

Carolyn Hunt Cottrell (SBN 166977)
Philippe M.J. Gaudard (SBN 331744)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
ccottrell@schneiderwallace.com
pgaudard@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State
of California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

PEDRO MERAZ-VALENCIA, on behalf of the
State of California, and Aggrieved Employees,

Plaintiff,

v.

WESTLAKE ROYAL ROOFING, LLC,

Defendant.

Case No. 23CV000854

Hon. David A. Hoffner

**SUPPLEMENTAL DECLARATION OF
PHILIPPE M.J. GAUDARD IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 5, 2026

Time: 1:30 p.m.

Dept.: CX-103

Action Filed: May 1, 2023

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1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California, I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.
2. I am an associate attorney at Schneider Wallace Cottrell Kim LLP (“SWCK”). SWCK specializes in class and representative action litigation in state and federal court.
3. I submit this supplemental declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) filed by Plaintiffs Pedro Meraz-Valencia (“Plaintiff”) in the above-captioned matter (“Action”). I am familiar with the file, the documents, and the history of this Action. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.
4. The proposed amendment to the Settlement Agreement is attached as **Exhibit A**.
5. The proposed revised Class Notice is attached as **Exhibit B**.
6. A redline version of the revised Class Notice is attached as **Exhibit C**.

Executed this 22nd day of December 2025 in Tahoe City, California.


Philippe M.J. Gaudard

EXHIBIT A

AMENDMENT TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Pedro Meraz Valencia (“Meraz”) (“Plaintiff” or “Class Representative”), individually and on behalf of the proposed Settlement Class Members and the proposed PAGA Settlement Group, on the one hand, and Defendant Westlake Royal Roofing LLC (“Westlake” or “Defendant”), on the other hand, hereby revoke their previously-signed Amended Class and Representative Action Settlement Agreement and Release (the “Amended Agreement”) with respect to the Actions such that their previously-signed Class and Representative Action Settlement Agreement and Release (“the Original Agreement”) is their operative settlement agreement with respect to the Actions, and now hereby amend the Original Agreement as set forth below with changes shown in redline format as indicated. All defined terms in the Original Agreement have the same meanings when used above and hereinbelow.

First, **Section I.13** of the Original Agreement is replaced in full with the following:

13. Escalator Clause

“Escalator Clause:” Defendant represented prior to the mediation that through April 1, 2023, there were approximately 417 Settlement Class Members who collectively worked a total of approximately 33,251 workweeks, and the Parties agree that the extrapolated total number of Workweeks worked by the Participating Settlement Class Members during the Class Period through July 18, 2023 is 39,967 (the “Base Workweeks”). In the event that the total number of Workweeks worked by the Participating Class Members during the Class Period exceeds the Base Workweeks by more than 10%, then: (1) Defendant may elect to increase the Total Settlement Amount by the same number of percentage points above 10% by which the actual number of Workweeks exceeds the Base Workweeks (e.g., if the actual number of Workweeks is 12% higher than the Base Workweeks, the Total Settlement Amount would be increased by 2%); or (2) Defendant may elect to have the Class Period and PAGA Periods and Released Claims and PAGA Release dates end as of the date the 10% threshold was reached. In the event Defendant declines to elect either of these options, the Parties will meet and confer (with the assistance of the Mediator, if necessary) to attempt to reach a different agreement for addressing the issue. Otherwise, in the event the parties are unable to reach such an agreement, Plaintiff may, at his option, void the settlement or proceed with the settlement without any increase in the Total Settlement Amount.

These determinations and elections will be made before notice of the settlement is sent by the Settlement Administrator to the Settlement Class Members.

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

Second, **Section I.33** of the Original Agreement is replaced in full with the following:

33. Released Claims

“Released Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order or regulation by Settlement Class Members and PAGA Settlement Group Members against Released Parties that were or could have been pled based on the facts, theories, statutes and/or violations alleged in the Complaints, including but not limited to, any claim for: (1) Failure to Pay Minimum Wages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1197.1 and 1198 and any related provisions of any applicable California Industrial Welfare Commission [“IWC”] Wage Order(s)); (2) Failure to Pay Overtime Wages (Labor Code § 510 and any related provisions of any applicable IWC Wage Order(s)); (3) Failure to Authorize and Permit and/or Make Available Meal Periods (Labor Code §§ 226.7 and 512 and any related provisions of any applicable IWC Wage Order(s)); (4) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code §§ 226, 226.3 and 226.6 and any related provisions of any applicable IWC Wage Order(s)); (5) Failure to Timely Pay All Wages at Termination (Labor Code §§ 201-203 and any related provisions of any applicable IWC Wage Order(s)); and (6) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) based on such alleged facts, theories, statutes and/or violations, ~~any claims based on such alleged facts, theories and/or violations that could have been brought under the Fair Labor Standards Act (“FLSA”) or any applicable California Industrial Welfare Commission Wage Order; and~~ related common law claims based on or reasonably arising out of ~~or reasonably related to~~ any such facts, theories and/or violations; ~~and any other derivative claims under California law,~~ including without limitation, as to all of the foregoing, claims for statutory or civil penalties, compensatory damages, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of Released Claims shall be through February 3, 2024.

Third, **Section III.2** of the Original Agreement is replaced in full with the following:

[REPLACEMENT TEXT ON NEXT PAGE]

AMENDMENT TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

2. Release by Plaintiff on Behalf of the LWDA.

In his capacity as a private attorney general “aggrieved employee” acting on behalf of himself and as a proxy or agent of the LWDA and State of California, Plaintiff agrees to release Defendant and the Released Parties from any and all PAGA claims covered by the PAGA Release. ~~Upon approval of this~~ This Agreement, as approved by the Court, will have res judicata and collateral estoppel effect as to Plaintiff, the PAGA Settlement Group, the LWDA, and the State of California, ~~and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any PAGA Claims covered by the PAGA Release in the Actions or any other pending or future litigation, arbitration, or other legal forum.~~ Settlement Class Members cannot exclude themselves from being included in the PAGA Settlement Group and being subject to the PAGA Release if the court approves the PAGA Settlement.

Fourth, the first full paragraph of **Section III.6** of the Original Agreement is replaced in full with the following:

6. Tax Treatment.

All Individual Settlement Payments shall be allocated as follows: 23% as to wages ~~and 77%~~; 25% as to statutory, non-wage damages; 26% as to penalties; and 26% as to interest. However, the Parties agree that the amount of the Settlement allocated to wages shall not exceed 13.5% of the Total Settlement Amount. ~~The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. The 23% portion of Individual Settlement Payments subject to required tax withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments, including any Individual PAGA Payment. Plaintiff and Settlement Class Members should consult with their tax advisors concerning the tax consequences of any Individual Settlement Payment they may receive under the Settlement.~~

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

Fifth, the first full paragraph of **Section III.13** of the Original Agreement is replaced in full with the following:

13. Unclaimed Payment(s).

Settlement Class Members will have 180 days from the date of their Individual Settlement Payment and Individual PAGA Payment check(s) sent to them by the Settlement Administrator to deposit, cash or otherwise deposit their check(s). Funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks (“Unclaimed Payments”) shall be deposited to the State of California Unclaimed Property Fund in the name of each Settlement Class Member or PAGA Settlement Group Member who did not ~~cash~~deposit, cash or otherwise negotiate his or her Individual Settlement Payment and/or Individual PAGA Payment check(s) in accordance with California’s escheatment laws.

Sixth, the first full paragraph of **Section III.17** of the Original Agreement is replaced in full with the following:

17. LWDA and Individual PAGA Payments.

A total amount of \$87,500.00 from the Total Settlement Amount will be allocated to the PAGA Payment. Seventy-five percent (75%) of this amount, or \$65,6265.00, will be the LWDA PAGA Payment and the remaining twenty-five (25%), or \$21,875.00, will be payable to PAGA Settlement Group members as their Individual PAGA Payment, calculated as set forth in Section III.12(b).

Seventh, the second full paragraph of **Section III.19 (Final Approval Order)** of the Original Agreement is replaced in full with the following:

[REPLACEMENT TEXT ON NEXT PAGE]

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

As part of the Final Approval of the Settlement, Plaintiff, Participating Class Members, the PAGA Settlement Group and the LWDA shall be enjoined barred by operation of res judicata and collateral estoppel from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the claims they have released as set forth in this Agreement. ~~This Settlement is conditioned upon the release by Participating Class Members, Plaintiff, the PAGA Settlement Group, and the LWDA as described in this Agreement, and upon covenants by each of them that they will not and cannot bring or participate in any actions, lawsuits, proceedings, complaints, or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as set forth in this Agreement, nor will any of them contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such Released Claims against any of them.~~ Additionally, it is agreed herein that neither injunctive nor declaratory relief, nor any equitable relief, will be ordered by the Court against Defendant in granting final approval of the Settlement, which will otherwise be grounds for Defendant rescinding and terminating this Agreement.

All other terms and provisions of the Original Agreement remain unchanged and in full force and effect, subject to the Court granting preliminary and final approval thereof, as amended herein.

IT IS SO AGREED:

Dated: 12 / 19 / 2025



PEDRO MERAZ VALENCIA, individually
and as proposed Class Representative

Dated: _____

WESTLAKE ROYAL ROOFING LLC

By: _____
Dustin Kruger
Vice President – Roofing & Stone

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

APPROVED AS TO FORM:

Dated: December 19, 2025

**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**



By: _____

Carolyn H. Cottrell
Philippe M.J. Gaudard

*Attorneys for Pedro Meraz Valencia and the
Proposed Class*

Dated: _____

BAKER & HOSTETLER LLP

By: _____

Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Kerri H. Sakaue

Attorneys for Westlake Royal Roofing LLC

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

As part of the Final Approval of the Settlement, Plaintiff, Participating Class Members, the PAGA Settlement Group and the LWDA shall be enjoined barred by operation of res judicata and collateral estoppel from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement (“DLSE”), with the LWDA, or with any other entity, with respect to the claims they have released as set forth in this Agreement. ~~This Settlement is conditioned upon the release by Participating Class Members, Plaintiff, the PAGA Settlement Group, and the LWDA as described in this Agreement, and upon covenants by each of them that they will not and cannot bring or participate in any actions, lawsuits, proceedings, complaints, or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as set forth in this Agreement, nor will any of them contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such Released Claims against any of them.~~ Additionally, it is agreed herein that neither injunctive nor declaratory relief, nor any equitable relief, will be ordered by the Court against Defendant in granting final approval of the Settlement, which will otherwise be grounds for Defendant rescinding and terminating this Agreement.

All other terms and provisions of the Original Agreement remain unchanged and in full force and effect, subject to the Court granting preliminary and final approval thereof, as amended herein.

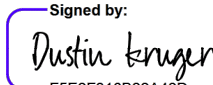
IT IS SO AGREED:

Dated: _____

PEDRO MERAZ VALENCIA, individually
and as proposed Class Representative

Dated: December 18, 2025

WESTLAKE ROYAL ROOFING LLC

By:  Signed by:

Dustin Kruger
Vice President – Roofing & Stone

**AMENDMENT TO CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

APPROVED AS TO FORM:

Dated: _____

**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**

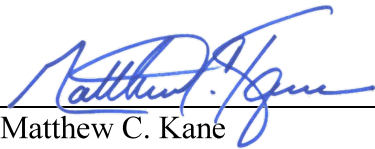
By: _____

Carolyn H. Cottrell
Philippe M.J. Gaudard

*Attorneys for Pedro Meraz Valencia and the
Proposed Class*

Dated: December 18, 2025

BAKER & HOSTETLER LLP

By:  _____

Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Kerri H. Sakaue

Attorneys for Westlake Royal Roofing LLC

EXHIBIT B

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

Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC

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

You may be eligible to receive money from a class action and Private Attorney General Act (“PAGA”) lawsuit (the “Action”) against Defendant Westlake Royal Roofing, LLC (“Westlake” or “Defendant”) for alleged California wage and hour violations. The Action was filed by former Westlake employee Pedro Meraz-Valencia, who performed services for Westlake and seeks payment of (1) back wages and penalties for a class of all current and former hourly, non-exempt employees who were employed by Westlake Royal Roofing LLC and worked in California during the time period starting from March 14, 2018 through February 3, 2024; and (2) penalties under the PAGA for all such employees of Westlake in California during the PAGA Period (March 20, 2021 through February 3, 2024) (“Aggrieved Employees”).

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

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

The above estimates are based on Westlake’s records showing that **you worked [REDACTED] workweeks** during the Class Period and PAGA Period (“Workweeks”). If you believe that you worked more Workweeks during either period, you can submit a challenge by the deadline date. See Sections 4 and 7 of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Class Settlement.** If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. You may also orally object at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. See Section 7 of this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion using the provided exclusion form that you can complete and submit. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. Class Members may orally object at the Final Approval Hearing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not

Written Objections Must be Submitted by 	personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Settlement Payment and (if any) PAGA Payment depend on how many Workweeks you worked at least 8 hours during the Class Period and how many Workweeks you worked at least one day during the PAGA Period, respectively. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Sections 4 and 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Westlake. In the Action, Plaintiff accuses Westlake of violating California labor laws by failing to pay all minimum and overtime wages due, failing to provide legally compliant meal periods, failing to provide him all wages due upon separation from employment, and failing to provide accurate, itemized wage statements. Based on the same claims, Plaintiff has also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by the following law firm in the Action ("Class Counsel"): Schneider Wallace Cottrell Kim, LLP.

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

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

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

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

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

- A. Defendants Will Pay \$1,750,000.00, plus all employer payroll taxes owed on the Individual Settlement Payments, as the Total Settlement Amount (“Total Settlement”). Defendant has agreed to deposit the Total Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Total Settlement not more than 7 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Total Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (1) Up to \$612,500.00 (35% of the Total Settlement) to Class Counsel for attorneys’ fees and for their litigation expenses, currently estimated at \$ \$10,391.68, and not to exceed \$12,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (2) Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - (3) Up to \$9,250.00 to the Administrator for services administering the Settlement.
 - (4) Up to \$87,500.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to the Aggrieved Employees based on the total number of Workweeks they worked during the PAGA Period.
- Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement (the “Net Settlement”) by making Individual Settlement Payments to Participating Class Members based on the total number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 23% of each Individual Settlement Payment to taxable wages (“Wage Portion”); and 25% as to statutory, non-wage damages, 26% as to penalties, and 26% as to interest (collectively, the “Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099 if required.

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

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date (i.e., within 180 days from the date of issuance of the check), your check will be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member or Aggrieved Employee who did not cash his or her Individual Settlement Payment and/or Individual PAGA Payment check(s) in accordance with California’s escheatment laws.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to complete and submit the Request for Exclusion form provided with this notice by the [REDACTED] Response Deadline. The Request for Exclusion sets forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (“Phoenix”) (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will

also decide Class Member and Aggrieved Employee Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's decisions as to workweek challenges are subject to the Court's review and final adjudication. The Administrator's contact information is contained in Section 9 of this Notice.

- I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Total Settlement, including the amount necessary to pay employer's payroll taxes on Individual Settlement Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for (1) wages based on the Class Period facts and/or (2) PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Upon the Effective Date, Class Representatives and each of the Participating Class Members shall be deemed to have released Defendant and any of its former or present direct and/or indirect parent companies, subsidiaries, affiliates, divisions, predecessors, or successors, and its and their respective officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, assigns, executors, administrators, beneficiaries, legal representatives, trustees, joint employers and employees, past and present, and each of them and anyone acting in concert with any of the foregoing ("Released Parties") from any and all claims that were or could have been pled based on the facts, theories and/or violations alleged in the relevant pleadings in this Action, including but not limited to, any claim for: (1) Failure to Pay Minimum Wages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1197.1 and 1198 and any related provisions of any applicable California Industrial Welfare Commission ["IWC"] Wage Order(s)); (2) Failure to Pay Overtime Wages (Labor Code § 510 and any related provisions of any applicable IWC Wage Order(s)); (3) Failure to Authorize and Permit and/or Make Available Meal Periods (Labor Code §§ 226.7 and 512 and any related provisions of any applicable IWC Wage Order(s)); (4) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code § 226, 226.3 and 226.6 and any related provisions of any applicable IWC Wage Order(s)); (5) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and claims for PAGA Penalties (Cal. Labor Code §§ 2698 *et seq.*) based on such alleged facts, theories and/or violations; and related common law claims based on or reasonably arising out of any such facts, theories and/or violations, including without limitation, as to all of the foregoing, claims for statutory or civil penalties, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The release of claims under the Unfair Competition Law does not include violations that could have been brought under the FLSA or any applicable IWC Wage Order. The period of Released Claims shall be through February 3, 2024.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Total Settlement (and separately paid the employer-side payroll taxes), all Aggrieved

Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release is as follows:

Any and all claims or causes of action for civil penalties and other relief available pursuant to PAGA, whether individual or non-individual, attorneys fees or costs, and any other applicable relief under PAGA, against Released Parties that were or could have been pled based on the alleged facts, theories and violations set forth in the Complaints and/or the LWDA notices.. Regardless of whether any Class Members opt out of the Class Settlement, they will still be bound by the PAGA Release if they are members of the PAGA Settlement Group and will not have any right or ability to opt out of being covered by the PAGA release. The period of the PAGA Release will extend through February 3, 2024.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement and shall be paid pursuant to the settlement formula as follows: (i) first, using the Class Information, the Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek total; (ii) second, the Administrator will divide the Net Settlement Amount by the Workweek total to determine the settlement value for each Workweek (the "Workweek Value"); and (iii) third, the Administrator will multiply the number of Workweeks of a Participating Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member's Individual Settlement Payment.
- B. Individual PAGA Payments. The Administrator will allocate the Individual PAGA Payments to members of the PAGA Settlement Group based on the number of Workweeks each member of the PAGA Settlement Group worked during the PAGA Period. Those Workweeks will be divided by the total number of Workweeks for all members of the PAGA Settlement Group, then multiplied by the \$21,875 portion of the PAGA Payment to determine allocations to individual members of the PAGA Settlement Group. The Settlement Administrator shall issue I.R.S. Form 1099 if required for these payments. For Participating Class Members, PAGA Settlement Group payments that are to be paid because the Participating Class Member is a member of the PAGA Group will be paid in one lump sum check with any Individual Settlement Payment.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. The

administrator's decisions as to workweek challenges are subject to the Court's review and final adjudication.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and Defendant's Counsel, subject to the Court's review and final adjudication.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and any Individual PAGA Payment the Participating Class Member is eligible to receive under the Settlement.
- B. Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send the Administrator your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Before the [REDACTED] Final Approval Hearing, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for attorneys' fees, litigation expenses and Plaintiff's service award, stating (i) the amount Class Counsel are requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Award. Upon reasonable

request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement or the motion for attorneys' fees, litigation expenses and Plaintiff's service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department CX105 of the Orange County Superior Court, located at [REDACTED]. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/civil-case-access> and entering the Case Number for the Action, Case No. 30-2022-01262267-CU-OE-CXC.

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

Class Counsel:

Name of Attorney: Carolyn H. Cottrell; Philippe M.J. Gaudard

Email Address: pgaudard@schneiderwallace.com

Name of Firm: SCHNEIDER WALLACE COTTRELL KIM LLP

Mailing Address: 2000 Powell Street, Suite 1400, Emeryville, California 94608

Telephone: (415) 421-7100

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions ("Phoenix")

Email Address: [REDACTED]

Mailing Address: [REDACTED]
Telephone: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FORM

Meraz v. Westlake Royal Roofing, LLC,
Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC

If you want to exclude yourself or “opt out” from the Settlement, you must complete, sign, and date this form, and then mail it on or before -----, 2026, to the Settlement Administrator at the following address:

Phoenix Class Action Administration Solutions
P. O. Box _____
_____, _____

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the Settlement. **You will NOT receive an individual Class payment if you complete, sign and return this form.** However, you will still receive an individual PAGA payment.

B. To exclude yourself or “opt out” of the Settlement, complete, sign, date and return this form. To be effective, this form must be filled out completely, signed and postmarked on or before -----, 2026.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the class action lawsuit and settlement entitled *Meraz v. Westlake Royal Roofing, LLC*, California Superior Court for the County of Orange Case No. 30-2022-01262267-CU-OE-CXC. I understand that by requesting to be excluded from the settlement, I will receive no money from the Class portion of the Settlement described in this Notice.

Print Name: _____

Address: _____

Last 4 Digits of SSN: _____

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

(Sign your name here)

Date

EXHIBIT C

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

Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC

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

You may be eligible to receive money from a class action and Private Attorney General Act (“PAGA”) lawsuit (the “Action”) against Defendant Westlake Royal Roofing, LLC (“Westlake” or “Defendant”) for alleged California wage and hour violations. The Action was filed by former Westlake employee Pedro Meraz-Valencia, who performed services for Westlake and seeks payment of (1) back wages and penalties for a class of all current and former hourly, non-exempt employees who were employed by Westlake Royal Roofing LLC and worked in California during the time period starting from March 14, 2018 through February 3, 2024; and (2) penalties under the PAGA for all such employees of Westlake in California during the PAGA Period (March 20, 2021 through February 3, 2024) (“Aggrieved Employees”).

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

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

The above estimates are based on Westlake’s records showing that **you worked [REDACTED] workweeks** during the Class Period and PAGA Period (“Workweeks”). If you believe that you worked more Workweeks during either period, you can submit a challenge by the deadline date. See Sections 4 and 7 of this Notice.

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

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

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

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

~~(2)~~(3) **Object to the Class Settlement.** If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. You may also orally object at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. See Section 7 of this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion <u>using the provided exclusion form that you can complete and submit</u>. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. Class Members may orally object at the Final Approval Hearing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not

Written Objections Must be Submitted by 	personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Settlement Payment and (if any) PAGA Payment depend on how many Workweeks you worked at least 8 hours during the Class Period and how many Workweeks you worked at least one day during the PAGA Period, respectively. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Sections 4 and 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Westlake. In the Action, Plaintiff accuses Westlake of violating California labor laws by failing to pay all minimum and overtime wages due, failing to provide legally compliant meal periods, failing to provide him all wages due upon separation from employment, and failing to provide accurate, itemized wage statements. Based on the same claims, Plaintiff has also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by the following law firm in the Action ("Class Counsel"): Schneider Wallace Cottrell K~~imonee~~ky, LLP.

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

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

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

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

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

- A. Defendants Will Pay \$1,750,000.00, plus all employer payroll taxes owed on the Individual Settlement Payments, as the Total Settlement Amount (“Total Settlement”). Defendant has agreed to deposit the Total Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Total Settlement not more than 7 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Total Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (1) Up to \$612,500.00 (35% of the Total Settlement) to Class Counsel for attorneys’ fees and for their litigation expenses, currently estimated at \$ \$10,391.68, and not to exceed \$12,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (2) Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - (3) Up to \$9,250.00 to the Administrator for services administering the Settlement.
 - (4) Up to \$87,500.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to the Aggrieved Employees based on the total number of Workweeks they worked during the PAGA Period.
- Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement (the “Net Settlement”) by making Individual Settlement Payments to Participating Class Members based on the total number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 23% of each Individual Settlement Payment to taxable wages (“Wage Portion”); and 25% as to statutory, non-wage damages, 26% as to penalties, and 26% as to interest~~77% to interest and penalties~~ (collectively, the “Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099 if required.

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

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date (i.e., within 180 days from the date of issuance of the check), your check will be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member or Aggrieved Employee who did not cash his or her Individual Settlement Payment and/or Individual PAGA Payment check(s) in accordance with California’s escheatment laws.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to complete and submit the~~send a written and signed~~ Request for Exclusion form provided with this notice by the [REDACTED] Response Deadline. The Request for Exclusion ~~should be a letter from a Class Member or his/her representative~~ setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (“Phoenix”) (the “Administrator”), to send this Notice, calculate and

make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member and Aggrieved Employee Challenges over Workweeks ~~(subject to the Court's review)~~, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's decisions as to workweek challenges are subject to the Court's review and final adjudication. The Administrator's contact information is contained in Section 9 of this Notice.

- I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Total Settlement, including the amount necessary to pay employer's payroll taxes on Individual Settlement Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for (1) wages based on the Class Period facts and/or (2) PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Upon the Effective Date, Class Representatives and each of the Participating Class Members shall be deemed to have released Defendant and any of its former or present direct and/or indirect parent companies, subsidiaries, affiliates, divisions, predecessors, or successors, and its and their respective officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, assigns, executors, administrators, beneficiaries, legal representatives, trustees, joint employers and employees, past and present, and each of them and anyone acting in concert with any of the foregoing ("Released Parties") from any and all claims that were or could have been pled based on the facts, theories and/or violations alleged in the relevant pleadings in this Action, including but not limited to, any claim for: (1) Failure to Pay Minimum Wages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1197.1 and 1198 and any related provisions of any applicable California Industrial Welfare Commission ["IWC"] Wage Order(s)); (2) Failure to Pay Overtime Wages (Labor Code § 510 and any related provisions of any applicable IWC Wage Order(s)); (3) Failure to Authorize and Permit and/or Make Available Meal Periods (Labor Code §§ 226.7 and 512 and any related provisions of any applicable IWC Wage Order(s)); (4) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code §§ 226, 226.3 and 226.6 and any related provisions of any applicable IWC Wage Order(s)); (5) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and claims for PAGA Penalties (Cal. Labor Code §§ 2698 *et seq.*) based on such alleged facts, theories and/or violations, ~~any claims based on such alleged facts, theories and/or violations that could have been brought under the Fair Labor Standards Act ("FLSA") or any applicable California Industrial Welfare Commission ("IWC") Wage Order;~~ and related common law claims based on or reasonably arising out of any such facts, theories and/or violations, including without limitation, as to all of the foregoing, claims for statutory or civil penalties, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The release of claims under the Unfair Competition Law does not include violations that could have been brought under the FLSA or any applicable IWC Wage Order. The period of Released Claims shall be through February 3, 2024.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Total Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release is as follows:

Any and all claims or causes of action for civil penalties and other relief available pursuant to PAGA, whether individual or non-individual, attorneys fees or costs, and any other applicable relief under PAGA, against Released Parties that were or could have been pled based on the alleged facts, theories and violations set forth in the Complaints and/or the LWDA notices.. Regardless of whether any Class Members opt out of the Class Settlement, they will still be bound by the PAGA Release if they are members of the PAGA Settlement Group and will not have any right or ability to opt out of being covered by the PAGA release. The period of the PAGA Release will extend through February 3, 2024.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement and shall be paid pursuant to the settlement formula as follows: (i) first, using the Class Information, the Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek total; (ii) second, the Administrator will divide the Net Settlement Amount by the Workweek total to determine the settlement value for each Workweek (the "Workweek Value"); and (iii) third, the Administrator will multiply the number of Workweeks of a Participating Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member's Individual Settlement Payment.
- B. Individual PAGA Payments. The Administrator will allocate the Individual PAGA Payments to members of the PAGA Settlement Group based on the number of Workweeks each member of the PAGA Settlement Group worked during the PAGA Period. Those Workweeks will be divided by the total number of Workweeks for all members of the PAGA Settlement Group, then multiplied by the \$21,875 portion of the PAGA Payment to determine allocations to individual members of the PAGA Settlement Group. The Settlement Administrator shall issue I.R.S. Form 1099 if required for these payments. For Participating Class Members, PAGA Settlement Group payments that are to be paid because the Participating Class Member is a member of the PAGA Group will be paid in one lump sum check with any Individual Settlement Payment.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail,

email or fax. Section 9 of this Notice has the Administrator's contact information. The administrator's decisions as to workweek challenges are subject to the Court's review and final adjudication.

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

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and any Individual PAGA Payment the Participating Class Member is eligible to receive under the Settlement.
- B. Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send the Administrator your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Before the [REDACTED] Final Approval Hearing, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for attorneys' fees, litigation expenses and Plaintiff's service award, stating (i) the amount Class Counsel are requesting for attorneys' fees and litigation expenses;

and (ii) the amount Plaintiff is requesting as Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement or the motion for attorneys' fees, litigation expenses and Plaintiff's service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Meraz v. Westlake Royal Roofing, LLC, Orange County Superior Ct. No. 30-2022-01262267-CU-OE-CXC*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department CX105 of the Orange County Superior Court, located at [REDACTED]. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/civil-case-access> and entering the Case Number for the Action, Case No. 30-2022-01262267-CU-OE-CXC.

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

Class Counsel:

Name of Attorney: Carolyn H. Cottrell; Philippe M.J. Gaudard

Email Address: pgaudard@schneiderwallace.com

Name of Firm: SCHNEIDER WALLACE COTTRELL KIMONECKY LLP

Mailing Address: 2000 Powell Street, Suite 1400, Emeryville, California 94608

Telephone: (415) 421-7100

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions ("Phoenix")

Email Address: [REDACTED]
Mailing Address: [REDACTED]
Telephone: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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