proof, and other risks described above, Plaintiff predicted that the potential likely recovery for the
27 Settlement Class at trial would be approximately \$573,409. The proposed settlement of \$500,000.00
28 therefore represents approximately 87.2% of the reasonably forecasted recovery for the Settlement

1 Class, while avoiding the further expense and serious risk of proceeding towards class certification
2 and trial.

3 **CMO ¶¶ G(3)(a)(i), G(3)(a)(iv), G(3)(a)(v)**

4 24. According to Defendant, there are approximately 110 total Settlement Class
5 members. Therefore, the average Individual Settlement Award is projected to be approximately
6 \$1,930.30. Based on the proposed allocations of the Net Settlement Amount, the lowest potential
7 Individual Settlement Award is projected to be approximately \$183.59, and the highest potential
8 Individual Settlement Award is estimated to be approximately \$3,977.71. There are also
9 approximately 52 Aggrieved Employees who worked during the PAGA Period. Therefore, the
10 average payment from the PAGA Amount is estimated at approximately \$192.31.

11 25. Although the Parties engaged in significant informal and formal discovery in advance
12 of mediation, the Parties still had significant discovery to complete in formal litigation had the matter
13 not settled. This would have required expenditure of substantial time and resources by both Parties
14 that would have very likely spanned several years. Even if Plaintiff was to certify the classes, the
15 Parties would incur considerably more attorneys' fees and costs through a possible decertification
16 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

17 26. Class Counsel will also apply for an attorneys' fees award of one-third of the GSA,
18 which is currently estimated to be \$166,666.67, and up to \$40,000.00 in verified costs
19 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
20 risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has
21 incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims,
22 conducting legal research, engaging in formal and informal discovery, interviewing Settlement Class
23 members regarding their working experiences, reviewing Defendant's documents and policies,
24 analyzing Settlement Class members' relevant records, working with a retained expert to create a
25 comprehensive damages model, preparing for and attending mediation, negotiating and preparing
26 the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case. Class
27 Counsel expect to expend additional attorney time in attending the hearing on this Motion,
28 overseeing the Notice process and fielding questions from Settlement Class members, preparing the

1 final approval papers, and attending the Final Approval hearing.

2 **CMO ¶¶ G(3)(d)(i), G(3)(d)(ii)**

3 27. Plaintiff proposes that the Settlement be administered by Phoenix Settlement
4 Administrators (“Phoenix”), an experienced class action settlement administrator. Plaintiff obtained
5 bids for administration from APEX Class Action Administration (\$7,500.00), Phoenix Settlement
6 Administrators (\$7,500.00), and CPT Group, Inc. (\$10,000.00). The Parties agreed to use Phoenix
7 based on its consistent track record and high-quality settlement administration work performed for
8 hundreds of class action settlements similar to this one. Jodey Lawrence of Phoenix will file a
9 declaration attesting to the administrator’s experience, fee to be charged, and how such fee was
10 calculated concurrently with Plaintiff’s Motion.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed on January 30, 2024, at El Segundo, California.

13 

14 _____
Paul K. Haines

EXHIBIT A

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

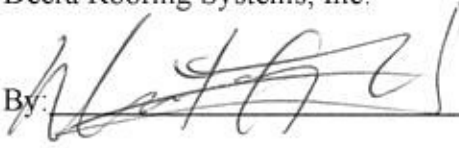
(3) No attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of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

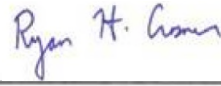
By: _____

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

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 17, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

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

To Whom It May Concern:

Please be advised that this law firm represents Ramon Puente Vasquez (“Mr. Puente Vasquez”) in claims arising from his employment with Decra Roofing Systems, Inc.; and Does 1 through 100 (collectively “Decra”). Mr. Puente Vasquez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Decra’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for the violations described herein is one year plus 178 days prior to the date of this letter. Thus, the “aggrieved employees” whom Mr. Puente Vasquez seeks to represent include all aggrieved employees who worked for Decra in California at any time from one year plus 178 prior to the date of this letter through the present.

Decra designs and manufactures a variety of metal roofing products, including tiles, shakes, and shingles. Mr. Puente Vasquez began working for Decra at its Corona, California facility as a non-exempt employee in approximately 2012 and is currently employed by Decra. During Mr. Puente Vasquez’s employment with Decra, Mr. Puente Vasquez was typically scheduled to start his shift at 5:00 a.m. Mr. Puente Vasquez was required to be at his assigned working area at the scheduled start time of 5:00 a.m. to attend daily production meetings. In order to be at his assigned working area at the scheduled start time of 5:00 a.m., Mr. Puente Vasquez regularly clocked in prior to his scheduled start time of 5:00 a.m. to don required protective gear, including a vest, gloves, helmet and ear plugs, and other items, and to walk to his assigned working area.

During Mr. Puente Vasquez’s and other aggrieved employees’ employment with Decra, Decra’s timekeeping policies and/or practices resulted in Mr. Puente Vasquez and

other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, Decra only paid Mr. Puente Vasquez and other aggrieved employees based on their scheduled start of shift, rather than the actual time they began working each workday, thereby causing Mr. Puente Vasquez and other aggrieved employees to be underpaid for all wages due, including minimum, overtime, and double-time wages. Decra's timekeeping policies/practices were not evenhanded and have resulted in Mr. Puente Vasquez and other aggrieved employees not being compensated for all hours worked. Further, on occasions when Mr. Puente Vasquez and other aggrieved employees worked over eight (8) hours in a workday and/or forty (40) hours in a workweek, Decra's timekeeping policies/practices deprived them of additional overtime and double-time wages earned.

During Mr. Puente Vasquez's employment with Decra, Mr. Puente Vasquez and other aggrieved employees often worked over eight (8) hours per workday and/or more than forty (40) hours per workweek but did not receive overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours. Specifically, Decra paid Mr. Puente Vasquez and other aggrieved employees safety-related bonuses and other non-discretionary incentive pay, including, but not limited to, payments denoted as "bonus" and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). However, Decra failed to properly calculate Mr. Puente Vasquez's and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

Decra failed to provide Mr. Puente Vasquez and other aggrieved employees with all legally compliant meal periods due to Decra's meal period policies/practices, which have failed to provide Mr. Puente Vasquez and other aggrieved employees with an uninterrupted meal period of at least 30 minutes in duration commencing before the conclusion of the fifth hour of work. Decra's meal period policies/practices also failed to provide a second meal period for shifts in excess of 10.0 hours. Specifically, although Mr. Puente Vasquez typically clocked in for his shift prior to 5:00 a.m., Mr. Puente Vasquez was occasionally prevented from taking a meal period until 10:00 a.m., which is after the completion of five hours of work. Decra also failed to provide Mr. Puente Vasquez and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Puente Vasquez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Decra failed to compensate Mr. Puente Vasquez and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Decra maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to its non-exempt employees.

Mr. Puente Vasquez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Decra's unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for

every four hours worked, or major fraction thereof. Specifically, although Mr. Puente Vasquez and other aggrieved employees regularly worked shifts in excess of 10.0 hours, Decra's rest period policies/practices failed to authorize and permit a third rest period for shifts of over 10.0 hours. On those occasions when Mr. Puente Vasquez and other aggrieved employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Decra failed to compensate Mr. Puente Vasquez and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Decra maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant rest period was not authorized and permitted to its non-exempt employees.

Decra further violated Labor Code § 246 by failing to pay sick pay at the regular rate of pay. As stated above, Mr. Puente Vasquez and other aggrieved employees regularly received non-discretionary safety-related bonuses and other Incentive Pay, which increased their regular rate of pay. However, Decra failed to properly calculate Mr. Vasquez's and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the sick wages owed to them.

As a result of Decra's failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Decra maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Puente Vasquez and other aggrieved employees.

As described above, Decra committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Minimum Wage Violations

Decra was required to pay Mr. Puente Vasquez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Decra failed to conform its pay practices to the requirements of the law by failing to pay Mr. Puente Vasquez and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Decra and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Puente Vasquez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Decra was required to pay Mr. Puente Vasquez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work

in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Decra caused Mr. Puente Vasquez and other aggrieved employees to work overtime hours, but failed to credit these employees with all overtime hours actually worked. As a result of these policies/practices, Mr. Puente Vasquez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Decra failed to provide Mr. Puente Vasquez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Puente Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Decra also failed to authorize and permit Mr. Puente Vasquez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Puente Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Decra was required to furnish Mr. Puente Vasquez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Decra’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal

and rest period premium wages, Decra maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Puente Vasquez and other aggrieved employees in violation of Labor Code § 226. Decra's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Puente Vasquez and other aggrieved employees have suffered injury as a result.

Failure to Pay Sick Pay at Correct Rate

Labor Code § 246 requires that an employer pays its employees who work thirty (30) or more days within a year from commencement of employment for paid sick leave at an employee's regular rate of pay. As a result of Decra's failure to include bonuses, and other non-discretionary Incentive Pay in its calculation of the regular rate of pay for the purposes of sick leave, Decra has violated Labor Code § 246.

As an "aggrieved employee," Mr. Puente Vasquez will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Puente Vasquez's own investigation, and on information and belief, Decra committed and continues to commit the following Labor Code violations:

- a. Decra violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Puente Vasquez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Decra violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Puente Vasquez and other aggrieved employees all overtime compensation earned;
- c. Decra violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Puente Vasquez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Decra violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Puente Vasquez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Puente Vasquez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Decra has violated Labor § 246, 558, and 1198 by failing to pay Mr. Puente Vasquez and other aggrieved employees sick pay at their respective regular rates of pay;
- f. Decra violated Labor Code § 226 by failing to furnish Mr. Puente Vasquez and other aggrieved employees with accurate and compliant itemized wage statements;

- g. Decra violated Labor Code § 204 by failing to pay Mr. Puente Vasquez and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Decra violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Puente Vasquez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Decra if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Decra Roofing Systems, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 09/18/2021

HAINES LAW GROUP:

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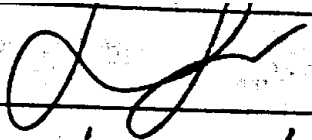
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