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Attorney for Defendant  
ALLIED ROOFING & WATERPROOFING, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

JAVIER ROMERO, individually and on behalf of  
others similarly situated,

Plaintiff,

vs.

ALLIED ROOFING & WATERPROOFING,  
INC., a California corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 21STCV12180

*Assigned for all purposes to the Hon.  
William F. Highberger, Dept. 10*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

|                  |                 |
|------------------|-----------------|
| Complaint Filed: | March 30, 2021  |
| FAC Filed:       | April, 22, 2025 |
| Trial Date:      | None Set        |

## **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff JAVIER ROMERO (“Plaintiff”), individually and on behalf of all others similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendant ALLIED ROOFING & WATERPROOFING, INC. (“Defendant”) on the other hand in the lawsuit entitled *Javier Romer, et al. v. Allied Roofing & Waterproofing, Inc., et al.*, filed in the Los Angeles County Superior Court, Case No. 21STCV12180. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

### **DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

2. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Allied Roofing & Waterproofing, Inc. captioned *Javier Romer, et al. v. Allied Roofing & Waterproofing, Inc., et al.*, Los Angeles County Case No. 21STCV12180, initiated on March 30, 2021, the First Amended Complaint (“FAC”) filed on April 22, 2025, and the claims asserted in Plaintiff’s correspondence dated February 10, 2025 to the Labor and Workforce Development Agency seeking penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter”).

3. “Class Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez of Protection Law Group LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request

attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, i.e., One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00), and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator within Fourteen (14) calendar days after the date on which the Court enters an order granting preliminary approval of the Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; and (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendant who worked in the State of California at any time during the Class Period.

7. "Class Period" means the period commencing on March 30, 2017 and January 10, 2025.

8. "Class Representative" means Plaintiff Javier Romero in his capacity as a representative of the Class Members.

9. "Class Representative Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the effort and risk he has taken in assisting with the prosecution of the Action and in exchange for a General Release of his claims as provided herein, at no additional cost to Defendant.

10. "Court" means the Superior Court of the State of California for the County of Los Angeles.

11. “Defendant” means Allied Roofing & Waterproofing, Inc.

12. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Defendant and Defendant’s Counsel waive all rights to appeal the Final Approval Order.

13. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

14. “Final Approval” means the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement.

15. “General Release” means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

16. “Gross Settlement Amount” means the total sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, and (5) Class Representative Incentive Payment to Plaintiff. The Gross Settlement Amount is exclusive of the employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount that Defendant is required to pay under the Settlement. In the event that the consideration due under this Agreement is not paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms of this Agreement. If the Agreement is voided, then the time for

Plaintiff to bring class and/or aggrieved employee claims, will be tolled from the date that this Agreement is fully executed. The Gross Settlement Amount will be funded by Defendant in two (2) installments. The first installment in the amount of \$300,000.00 shall be made within forty-five (45) days of Preliminary Approval of the settlement. The second installment in the amount of \$200,000.00 shall be made a hundred eighty (180) days after the first installment, provided no objections/appeals to the settlement are filed.

17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

18. “Net Settlement Amount” means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, and (4) Class Representative Incentive Payment to Plaintiff.

19. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members’ last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”).

21. “PAGA Payment” means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA and payments to the PAGA Members of their twenty-five percent (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be paid from the Gross Settlement Amount. Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount will be allocated toward penalties under PAGA, of which Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be paid to the LWDA and Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to PAGA Members on a *pro rata* basis based on Pay Periods worked by the PAGA Members during the PAGA Period.

PAGA Members will receive payment from the employee portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

22. “PAGA Period” means the period commencing on February 10, 2024, and ending on January 10, 2025.

23. “PAGA Members” means all current and former non-exempt employees of Defendant who worked in the State of California during the PAGA Period.

24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

25. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion. No claim form is required for a Class Member to become a Participating Class Member.

26. “Pay Period” means any pay period in which a PAGA Member worked at least 1 day.

27. “Plaintiff” means Javier Romero.

28. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

29. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response Deadline and include: (a) the objector’s full name, signature, address, telephone number, the approximate dates of employment in California, last four digits of the Class Member’s social security number or employee ID number; (b) the case name and number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; (e) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member’s expense; and (f) the identity of the objector’s counsel, if the objector is represented by counsel.

30. “Released Class Claims” means all claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and First Amended Complaint in the Action, including factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; and (vii) unfair business practices pursuant to Business and Professions Code section 17200 *et. seq.* This release shall apply to claims arising during the Class Period.

31. “Released PAGA Claims” means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff’s February 10, 2025 PAGA Letter to the LWDA and in the operative complaint including but not limited to factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; and (vi) failure to provide complete, accurate wage statements; for penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 . This release shall apply to claims arising during the PAGA Period.

32. “Released Parties” means Defendant Allied Roofing & Waterproofing, Inc. as named by Plaintiff in the operative complaint, and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, agents, representatives, attorneys, accountants, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

33. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must be

submitted by the Response Deadline and contain (a) the Class Member's name, signature, address, telephone number, dates of employment in California, and the last four digits of the Class Member's Social Security number and/or the Employee ID number (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Javier Romer, et al. v. Allied Roofing & Waterproofing, Inc., et al.*, filed in the Los Angeles County Superior Court, Case No. 21STCV12180, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the Settlement.

34. "Response Deadline" shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

35. "Settlement" means the disposition of the Action pursuant to this Agreement and the Judgment.

36. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).

38. "Workweek" shall mean any calendar week during which a Class Member worked at least one (1) day for Defendant during the Class Period, and based on hire dates, re-hire dates and termination dates.

#### **TERMS OF THE AGREEMENT**

39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes in two installment payments as follows: The first installment in the amount of \$300,000.00 shall be made within forty-five (45) days of Preliminary Approval of the settlement. The second installment in the amount of \$200,000.00 shall be made one hundred eighty (180) days after the first installment, provided no objections/appeals to the settlement were filed. The following will be paid out of the Gross Settlement Amount: the sum of payments to the Class, Class Counsel's fees, Class Counsel's costs, Settlement Administration Costs, and Incentive Payment to Plaintiff as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth below in paragraph 41, Defendant shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The

1 Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will  
2 revert to Defendant.

3 40. Adequacy of Consideration: The Parties agree that the consideration described  
4 herein constitutes adequate consideration for the Settlement and releases described herein.

5 41. Potential Increase to the Gross Settlement Amount: Defendant represented there  
6 were approximately 11,767 Workweeks (worked by approximately 222 Class Members) within  
7 the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%)  
8 (*i.e.* by more than 1,177 additional Workweeks) through the Class Period, Defendant shall increase  
9 the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of  
10 Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks  
11 increases by 11%, the Gross Settlement Amount will increase by 1%.

12 42. Funding of the Gross Settlement Amount: Within forty-five (45) calendar days of  
13 Preliminary Approval of the Settlement, as defined in this Agreement, Defendant will deposit the  
14 first installment in the amount of \$300,000.00. The second installment in the amount of  
15 \$200,000.00 shall be paid one hundred eighty (180) days after the first installment. Defendant shall  
16 provide all information necessary for the Settlement Administrator to calculate necessary payroll  
17 taxes including its official name, 8-digit state unemployment insurance tax ID number, and other  
18 information requested by the Settlement Administrator, no later than seven (7) calendar days of  
19 the Effective Date. This information shall be kept confidential from Plaintiff. Defendant may not  
20 vary from the Court approved scheduling for the funding of the Gross Settlement Amount unless  
21 the Parties agree otherwise; it is not anticipated there would be a need to alter the funding date. If  
22 Defendant has an objection to the Court approved funding timeline, Defendant must seek *ex parte*  
23 relief from the Court about its objection, unless Plaintiff agrees with Defendant otherwise.

24 43. Distribution of the Gross Settlement Amount: No later than seven (7) calendar days  
25 of each of the three fundings of the Gross Settlement Amount, the Settlement Administrator will  
26 issue payments for: (a) Individual Settlement Payments; (b) the Class Representative Enhancement  
27 Payments; (c) Class Counsel's Fees and Costs and (d) Settlement Administration Costs.

44. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees up to 35% of the Gross Settlement Amount, or One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00), plus the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00), both of which will be paid from the gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Class Representative Incentive Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for Class Representative Incentive Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative Incentive Payment is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort and risk in bringing and prosecuting the Action. The Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as Class Members. Any portion of the requested Class Representative Incentive Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

46. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

|                         |    |            |
|-------------------------|----|------------|
| Gross Settlement Amount | \$ | 500,000.00 |
| Incentive Payment:      | \$ | 10,000.00  |

|   |                                        |    |                 |
|---|----------------------------------------|----|-----------------|
| 1 | Class Counsel's Fees:                  | \$ | 175,000.00      |
| 2 | Class Counsel's Costs:                 | \$ | 50,000.00       |
| 3 | PAGA Payment                           | \$ | 40,000.00       |
| 4 | Settlement Administration Costs:       | \$ | <u>8,000.00</u> |
| 5 | <b>Estimated Net Settlement Amount</b> | \$ | 217,000.00      |

6

7 48. Individual Settlement Payment Calculations: Individual Settlement Payments will

8 be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein:

- 9 a) Calculation of Class Portion of Individual Settlement Payments: The
- 10 Settlement Administrator will calculate the total Workweeks for all
- 11 Participating Class Members by adding the number of Workweeks worked
- 12 by each Participating Class Member during the Class Period. The
- 13 respective Workweeks for each Participating Class Member will be divided
- 14 by the total Workweeks for all Participating Class Members, resulting in the
- 15 Payment Ratio for each Participating Class Member. Each Participating
- 16 Class Member's Payment Ratio will then be multiplied by the Net
- 17 Settlement Amount to calculate each Settlement Class Member's estimated
- 18 share of the Net Settlement Amount: (Participating Class Member's
- 19 Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.
- 20
- 21 b) Calculation of PAGA Portion of Individual Settlement Payments: The
- 22 Settlement Administrator will calculate the total Pay Periods for all PAGA
- 23 Members by adding the number of Pay Periods worked by each PAGA
- 24 Member during the PAGA Period. The respective Pay Periods for each
- 25 PAGA Member will be divided by the total Pay Periods for all PAGA
- 26 Members, resulting in the Payment Ratio for each PAGA Member. Each
- 27 PAGA Member's Payment Ratio will then be multiplied by the employee
- 28

1 portion of the PAGA Payment to calculate each PAGA Member's estimated  
2 share of the PAGA Payment: (PAGA Member's Pay Periods ÷ Pay Periods  
3 during PAGA Period) × \$10,000.00 (the employee portion of the PAGA  
4 Payment). PAGA Members shall receive this portion of their Individual  
5 Settlement Payment and will be deemed to have released any claims arising  
6 out of PAGA regardless of whether they opt out of the participation  
7 regarding the class claims.

8 c) Allocation of Individual Settlement Payments: All Individual Settlement  
9 Payments will be allocated as follows: twenty percent (20%) of each  
10 Individual Settlement Payment will be allocated as wages, forty percent  
11 (40%) shall be allocated as interest, and forty percent (40%) shall be  
12 allocated as penalties. The portion of the Individual Settlement Payment  
13 allocated to wages will be reported by the Settlement Administrator on an  
14 IRS Form W-2. The remaining non-wage payments will be reported on an  
15 IRS Form-1099 by the Settlement Administrator. Individual Settlement  
16 Payments shall be paid exclusively from the QSF, pursuant to the settlement  
17 formula set forth herein. Also, for tax purposes, the Parties agree that 100%  
18 of each PAGA Member's individual PAGA payment amount shall  
19 constitute penalties, and each PAGA Member will be issued an IRS Form  
20 1099 for such payment to him or her, if required by law. Neither Counsel  
21 for Plaintiff nor Defendant intend anything contained in this Agreement to  
22 constitute advice regarding taxes or taxability, nor shall anything in this  
23 Agreement be relied upon as such within the meaning of United States  
24 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or  
25 otherwise.  
26  
27  
28

1           49.   No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
2 Participating Class Members under this Settlement, as well as any other payments made pursuant  
3 to this Settlement, will not modify any previously credited hours or service under any employee  
4 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
5 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
6 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments  
7 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going  
8 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of  
9 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the  
10 right to modify the language of their benefit plans, policies and bonus programs to effectuate this  
11 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours  
12 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable  
13 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other  
14 purpose, and that additional contributions or benefits are not required by this Settlement.

15           50.   Settlement Administration Process: The Parties agree to cooperate in the  
16 administration of the Settlement and to make all reasonable efforts to control and minimize the  
17 costs and expenses incurred in administration of the Settlement. Without prejudice to any other  
18 remedies, the Settlement Administrator shall hold Defendant harmless from and against all  
19 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising  
20 out of any failure to timely or properly compensate Participating Class Members as provided for  
21 in this Agreement. No person shall have any claim against any of the Released Parties, Counsel  
22 for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator based  
23 on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.  
24 The Settlement Administrator will provide the following services:

25                   a) Establish and maintain a Qualified Settlement Fund.

26                   b) Calculate the Individual Settlement Payment each Participating Class Member is  
27                   eligible to receive.  
28

- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.
- k) Establish and maintain and use an internet website to post information of interest to Class Members and maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
- l) Address and make final decisions on challenges over Workweek and Pay Period calculations.

51. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator with a Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; and (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement. The information Defendant provides to the Settlement Administrator shall be used solely to administer the terms of the Agreement as described herein, and shall be kept confidential from Plaintiff and Class Counsel.

1           52.     Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the  
2 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members  
3 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
4 the Class List.

5           53.     Confirmation of Contact Information in the Class List: Prior to mailing, the  
6 Settlement Administrator will perform a search based on the National Change of Address Database  
7 for information to update and correct for any known or identifiable address changes. Any Notice  
8 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
9 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
10 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
11 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
12 the correct address using a skip-trace, or other search using the name, address telephone number  
13 and/or Social Security number of the Class Member involved and will then perform a single re-  
14 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as  
15 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the  
16 current address from the Class Member and provide the same within seven (7) calendar days of  
17 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,  
18 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)  
19 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection  
20 to the Settlement. If the Response Deadline for any Class Member is later than the original 60-day  
21 notice period, the Settlement Administrator shall include a letter with the Notice advising the Class  
22 Member of the adjustment to the Response Deadline. It shall be presumed that each Class Member  
23 whose Notice is not returned to the Settlement Administrator as undeliverable within the 60-day  
24 notice period has actually received the Notice.

25           54.     Notice: All Class Members will be mailed a Notice in English and Spanish. Each  
26 Notice will provide: (a) a summary of the provisions of the Settlement, (b) the number of  
27 Workweeks worked by the Class Member during the Class Period, (c) the estimated individual  
28

1 payment each Class Member will receive if they participate in the Settlement, (d) instructions on  
2 how to opt-out of and object to the Settlement.

3 55. Disputed Information on Notice: Class Members will have an opportunity to  
4 dispute the information provided in their Notice. To the extent Class Members dispute the number  
5 of Workweeks with which they have been credited or the amount of their Individual Settlement  
6 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
7 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
8 records will be presumed determinative. However, if a Class Member produces evidence to the  
9 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
10 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
11 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
12 entitled, in the event that Defendant cannot make this determination itself. If the Parties do not  
13 agree, the dispute will be submitted to the Court.

14 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
15 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
16 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
17 business days of receiving the defective submission to advise the Class Member that his or her  
18 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
19 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar  
20 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
21 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
22 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
23 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

24 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
25 Settlement must sign and postmark a written Request for Exclusion to the Settlement  
26 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
27 Member's name, signature, address, telephone number, dates of employment in California, and the  
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1 last four digits of the Class Member's Social Security number and/or the Employee ID number;  
2 (b) the case name and number; and (c) a clear statement requesting to be excluded from the  
3 settlement of the class claims similar to the following: "I wish to exclude myself from the class  
4 settlement reached in the matter of "*Javier Romer, et al. v. Allied Roofing & Waterproofing, Inc.,*  
5 *et al.*", filed in the Los Angeles County Superior Court, Case No. 21STCV12180, I understand  
6 that by excluding myself, I will not receive money from the settlement of my individual claims."  
7 The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive  
8 means to determine whether a Request for Exclusion has been timely submitted. To be effective,  
9 the Request for Exclusion must be post-marked by the Response Deadline and received by the  
10 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement  
11 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for  
12 Exclusion that were timely submitted. All Class Members who do not request exclusion from the  
13 Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final  
14 approval by the Court and deemed Effective under this Agreement. The Request for Exclusion  
15 shall not be effective as to the release of claims arising under the Private Attorneys General Act.

16 58. Defendant's Right to Rescind: If Class Members representing more than the  
17 aggregate total of ten percent (10.0%) of the Class Members opt-out of the Settlement, Defendant  
18 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will  
19 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to  
20 rescind the Agreement within fourteen (14) business days of the Settlement Administrator  
21 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,  
22 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of  
23 rescission, not to exceed the amount approved by the Court in the Preliminary Approval Order. In  
24 such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be  
25 returned to their respective statuses as of the date and time immediately prior to the execution of  
26 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had  
27 not been executed, except that any fees already incurred by the Settlement Administrator shall be  
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1 paid by Defendant, not to exceed the amount approved by the Court in the Preliminary Approval  
2 Order, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or  
3 other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as  
4 evidence for any purpose in the Action, or in any other proceeding.

5 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
6 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
7 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
8 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
9 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
10 opt-out of the Settlement shall not be bound by such Judgment or release. The entry of a final order  
11 approving settlement of this Action and Judgment which discharges Defendant and Released  
12 Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and  
13 bar Plaintiff and Class Members who did not submit a timely and valid Request for Exclusion from  
14 bringing any actions or claims asserting the Released Claims. The names of Class Members who  
15 have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant  
16 and noted in the proposed Judgment submitted to the Court.

17 60. Objection Procedures: To object to the Settlement, a Participating Class Member  
18 must postmark a valid Objection to the Settlement Administrator on or before the Response  
19 Deadline. The Objection must be signed by the Participating Class Member and contain all  
20 information required by this Settlement Agreement including the employees full name, address,  
21 telephone number, the last four digits of their social security number and/or Employee ID number,  
22 and the specific reason including any legal grounds for the Participating Class Members objection.  
23 The postmark date will be deemed the exclusive means for determining that the Notice of  
24 Objection is timely. Participating Class Members who fail to object in the manner specified above  
25 will be foreclosed from making a written objection, but shall still have a right to appear at the Final  
26 Approval Hearing in order to have their objections heard by the Court. At no time will any of the  
27 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to  
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1 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel  
2 will not represent any Class Members with respect to any objections to this Settlement.

3 61. Certification Reports Regarding Individual Settlement Payment Calculations: The  
4 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
5 which certifies: (a) the number of Class Members who have submitted valid Requests for  
6 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
7 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
8 Administrator will provide to counsel for both Parties any updated reports regarding the  
9 administration of the Settlement Agreement as needed or requested.

10 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
11 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
12 eighty (180) calendar days. If a Participating Class Member does not cash his or her Settlement  
13 Check or PAGA Payment Check within 180 days, the uncashed funds, subject to Court approval,  
14 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed  
15 Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class  
16 Members and PAGA Members who did not cash their checks until such time that they claim their  
17 property. The Parties agree that this disposition results in no "unpaid residue" under California  
18 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating  
19 Class Members and PAGA Members, whether or not they all cash their Settlement Checks or  
20 PAGA Payment Checks. Therefore, Defendant will not be required to pay any interest on such  
21 amounts. The Individual Settlement Payments provided to Participating Class Members shall  
22 prominently state the expiration date or a statement that the Settlement Check will expire in one  
23 hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying  
24 the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued,  
25 except for good cause and as mutually agreed by the Parties in writing. The parties agree no  
26 unclaimed funds will result from the settlement.

63. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

65. 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 ADVISERS, 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 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR 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

1 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
3 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
4 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
5 ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
6 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
7 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
8 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
9 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
10 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
11 AGREEMENT.

12 66. No Prior Assignments: The Parties and their counsel represent, covenant, and  
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
14 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
15 action, cause of action or right herein released and discharged.

16 67. Release by Participating Class Members: Upon the complete funding of the Gross  
17 Settlement Amount and all employer-side payroll taxes, Participating Class Members shall fully  
18 and finally release and discharge the Released Parties from the Released Class Claims that arose  
19 during the Class Period. This release shall be binding on all Participating Class Members. The  
20 release of Released Claims will have a res judicata effect against any Class Members who make a  
21 claim against any of the Released Parties for any of the Released claims, file any actions, claims,  
22 complaints or proceedings regarding the Released Claims with the California Division of Labor  
23 Standards Enforcement, initiate any other proceedings against any of the Released Parties  
24 regarding any of the Released Claims, or seek to participate in any judgment or settlement of  
25 claims that are the subject of the Released Claims in any other class, collective, or representative  
26 action against any of the Released Parties. The Participating Class Members shall release  
27 Defendant from all claims, rights, demands, liabilities and causes of actions that are alleged, or  
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reasonably could have been alleged, based on the facts alleged in the operative Complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; and (vii) unfair business practices.

68. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the complete funding of the Gross Settlement Amount all applicable employer-side payroll taxes, Plaintiff, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

69. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount and all employer-side payroll taxes, Plaintiff for himself and his spouse, heirs and assigns, fully and finally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and all Released Class Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code

1 of Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR  
2 §778.315; federal common law and, to the extent permitted by law, the Employee Retirement  
3 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In  
4 addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and  
5 benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys'  
6 fees and costs (except those provided by this Settlement Agreement) arising under federal, state,  
7 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way  
8 of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the  
9 Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA),  
10 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort.  
11 This release excludes the release of claims not permitted by law. Plaintiff's General Release  
12 include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or  
13 different from those they now know or believe to be true with respect to the subject matter of  
14 Plaintiff's General Release, those claims will remain released and forever barred. Specifically,  
15 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which  
16 provides:

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

23 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot  
24 be waived or released by private agreement. Further, nothing in this Agreement shall prevent  
25 Plaintiff from filing a charge or complaint with, or from participating in, an investigation or  
26 proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or  
27 local agency charged with the enforcement of any employment or other applicable laws. Plaintiff,  
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1 however, understands that by signing this Agreement, he waives the right to recover any damages  
2 or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any  
3 other state or local deferral agency on their behalf to the fullest extent permitted by law, but  
4 expressly excluding any monetary award or other relief available from the SEC/OSHA, including  
5 an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

6 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
7 enter the Preliminary Approval Order and approve the Released Claims specified herein without  
8 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary  
9 sums to be paid in the Settlement, the parameters of the Released PAGA Claims and the covered  
10 PAGA Period the parameters of the Released Claims and the covered Class Period, revisions to  
11 the Increase in Workweeks provision contained herein, and revisions to Defendant’s Option to  
12 Nullify the Settlement Agreement provision contained herein; (b) the Court does not finally  
13 approve the Settlement without requiring material changes to the Basic Settlement Terms as  
14 provided herein; (c) the Court strikes or does not approve any material term of this Settlement  
15 Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement based on an  
16 excessive number of opt-outs, as described in paragraph 58; or (e) the Settlement does not become  
17 final as written and agreed to by the Parties for any other reason, then this Settlement Agreement,  
18 and any documents generated to bring it into effect, will be null and void, all amounts deposited  
19 into the QSF will be returned to Defendant, and the Parties shall be returned to their original  
20 respective positions. Any order or judgment entered by the Court in furtherance of this Settlement  
21 Agreement will likewise be treated as void from the beginning and the Stipulations and Recitals  
22 contained herein shall be of no force or effect and shall not be treated as an admission by the Parties  
23 or their counsel. Any Settlement Administration Costs incurred will be the sole responsibility of  
24 Defendant if Defendant exercises its option to nullify the Settlement Agreement based on an  
25 excessive number of opt-outs (Section (d) of the instant paragraph). Any Settlement  
26 Administration Costs incurred will be splits equally between the Parties if the Settlement  
27 Agreement is Nullified for any other reason listed in the instant paragraph. Should the Court fail  
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1 to approve this settlement for any reason, the Parties agree that they will return to and attend  
2 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved  
3 by the Court, unless the Parties are able to resolve the issue without resort to a mediator.

4 71. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a  
8 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
9 Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary  
10 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the  
11 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it  
12 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and  
13 completely approve the Agreement as to the Action will result in this Settlement Agreement  
14 entered into by the Parties, and all obligations under this Settlement Agreement being nullified and  
15 voided.

16 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
17 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with  
18 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
19 determine the Final Approval of the Settlement Agreement along with the amounts properly  
20 payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class  
21 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Any failure  
22 by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or  
23 the entry of any Order by another Court with regard to any of the Action which has the effect of  
24 modifying material terms of this Agreement as described above or preventing the full and complete  
25 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this  
26 Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall  
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not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

74. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

75. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements in relation to settlement terms may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

76. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

77. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other

documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement.

78. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

79. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

80. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

82. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

84. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims,

rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

86. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

87. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

88. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

89. Neutral Employment Reference: Defendant agrees that in the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment. Defendant shall not refer to the Action or this Settlement.

90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed

1 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
2 Agreement.

3 92. All Terms Subject to Final Court Approval: All amounts and procedures described  
4 in this Settlement Agreement herein will be subject to final Court approval.

5 93. Cooperation and Execution of Necessary Documents: The Parties agree to  
6 cooperate to promote participation in the Settlement, and in seeking court approval of the  
7 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
8 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any  
9 settlement agreement waivers, or *Pick-Up Stix* agreements from any Class Member prior to the  
10 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter  
11 into any arbitration agreement with any Class Member that covers the claims released via this  
12 Agreement during the Settlement approval process prior to the funding of the Gross Settlement  
13 Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

14 94. Confidentiality: The Parties and their counsel agree to keep the terms of the  
15 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
16 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate  
17 any contact with the press, respond to any press inquiry or have any communication with the press  
18 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement  
19 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by  
20 law or in furtherance of business purposes, including the fulfillment of obligations stated in this  
21 Settlement Agreement or limit Class Counsel's communications with the Class Members in  
22 furtherance of approval of this Settlement.

23 95. Binding Agreement: The Parties warrant that they understand and have full  
24 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
25 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
26 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
27 provisions that otherwise might apply under federal or state law.  
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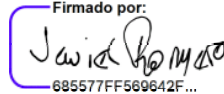
96. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits and as prescribed by law.

97. Plaintiff's Waiver of Right to Be Excluded and Object: Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

98. Defendant's Declaration Supporting Financial Distress: As a condition for the Settlement, if the Court requires evidence of Defendant's claim of financial distress and need for a payment plan, Defendant shall provide Plaintiff a declaration supporting Defendant's claim of financial distress and the need for Defendant to pay the Gross Settlement Amount on a payment plan.

Dated: 5/1/2025

**PLAINTIFF JAVIER ROMERO**

By:    
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 Javier Romero

Dated: 5/1/2025

**PROTECTION LAW GROUP, LLP**

By:    
 Heather Davis, Esq.   
 Amir Nayebdadash, Esq.   
 Carlos Jimenez, Esq.   
 Attorneys for Plaintiff   
 Javier Romero

1 Dated: 5/6/2025

**DEFENDANT ALLIED ROOFING &  
WATERPROOFING, INC.**

2  
3 By: Justin Ewart

4 Name: Justin Ewart

5 Title: President

6  
7  
8  
9 Dated: May 2, 2025

**JACKSON LEWIS, PC**

10 By: 

11 Heather B. Dillion, Esq.

12 Jordan Wysocki, Esq.

13 *Attorneys for Defendant*

14 Allied Roofing & Waterproofing, Inc.

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# EXHIBIT A

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Romero v. Allied Roofing & Waterproofing, Inc.***

Los Angeles County Superior Court Case No. 21STCV12180

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

|            |                                                                                                                                                                                                                                   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>To:</b> | <b>All current and former non-exempt employees of Defendant Allied Roofing &amp; Waterproofing, Inc. (“Defendant”) in the state California who worked in California at any time between March 30, 2017, and January 10, 2025.</b> |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **BASIC INFORMATION**

#### **1. What is this settlement about?**

Plaintiff Jaiver Romero (“Plaintiff”) filed a class action lawsuit against Defendant Allied Roofing & Waterproofing, Inc., entitled *Jaiver Romero v. Allied Roofing & Waterproofing, Inc.*, Los Angeles County Superior Court Case No. 21STCV12180 on March 30, 2021. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any monies. The Court has not made a ruling on the merits of the case.

#### **2. Why is this a class action?**

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the “Court”) is in charge of this class action.

#### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant in California at any time between March 30, 2017 and January 10, 2025.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and
- D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Dollars and Zero Cents (\$9,000.00).
- E. **PAGA Penalties** in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$30,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$10,000.00) will be distributed to current and former non-exempt employees of Defendant who worked in the State of California at any time between February 10, 2024, and January 10, 2025.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendant between March 30, 2017 and January 10, 2025. (“Qualifying Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099. It will be determined on a *pro rata* basis, based on the number of pay periods you worked in California as non-exempt employee of Defendant during the PAGA Period.

You worked **XXX** workweeks during the class period. Your Individual Settlement Payment is **\$XXX.XX** ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked **XXX** pay periods during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** (PAGA Class Member's Qualifying pay periods during the PAGA Period ÷ All Qualifying pay periods during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between March 30, 2017 and January 10, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

**[Settlement Administrator]**  
**[Address]**  
**[Telephone No].**

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" that accrued during the "Class Period."

The "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and First Amended Complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices pursuant to Business and Professions Code section 17200 et. seq.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff's February 10, 2025, PAGA Letter to the LWDA and in the operative complaint, including but not limited to factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay

wages during employment; and (vi) failure to provide complete, accurate wage statements; for penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. This release shall apply to claims arising during the PAGA Period. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The “Class Period” during which the release of Released Class Claims pertains is from March 30, 2017 and January 10, 2025.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from February 10, 2024, and January 10, 2025.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

### **EXCLUDING YOURSELF FROM THE RELEASE OF CLASS CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: “I wish to exclude myself from the class settlement reached in the matter of “*Javier Romer, et al. v. Allied Roofing & Waterproofing, Inc., et al.*, filed in the Los Angeles County Superior Court, Case No. 23STCV12180, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]

[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

#### **9. If I don’t exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I exclude myself, can I get money from this settlement?**

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

## **THE LAWYERS REPRESENTING YOU**

### **11. Do I have a lawyer in this case?**

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

#### **PROTECTION LAW GROUP LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$175,000.00 and reimbursement of litigation cost/expenses of up to \$50,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

## **OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

### **12. How do I tell the Court I want to object to the settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

### **13. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

#### **14. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at XXXX a.m. on XXXX, 2025, at the Los Angeles County Superior Court located in the 312 North Spring Street, Los Angeles, California 90012 in Department 10. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

#### **15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

#### **16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.XXXX.com](http://www.XXXX.com)

### **IF YOU DO NOTHING**

#### **17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Released PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

### **GETTING MORE INFORMATION**

#### **18. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at XXXX or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY INFORMATION CHANGES?**

#### **19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE  
CLERK OF THE COURT OR THE JUDGE**