

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

DANIEL ALPIREZ TAPIA, and MICHAEL
TELLAS Jr., individually and on behalf of all
others similarly situated,

Plaintiff,

v.

INTERNATIONAL ALUMINUM CORPORATION,
a Texas Corporation dba INTERNATIONAL
WINDOW COMPANY, and DOES 1-50, inclusive,

Case No. 30-2015-00819914-CU-OE-CXC
Assigned for All Purposes To:
Hon. Peter Wilson

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If You Worked For International Aluminum Corporation, as a Non-Exempt Employee in California
from November 13, 2011 through the date of Preliminary Approval.**

You May Be Entitled to Participate in a Class Action Settlement.

The Orange County Superior Court approved this notice. This is not an advertisement.
You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. (See #15 below.) If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must submit in writing the reason(s) why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or “opt-out”) from this lawsuit, you will not receive any share of the money from the settlement. (See #17 below.)

**YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE**

BASIC INFORMATION AND CLAIMS IN THE CLASS ACTION

1. Why did I get this notice?

International Aluminum Corp. dba International Window Company's ("Defendant"), records shows that you work, or used to work, for Defendant in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Daniel Tapia, et. al., individually and on behalf of all other others similarly situated, Plaintiffs, v. International Aluminum Corp., et. al., and DOES 1-50, inclusive* (the "Class Action"). This notice explains the nature of the Class Action, the proposed settlement, and your legal rights to participate in, object to, or opt out of the settlement. Please read this notice carefully as your rights will be affected even if you do nothing.

2. What is a class action?

In a class action lawsuit, one or more people called a "Class Representative" (in this case, Daniel Tapia and Michael Tellas, Jr. act as Plaintiffs and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether Plaintiffs' case can move forward as a class action depending on various legal criteria. Courts do not always permit a case to proceed as a class action. If, however, a court determines that a Plaintiff's case can proceed as a class action, the people together become a "Class," with each person being a "Class Member." At that point, the court will resolve the issues for everyone in the Class, except for those people who choose to exclude themselves (i.e., opt out) from the Class.

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all persons who are or have been employed by Defendant to perform work in California during the Settlement Class Period (November 13, 2011 through the date of Preliminary Approval of the Settlement) and are or were classified by Defendant as non exempt employees in California ("Class" or "Class Members"). The Class period is from November 13, 2011, through _____, the date the Court granted Preliminary Approval.

4. What is the Class Action about?

The Class Action alleges that the Class was not paid wages, including, but not limited to, failure to pay minimum wages; failure to pay overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late short, or interrupted meal and rest periods, including any claim for any alleged failure to pay premiums for missed, late short or interrupted meal or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful deductions; and unlawful payment instruments; all in accordance with the California Labor Code and the relevant Industrial Welfare Commission Wage Order. The lawsuit also alleges that these actions by Defendant constituted unfair business practices under California's Business and Professions Code.

5. What is Defendant's response to the Class Action?

Defendant denies all allegations raised in the lawsuit, asserts that the case should not proceed as a class action, and asserts that it did not violate the law and has no liability as to any of the Class Members' claims.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiffs are correct. The Court also has not made a determination that Plaintiffs' case can proceed as a class action. The Court, however, has conditionally certified a class for the purpose of resolving this lawsuit without further ongoing litigation, without any admission of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that the Plaintiff will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiff believes that the claims asserted in the lawsuit have merit; Defendant strongly disputes that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties in litigating this case and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Without admitting any wrongdoing, Defendant has agreed to pay \$327,750.00 (the "Gross Settlement Amount") to resolve the Class Action, and this Gross Settlement Amount includes the following:

- Payments to the Participating Class Members in the estimated amount of \$151,000.00 (the "Net Gross Settlement Amount");
- Fees of the third-party Settlement Administrator to administer the Settlement, are not to exceed \$20,000.00;
- Payment to the Class Representatives, not to exceed \$5,000.00 each; and
- Plaintiff's counsel's attorneys' fees, not to exceed \$109,250.00 and reasonable litigation costs not to exceed \$30,000.00.
- PAGA penalties in the amount of \$10,000.00 of which 75% or \$7,500.00 will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or \$2,500.00 to Participating Class Members

The Court has not yet approved or awarded any of these amounts.

Any amount not awarded by the Court in attorneys' fees, costs, Class Representative Enhancement, or Settlement Administration costs will be added to the Net Gross Settlement Amount.

Any uncashed portion of the Net Gross Settlement Amount allocated to pay Class Members will be allocated as follows: 50% to the State Treasury for deposit into the Trial Court Improvement and Modernization Fund and; 50% to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch.

Please note that, while the Court has granted preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member?

A Class Member who does not request to be excluded from the settlement is a "Participating Class Member" and will receive a portion of the Net Settlement Amount. **This means that if you take no action, you will be**

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a Participating Class Member and will be mailed a settlement payment.

10. How will the Class be paid?

Each Participating Class Member will receive a pro-rata share ("Individual Settlement Payment") of the Net Settlement Amount based on the number of weeks worked and credited to that Participating Class Member as a percentage of the total number of weeks worked credited to all Participating Class Members. If a Class Member opts out of the Settlement, his or her Individual Settlement Payment will be redistributed and paid out to the other Participating Class Members.

11. How much is my Individual Settlement Payment?

Your anticipated approximate Individual Settlement Payment is _____ - based on Defendant's records that you worked _____ workweeks during the Class Period. The exact amount of the Individual Settlement Payment could vary, depending upon various factors, including (1) whether any Class Members dispute the number of weeks credited to them; and (2) whether any additions or deletions are made to the number of Class Members. One-third of your Individual Settlement Payment will be allocated as W-2 wages; one-third will be allocated as interest; and one-third will be allocated to other payments.

You are entitled to dispute the number of weeks worked and/or your employment status that is reported above. To submit a valid dispute, you must mail the Settlement Administrator in writing with the date and your signature, along with any supporting documentation, to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 2019 (60 days after this Notice was originally sent to you or fifteen (15) days from the date the notice is re mailed)**. Any dispute that it is postmarked later than [REDACTED], 2019, will be late and invalid and will result in the Class Member being bound by the work weeks stated in his or her Notice of Individual Settlement Payment. **You may also call the Settlement Administrator by calling the 1-800 number at the end of this Notice with any questions.**

12. How will Class Member weeks worked be calculated?

A Class Member will be given credit only for workweeks in which the Class Member actively worked for Defendant in California during the Class Period as a non-exempt employee.

13. How much will the Class Representative be paid?

Subject to Court approval, Class Representatives will ask to be paid \$5,000.00 each for their services as the Class Representatives.

14. How will the attorneys for the Class be paid?

The attorneys for the Class Representatives and the Class Members will be paid from the Gross Settlement Amount. The attorneys will ask for up to a maximum of \$109,250.00 for their fees, and up to a maximum of \$30,000.00 for their costs. The actual amounts of which will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: DO NOTHING AND BE MAILED A PAYMENT.

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE CLAIMS ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the 1-800 number at the end of this Notice.

16. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Approval Hearing, you must follow the procedure set forth in the enclosed Objection Form. (No attorneys' fees will be paid by Defendant for your counsel's appearance at the Final Approval Hearing.) If you wish to object to the Settlement, you must complete these steps: (1) follow all the instructions specified on the enclosed Objection Form; and (2) mail your Objection and supporting documentation to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 2019 (60 days after this Notice was originally mailed or fifteen (15) days from the date the notice is re mailed).** The address of the Settlement Administrator is specified on the Objection Form. Any Class Member who does not mail his/her Objection Form within the time provided above will be precluded from making any objections to the proposed settlement.

17. OPTION #3: EXCLUDE YOURSELF FROM THE CLASS.

If you exclude yourself from the Class -- which is sometimes called "opting out" of the Class -- you will not get any money or benefits from the settlement. You will not be permitted to object to the settlement, but you will retain the right to bring your own individual lawsuit against Defendant. You may request exclusion by submitting a signed "Opt Out Form" to the Settlement Administrator. To be valid, your Opt Out Form must be: (1) completely filled out, dated, and signed; and (2) mailed to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 2019 (60 days after this Notice was sent to you or fifteen (15) days from the date the notice is re mailed).** Any Opt Out Form that it is postmarked later than [REDACTED], 2019, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

18. Will my decision about whether to participate in the Settlement affect my employment with Defendant?

No. Defendant is prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a Valid Opt Out Form will be deemed to fully and finally release the Released Parties from any and all Class Released Claims during the Settlement Period. The Class Released Claims include, all claims arising from or related to the facts and claims alleged in the Actions, or that could have been raised in the Action based on the facts and claims alleged. The Class Released Claims include, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages; failure to pay overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful deductions; unlawful payment instruments; any claim for unfair business

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practices arising out of or related to any or all of the aforementioned claims; any claim for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The PAGA Released Claims include PAGA Claims asserted during the PAGA Settlement Period of November 13, 2014 through the date of Preliminary Approval. In addition, Settlement Class Members waive and release any claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") arising during the Settlement Class Period and reasonably related to any or all of the aforementioned claims. This release excludes the release of claims not permitted by law.

The "Released Parties" means Defendant International Aluminum Corp. dba International Window Company individually, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

20. What will happen at the Final Approval Hearing?

A Final Approval Hearing will be held on _____, 2019, at _____ in Department CX-102 of the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (iii) the amount of the attorneys' fees and costs awarded to Class Counsel; and (iv) the amount that should be awarded to Plaintiffs for class Representative Enhancement. At the Final Approval Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so.

21. Should I get my own lawyer in this case?

The Court has approved the law firm of James Hawkins APLC, as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

GETTING MORE INFORMATION

22. Who are the attorneys representing the plaintiffs?

Attorneys for Plaintiff & the Class Members are:

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Gregory Mauro, Esq.
9880 Research Drive, Suite 200
Irvine, CA 92618
Phone: (949) 387-7200
Fax: (949) 387-6676

23. Who is the settlement administrator?

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The Settlement Administrator is Phoenix Class Action. The Settlement Administrator can be contacted at:
Tapia, et. al. vs. International Aluminum Corp., et. al.

c/o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

24. How can I get more information?

If you need more information or have questions, you may:

- Contact Plaintiffs' Counsel (see contact information listed above).
Contact the Settlement Administrator (see contact information listed above). Please refer to the
Tapia, et. al. vs. International Aluminum Corp., et. al.
- Access the Court's electronic case file with the following steps: (i) Go to <http://www.occourts.org>; (ii) Click on the "Online Services" tab; (iii) Click on the "Case Access" option; (iv) Click "Civil Case & Document Access" in the middle of the page; (v) Click "Accept" at the bottom of the page; (vi) When prompted enter the case number 00819914 and the year it was filed (2015), and the security code provided by the website, and then click "Search"; and (vii) Once on the case page, you can access case documents, the schedule of upcoming hearings, and other information.

**PLEASE DO NOT CONTACT THE COURT, DEFENDANT OR ANY OF ITS MANAGERS, OR
DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.**