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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ENERSAIN BELTRAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. THE ROOF MASTERS, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 25CU021086C [*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*] **DECLARATION OF MATTHEW K. MOEN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: November 6, 2026 Time: 9:30 a.m. Dept.: C-71 Action Filed: April 23, 2025 Trial Date: None Set

DECLARATION OF MATTHEW K. MOEN

I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Enersain Beltran ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently responsible for overseeing over sixty (60) active wage and hour class action and/or PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. In 2025, I was named as Class Counsel and awarded attorney's fees following a lodestar cross-check in the following wage and hour class action cases:

Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al., Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding (using an hourly rate of $650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of $650 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2022-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Christian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of $650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of $725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of $725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of $725 for work performed in 2022-2025).

6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-check based on an hourly rate of $775 per hour in the following cases:

- *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H. Melzer, presiding (using an hourly rate of $775 for work performed in 2024-2026);

- *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No. CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No. 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Jose Moran vs. Araca Merchandise, L.P., et al.*, Case No. 24STCV02003, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Case No. 25STCV06096, Los Angeles County Superior Court, Honorable Laura A. Seigle, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Darren Cain v. Bellhops Moving, LLC*, Case No. 24STCV09965, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Juan Dorantes Miranda v. C M C Steel Fabricators, Inc.*, Case No. CIVSB2511003, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (using an hourly rate of $775 for work performed in 2025-2026); and
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable Kevin C. Lee, presiding (using an hourly rate of $775 for work performed in 2018-2026)

7. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in the following cases:

- *Staublein v. Wells Fargo Bank, National Association,* Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

9. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception.

10. Attached hereto as **Exhibit 1** is a true and correct copy of the proposed Stipulation of Settlement ("Settlement" or "Settlement Agreement"). Attached hereto as **Exhibit 2** is a true and correct copy of the proposed Notice Packet, comprised of the Notice of Class Action and PAGA Settlement ("Class Notice"), Notice of Individual Class Payment, Request for Exclusion Form, and Objection Form. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff's April 23, 2025 PAGA Notice Letter to the LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of Plaintiff's Submission to the LWDA of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, including all documents filed in support thereof, and the LWDA's confirmation of receipt. Plaintiff has submitted the proposed Settlement to the LWDA in accordance with Labor Code § 2699(s)(2).

11. After Court-approved deductions for Plaintiff's Class Representative Service Award, the Settlement Administrator's costs, the PAGA civil penalties, and attorneys' fees and

costs to Class Counsel, the remaining Net Settlement Amount ("NSA") is estimated to be no less than $487,510.00. This results in an average Individual Class Payment of approximately $1,587.98, with the highest possible estimated Individual Class Payment of $7,600.93 (in the event a Settlement Class member performed work in every workweek during the Class Period), and the lowest possible estimated Individual Class Payment of $27.64 (in the event a Settlement Class member worked only one workweek during the Class Period). Further, an additional $17,500.00 will be distributed among approximately 148 Aggrieved Employees, resulting in an average Individual PAGA Payment of approximately $118.24.

12. Prior to reaching this proposed Settlement, Defendant, through informal discovery and information exchange, provided Plaintiff with timekeeping records for all putative class members, payroll records, workweek/pay period data, and policies and employee handbooks spanning the entire Class Period. On August 6, 2026, after extensive legal research and analysis, along with Plaintiff's comprehensive review of the data, the Parties participated in a mediation session with Lynn Frank, Esq., an experienced wage-and-hour class action mediator, and were able to reach a class-wide settlement at the conclusion of mediation. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval.

13. Defendant operates a residential and commercial roofing company doing business in San Diego County and throughout California.

14. On April 23, 2025, Plaintiff initiated the instant action, alleging Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenditures; (6) failed to provide accurate itemized wage statements; and (7) violated California's Unfair Competition Law. On June 30, 2025, Plaintiff filed the operative First Amended Complaint ("FAC") to add a claim for civil penalties under the Private Attorneys General Act ("PAGA").

15. Plaintiff asserts that Defendant failed to maintain accurate daily timekeeping records and instead paid non-exempt employees a flat daily rate equivalent to eight hours per

workday, without tracking actual hours worked. Specifically, Plaintiff asserts Defendant's managers simply called and texted employees at the end of the week to ask how many days they worked, and Defendant paid employees based on those daily counts. Additionally, Plaintiff alleges employees were asked to report at 8:00 a.m. but often did not receive assignments until approximately 9:00-9:30 a.m. without pay, and were then required to stay at worksites for additional uncompensated time. Plaintiff also alleges Defendant called and texted employees before and after their shifts regarding job instructions, but failed to accurately record or pay for this time worked.

16. Defendant denies Plaintiff's claims and contends it has complied with all applicable laws, including maintaining accurate daily timekeeping records for all non-exempt employees throughout the relevant time period. To support this assertion, Defendant provided Plaintiff with daily timekeeping records for all putative class members. Defendant further asserts that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether any employee performed off-the-clock work and exactly how much time each employee purportedly spent working off the clock on any given day, resulting in an unmanageable series of mini-trials.

17. Plaintiff asserts that Defendant failed to provide legally compliant meal periods. Plaintiff alleges that, in practice, meal periods were often not provided until after the end of the fifth hour of work and were regularly interrupted to send employees to other jobsites, to remove trash off-site, or to travel to Home Depot for supplies. Plaintiff also alleges Defendant required employees to keep a cell phone on their person to communicate with supervisors at all times. Plaintiff further asserts second meal periods were not provided for shifts over 10.0 hours, and Plaintiff's payroll records contain no meal period premium payments.

18. In response, Defendant argues it is only required to "provide" the opportunity to take meal periods, not "ensure" they are taken. Defendant further argues that it maintained lawful meal period policies and practices that provided timely, duty-free 30-minute meal periods, and produced employee timekeeping records showing lawful meal periods being recorded. Defendant also argues that individualized inquiries will be required to determine why meal periods were late,

short, or missed and whether they were the result of employee choice, not Defendant's policies, thereby precluding class certification.

19. Plaintiff asserts that Defendant failed to authorize and permit any duty-free 10-minute rest periods, regardless of shift length. Plaintiff further asserts Defendant required employees to carry and be responsive to their cellular phones at all times while on duty, so that employees were never relieved of all duty and employer control. Plaintiff also alleges Defendant did not pay any rest period premiums during the Class Period.

20. Defendant argues it maintains a lawful rest period policy that authorizes and permits employees to take all required rest periods. Defendant asserts this claim is not amenable to class treatment, as individual inquiries would be required to determine whether each employee was authorized and permitted to take lawful rest periods on each particular shift, resulting in an unmanageable series of mini-trials. Defendant further contends that class treatment of this claim is unmanageable, since rest periods are not recorded.

21. Plaintiff asserts that Defendant required non-exempt employees to use their personal cell phones to communicate with supervisors about work duties, to purchase tools necessary for roofing (including ladders, hand saws, nail guns, and rippers), and to use their personal vehicles during shifts to travel to worksites, to hardware stores to pick up materials, and between multiple jobsites on a single workday. Plaintiff further asserts Defendant did not pay any reimbursement for these expenses.

22. Defendant argues that it reimbursed all reasonable and necessary business expenditures and that, to the extent any expenses were not reimbursed, they were not reasonably or necessarily incurred. Defendant also asserts it issued company credit cards to employees authorized to make business purchases and provided company vehicles to transport employees to worksites each day. Defendant further asserts that any use of personal cell phones, tools, or vehicles was individualized and the result of employee choice, not Defendant's policies. Defendant also maintains that this claim would require a series of mini-trials to determine which employees actually incurred such expenses and in which pay periods.

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23. As a result of Defendant's failure to pay all minimum and overtime wages and meal/rest period premiums, Plaintiff asserts that Defendant issued inaccurate wage statements. Plaintiff further asserts that Defendant willfully failed to pay all wages due at separation of employment, including unpaid minimum and overtime wages and meal and rest period premium wages. Finally, Plaintiff seeks PAGA civil penalties based on these same predicate Labor Code violations.

24. Defendant argues that Plaintiff's waiting time, wage statement, and PAGA claims are derivative of the underlying claims and will fail if the underlying claims fail. Defendant also maintains that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff could not show employees "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant further contends that it possesses strong, good faith defenses to Plaintiff's underlying claims, and that a reasonable, good faith belief in compliance with wage and hour laws precludes imposition of wage statement or waiting time penalties. As to waiting time penalties, Defendant maintains that its good faith defenses to Plaintiff's underlying claims would preclude the recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Finally, as to the PAGA claim, Defendant argues that the Court would exercise its discretion to substantially reduce any PAGA penalties, and that its good-faith defenses would apply to reduce any PAGA award.

25. The Parties engaged in informal discovery and information exchange prior to attending mediation. Defendant provided Plaintiff with timekeeping records for all putative class members and class list and workweek/pay period data spanning the entire Class Period, policies and employee handbooks, and payroll records. Plaintiff analyzed this data to create a comprehensive damages model. On August 6, 2026, after extensive legal research and analysis, along with Plaintiff's comprehensive review of the data, the Parties participated in a mediation session with Lynn Frank, Esq., an experienced wage-and-hour class action mediator, during which the Parties exchanged divergent views on Defendant's liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. At the conclusion of mediation, the mediator issued a mediator's proposal that the Parties accepted. Over the following

months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval.

26. According to Defendant's records, there are approximately 307 putative Settlement Class members. Based on the estimated NSA, the average Individual Class Payment is projected to be approximately $1,587.98.

27. At the time of seeking final settlement approval, Plaintiff will apply for a Class Representative Service Award in the amount of $10,000.00 for his service to the Settlement Class and general release of all claims. Plaintiff's requested Class Representative Service Award is intended to recognize the significant time and effort that Plaintiff expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, providing factual information and relevant documents to his attorneys, holding many phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussing the status of the case and general case strategy with his attorneys on multiple occasions, providing valuable input to assist his attorneys in preparing for mediation, providing informal discovery and documentation to Defendant through his attorneys in advance of mediation to help make sure mediation was productive and successful, making himself available during the mediation that led to this Settlement to answer questions posed by the mediator, reviewing and providing input regarding the settlement in this case, otherwise assisting his attorneys in moving this case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

28. Class Counsel will also apply for an attorneys' fee award of up to 35% of the Maximum Settlement Amount (currently estimated at $315,000.00), and up to $20,000.00 in reimbursement for actual litigation costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, reviewing Defendant's policies and timekeeping/payroll data, performing comprehensive data analysis to evaluate Defendant's potential exposure, assisting Plaintiff in preparing a pre-mediation data and document production to Defendant, meeting and conferring

with Defendant regarding its pre-mediation data production on multiple occasions in the lead-up to mediation, preparing for and attending mediation, negotiating the Memorandum of Understanding and Settlement documents, and preparing the preliminary approval papers. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Motion for Final Approval and supporting documents, attending the Final Approval Hearing, and completing other tasks, such as fielding questions from Settlement Class members.

29. Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement in light of the risks and work undertaken, the positive results obtained for the class, and the efficiency with which the Parties have conducted the litigation.

30. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class member timekeeping records and class list and workweek/pay period data spanning the entire Class Period, reviewed all relevant policy documents, including employee handbooks, reviewed Defendant's payroll records, and performed comprehensive data analysis to evaluate Defendant's potential exposure.

31. To date, the Parties have engaged only in informal discovery and information exchange. Absent settlement, the Parties will be required to expend substantial time and resources conducting formal written and deposition discovery, briefing class certification, litigating summary judgment or adjudication, preparing for trial, and facing potential appellate proceedings.

32. At the time of the proposed Settlement, Plaintiff had not filed his motion for class certification. Had the Court certified any claims, Plaintiff anticipated that Defendant would seek decertification. There was also a risk that Defendant would engage in a Pick-Up-Stix campaign that could either affect Plaintiff's ability to maintain the numerosity required to proceed as a class action, or significantly reduce the size of the putative class for a fraction of what Settlement Class members are receiving through this Settlement. Therefore, absent the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis.

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33. Plaintiff conservatively estimated that non-exempt employees each worked at least one hour of uncompensated work per workweek during the relevant time period. Plaintiff therefore calculated Defendant's maximum exposure for the minimum wage claim at $558,419 (1 hour per workweek × 17,638 workweeks × $15.83 average minimum wage × 2 for liquidated damages).

34. Defendant contends that it complied with all applicable time and record keeping laws, accurately recorded and paid all employees for all hours worked, and that individual inquiries into whether and how much off-the-clock work each employee performed would render this claim unmanageable. In light of the substantial certification risks, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to prove liability on the merits, resulting in estimated exposure of $279,209.

35. Plaintiff's data analysis determined that the putative class members worked approximately 33,336 meal period eligible shifts during the Class Period during which a meal period violation occurred. Plaintiff therefore calculated Defendant's maximum exposure for the meal period claim at $967,077 (33,336 shifts × $29.01 avg. premium wage).

36. Defendant argues that it provided lawful meal periods at all times, in support of which Defendant produced class-wide timekeeping records reflecting lawful meal periods taken by the putative class members, and that individualized inquiries into why meal periods were late, short, or missed would preclude certification. In light of these certification risks, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $292,541.

37. Plaintiff's data analysis determined that there were approximately 75,138 shifts over 3.5 hours during the Class Period, and Plaintiff conservatively estimates he could prove a rest period violation on 40% of those shifts. Plaintiff therefore calculated Defendant's maximum exposure for the rest period claim at $871,895 (75,138 shifts × $29.01 avg. premium wage × 40% violation rate).

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38. Defendant contends that it maintains a lawful rest period policy, and that because rest periods are not recorded, individual inquiries would be required to determine whether each employee was authorized and permitted to take rest periods on each shift. In light of the substantial certification risks arising from unrecorded rest periods, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 55% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $215,794.

39. Plaintiff's data analysis determined that Settlement Class members worked an aggregate of approximately 4,073 work-months during the relevant time period. Plaintiff also asserts that employees incurred approximately $300 each for the cost of tools necessary for roofing, and accrued a conservative estimate of approximately 75 non-commute miles per month in their personal vehicles. Plaintiff therefore calculated Defendant's maximum exposure for the business expense reimbursement claim at $357,863 ((4,073 work-months × $15 avg. monthly cell phone expense) + ($300 tool expense × 307 employees) + (75 miles × $0.67 avg. IRS mileage rate × 4,073 work-months)).

40. Defendant argues that it reimbursed all reasonable and necessary expenditures, issued company credit cards and provided company vehicles, and that any use of personal phones, tools, or vehicles was individualized and the result of employee choice. In light of these certification risks, Plaintiff discounted the maximum exposure by 35% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $127,936.

41. Plaintiff's data analysis determined that, during the one-year limitations period, 9,139 wage statements were issued to 148 putative class members. Plaintiff therefore calculated Defendant's maximum exposure for the wage statement claim at $906,500 ((148 initial violations × $50) + (8,991 subsequent violations × $100)).

42. Defendant argues that any wage statement violations were not knowing and intentional, that employees suffered no injury, and that its good faith belief in compliance precludes penalties. In light of these risks, Plaintiff discounted the maximum exposure by 45% to account for the risk of non-certification of the underlying claims, and by an additional 85% for

the risk of failing to establish liability on the merits, including failing to prove the violations were "knowing and intentional," that the Settlement Class members "suffer[ed] injury," or that the Court would find that Defendant had a reasonable, good faith belief of compliance with wage and hour laws precluding the imposition of wage statement penalties, resulting in estimated exposure of $74,786.

43. Plaintiff's data analysis determined that approximately 208 former employees are eligible for waiting time penalties. Plaintiff therefore calculated Defendant's maximum exposure for the waiting time penalty claim at $1,448,179 (208 former employees × $29.01 average rate × 8 hours × 30 days).

44. Defendant contends that it paid all final wages in good faith and invokes the good faith dispute defense, arguing that any failure to include premiums or overtime in final wages was based on a reasonable belief that such amounts were not owed, thereby precluding a finding of willfulness. Therefore, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 85% for the risk of being unsuccessful on the merits or failing to establish "willfulness," resulting in estimated exposure of $119,475.

45. Plaintiff's data analysis determined that Aggrieved Employees worked approximately 9,139 pay periods from April 23, 2024 through July 31, 2026, in each of which Plaintiff asserts he could establish at least one Labor Code violation. Plaintiff therefore calculated Defendant's maximum exposure for the PAGA claim at $456,950 (9,139 pay periods × $50 initial violation rate).

46. Defendant argues that the PAGA civil penalties are derivative of the underlying wage and hour violations Defendant disputes, and that its good-faith defenses would apply to reduce any PAGA award. Defendant also argues that the Court would exercise its discretion to substantially reduce any PAGA penalties. Plaintiff therefore discounted the maximum figure by 35% for the risk of losing on the merits of all underlying claims and by 80% for the likely possibility that this Court would reduce the PAGA penalties awarded, to arrive at an estimated exposure of $59,404.

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47. Using these estimated figures, Plaintiff estimated that the potential reasonable recovery for the Settlement Class would be approximately $1,058,857. Thus, the Maximum Settlement Amount of $900,000 represents approximately 84.99% of Plaintiff's reasonably forecasted aggregate recovery. This is well within the range approved by courts as fair, reasonable, and adequate, while also avoiding the further expense and risk of proceeding toward class certification and trial.

48. Class Counsel conducted an extensive review and analysis of Defendant's produced timekeeping records, class list and workweek/pay period data, policy documents, and payroll records, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue.

49. The Settlement resulted from informed, arm's-length negotiations after Plaintiff analyzed Defendant's records and the Parties mediated before Lynn Frank, Esq., who issued a mediator's proposal the Parties accepted.

50. The proposed Settlement Class is defined as all current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and the date of preliminary approval. Settlement Class members can be easily identified using Defendant's employment and payroll records. Defendant represents that the Settlement Class consists of approximately 307 individuals, rendering it impracticable to bring all Settlement Class members before the Court.

51. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration, or the proposed *cy pres* recipient, Legal Aid at Work.

52. I confirm that my firm is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement. Further, I sent a firm-wide email inquiring if any member of my law firm was aware of any other pending matter or action that asserts claims similar to those asserted in this action that will be extinguished or

adversely affected by this Settlement. No one from my law firm stated that they were aware of any other pending matter or action that asserts claims similar to those asserted in this action that will be extinguished or adversely affected by this Settlement.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on October 13, 2026, at El Segundo, California.



Matthew K. Moen

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Enersain Beltran ("Plaintiff") individually and on behalf of all members of the Settlement Class (defined below), and Defendant The Roof Masters, Inc. ("Defendant Roof Masters"). Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, ("Class Counsel"). Defendant is represented by Steven W. Blake of Blake Law Firm.

On April 23, 2025, Plaintiff Beltran filed a class action complaint against Defendant The Roof Masters, Inc. in the San Diego County Superior Court titled *Enersain Beltran v. The Roof Masters, Inc.,* Case No. 25CU021086C (the "Action"). The Action alleges that Defendant The Roof Masters, Inc.: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenditures (6) failed to provide accurate itemized wage statements; and (7) violated California's Unfair Competition Law. On June 30, 2025, Plaintiff filed the operative First Amended Complaint ("FAC") in the Action in order to add an allegation for civil penalties under California's Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq.

Given the uncertainty of litigation, and without Defendant making any admission as to the merits of any of the claims asserted, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

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

> All current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and the date of preliminary approval (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure § 382. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Aggrieved Employees**. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the Aggrieved Employees shall be defined as:

> All current and former nonexempt hourly employees employed by Defendant in California from April 23, 2024 through the date of preliminary approval (the "PAGA Period").

3. **Release by Class Members, Aggrieved Employees, and Plaintiff**. Plaintiff and every Class Member (except those who opt out of the Settlement) will release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") from liability for all claims as follows:

A. All Class Members who do not opt-out ("Participating Class Members") will release and discharge Defendant and the Released Parties from based on the factual allegations set forth in the operative complaint in the Action or Plaintiff's PAGA Notice to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the Class Period (the "Released Claims"). The time period governing the Released Class Claims shall be the Class Period. This release will become effective on the Effective Date (as defined in Section 3.D).

B. All Aggrieved Employees, regardless of whether they opt-out of the class action portion of the Settlement, will release and discharge Defendant and the Released Parties from the PAGA claims that Plaintiff alleged against Defendant based on the facts stated in his LWDA notice letter ("PAGA Notice") dated April 23, 2025 for civil penalties recoverable under the PAGA based on the facts or claims alleged in the PAGA Notice and FAC ("Released PAGA Claims"). The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The time period governing the Released PAGA Claims shall be the PAGA Period. This release will become effective on the Effective Date (as defined in Section 3.D).

C. Plaintiff agrees to release, as individuals and in addition to the Released Class Claims and Released PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

D. The Settlement shall become effective the later of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members are filed; (b) the expiration of the time to appeal if an objection is filed and no appeal is filed or if any appeal is withdrawn; (c) the final resolution of any appeal; or (d) Defendant's deposit of the entire Maximum Settlement Amount with the Settlement Administrator ("Effective Date").

4. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a "Maximum Settlement Amount" of $900,000.00 in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this Settlement.

B. Defendant shall pay the Maximum Settlement Amount and the employer's-share of payroll taxes on the portion allocated as wages within sixty (60) calendar days after the Court signs an Order granting final approval of the Settlement, but in no event sooner than October 6, 2027.

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Class Members;

(2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are not to exceed $7,490.00;

(3) Up to $10,000.00 for Plaintiff's Class Representative Service Award in recognition for Plaintiff's respective contributions to the Action and service to the Class Members;

(4) Up to thirty-five percent (35%) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at $315,000.00) plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, to be no greater than $20,000.00; and

(5) $50,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 65% of such penalties ($32,500.00), will be payable to the LWDA and the remaining 35% ($17,500.00), will be payable to the Aggrieved Employees as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount to be distributed to Participating Class Members.

E. **Escalator Clause.** Defendant has represented that there are an estimated 17,638 aggregate workweeks worked by the approximately 307 Class Members during the Class Period. If the actual number of workweeks worked during the Class Period exceeds this figure by 10% or more (i.e., if there are 19,402 or more workweeks

worked during the Class Period), Defendant shall have the option to either: (a) end the Class Period and PAGA Period on the date when the workweeks reached 19,401; or (b) increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 12%). Defendant shall make its decision whether to elect to increase the Maximum Settlement Amount or to end the Class Period and PAGA Period prior to the hearing date on Plaintiff's Motion for Preliminary Approval.

F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes on any amounts designated as wages, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

5. **Payments to the Class Members.** Class Members are not required to submit a claim form to receive a payment ("Individual Class Payment") from the Settlement. Individual Class Payments will be determined and paid as follows:

A. The Settlement Administrator will first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. The Settlement Administrator will then calculate each Individual Class Payment and Individual PAGA Payment based on the following formula:

i. Aggrieved Employees' Individual PAGA Payments: The $17,500.00 payable to Aggrieved Employees as PAGA civil penalties shall be designated as the "Individual PAGA Payment." Each individual who was employed by Defendant at any time during the PAGA Period, regardless of whether they opt-out of the Class Portion of the settlement, will receive their Individual PAGA Payment based on the number of pay periods that he or she worked during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

ii. The Net Settlement Amount will be distributed to each Participating Class Member based on the number of workweeks that he or she worked during the Class Period compared to the total number of workweeks worked by all Participating Class Members during the Class Period.

C. Within 10 business days following the Effective Date, the Settlement Administrator will calculate each Participating Class Member's Individual Class Payment along with Individual PAGA Payments and will prepare and mail these payments to Participating Class Members and Aggrieved Employees. The Settlement Administrator will also mail any amounts awarded to Plaintiff for the Class

Representative Service Award, as well as the amounts awarded to Class Counsel for attorneys' fees and costs by the same deadline. Should any issued settlement checks be returned to the Settlement Administrator as non-delivered, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address, and shall re-mail the settlement checks to the updated mailing addresses within five (5) business days of receiving the returned settlement check.

D. Each Individual Class Payment shall be allocated as 20% wages and 80% penalties and interest. The Settlement Administrator will be responsible for issuing to Participating Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Payments made to Aggrieved Employees for their portion of the Individual PAGA Payments will be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement Administrator will be responsible for issuing Participating Class Members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Participating Class Members will be responsible for their share of the employee-side payroll taxes for the portion of Individual Class Payments allocated as unpaid wages, which shall be deducted from their Individual Class Payments.

E. Defendant will fully discharge their payment obligations to Participating Class Members and Aggrieved Employees when the Settlement Administrator mails Settlement checks for each Individual Class Payment and any applicable Individual PAGA Payment. Discharge is effective upon mailing, whether or not a check is received or negotiated. Any check that is not negotiated within one hundred eighty (180) days of mailing will be distributed by the Settlement Administrator to the Parties' mutually agreed *cy pres* designee, Legal Aid at Work.

F. Neither Plaintiff nor Defendant will bear any liability for lost, stolen, undelivered or misdelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount, which is currently estimated to be $315,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $20,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Any reduction by the Court of these requests will revert to the Net Settlement Amount to be distributed to the Participating Class Members. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for these amounts.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of $10,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Class Members. Any reduction by the Court of this request will revert to the Net Settlement Amount to be distributed to the Participating Class Members. This award will be in addition to Plaintiff's Individual Class Payment as a Class Member, and will be reported on an IRS Form 1099 issued by the Settlement Administrator.

8. **Settlement Administrator.** Defendant agrees to the appointment of Apex Class Action Administration as the Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to $17,490.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for translating and sending notices to the Class Members and Aggrieved Employees in English and Spanish, for calculating Individual Class Payments and Individual PAGA Payments, and for preparing all checks and mailings. The Settlement Administrator shall also be responsible for maintaining a website and posting important documents from the case for the Class Members, including copies of the operative FAC, Plaintiff's PAGA Notice to the LWDA, this Settlement Agreement and any amendments, the Notice Packet, the Court's Order Granting Preliminary Approval, and the Court's Final Judgment and Order. Any reduction by the Court of this request will revert to the Net Settlement Amount to be distributed to Participating Class Members. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after settlement checks have been mailed to all Class Members and Aggrieved Employees.

9. **Preliminary Approval.** Plaintiff will apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for settlement purposes only;

B. Appointing Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Enersain Beltran as Class Representative for the Settlement Class;

D. Approving Apex Class Action Administration as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class Action and PAGA Settlement ("Class Notice"), Notice of Individual Class Payment, Request for Exclusion Form, and Objection Form), and which counsel for all Parties shall mutually agree upon before submitting to the Court, and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

10. **Notice to Class Members.** Following preliminary approval, the Class Members will be notified as follows:

A. Within fourteen (14) days of the Court signing an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, addresses, phone numbers, social security numbers, and workweek and pay period information for each Class Member and Aggrieved Employee during the Class Period and PAGA Period.

A. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Class Payment for each Class Member and the estimated Individual PAGA Payment for each Aggrieved Employee; and (iv) mail a Notice Packet in English and Spanish to each Class Member and Aggrieved Employee at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

B. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

C. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Class Members in the Notice Packets. Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class action portion of the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in

(1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. Aggrieved Employees may not opt-out of the release of the Released PAGA Claims (as described in Paragraph 3.B.) and will receive their Individual PAGA Payments even if they request exclusion from the class action portion of the Settlement and do not receive a class portion of their Individual Class Payment.

iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Class Member to object to the Settlement or opt-out of the Settlement Class or encourage any Class Member to appeal from the final judgment.

D. Objections. Participating Class Members may object to this Settlement Agreement as explained in the Class Notice by filing a written objection (or submitting an Objection Form) with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel) within the Response Deadline. Following the Response Deadline, Class Counsel shall be responsible for filing a single packet of all objections with the Court. Any such written objections must contain the Class Member's name, address, and last four digits of his or her social security number. The objection must also be signed by the Class Member. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Class Member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.

E. Notice of Individual Class Payment / Disputes. Each Notice Packet mailed to a Class Member will disclose the amount of the Class Member's estimated Individual Class Payment and anticipated share of the Individual PAGA Payment, as well as all of the information that was used to calculate the Individual Class Payment and the Individual PAGA Payment. Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Dispute Forms will be mailed to all Class Members in the Notice Packets. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall make an initial determination regarding the eligibility for, and the amounts of, any

Individual Class Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will request the Court make a final determination regarding the dispute. Additionally, the Parties will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes, and although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

F. Defendant understands its legal obligation not to retaliate against the Class Members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

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

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for at least thirty (30) days from the date of Final Judgment for the Class Members, in compliance with CRC Rule 3.771(b).

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur or Defendant fails to fully fund the Settlement, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152.

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

14. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party through the date of preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

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

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Steven W. Blake of Blake Law Firm
533 2nd Street, #250 Encinitas, CA 92024
steve@blakelawca.com

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

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

18. **Enforcement Action**. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, 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.

19. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court Rule 3.769, the San Diego County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

DATED:

THE ROOF MASTERS, INC.

By: Rosa Oceguera
Name: Rosa Oceguera
Title: CFO

DATED: Sep 27, 2026

PLAINTIFF ENERSAIN BELTRAN

By: Enersain Beltran (Sep 27, 2026 18:05:59 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: Sep 27, 2026

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff

DATED: October 7, 2026

BLAKE LAW FIRM

By: _____
Steven W. Blake
Attorneys for Defendant

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ENERSAIN BELTRAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. THE ROOF MASTERS, INC., a California corporation; and DOES 1 through 100, Defendant.	Case No. 25CU021086C **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

To: All current and former non-exempt employees who worked for The Roof Masters, Inc. ("Defendant") in California between April 23, 2021 and <<PRELIMINARY APPROVAL DATE>> (the "Class Period").

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

You may be entitled to money from this Settlement. Defendant's records show that you were employed by Defendant as a non-exempt employee in California between April 23, 2021 and <<PRELIMINARY APPROVAL DATE>> (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the class and representative action lawsuit identified at the top of this page ("Lawsuit"), to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

Plaintiff Enersain Beltran brought this Lawsuit against Defendant, asserting claims on behalf of all Class Members. Plaintiff is known as the "Class Representative," and Plaintiff's attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Defendant failed to pay all overtime wages, failed to pay all minimum wages, failed to provide all meal periods, failed to authorize and permit all rest periods, failed to reimburse necessary business expenses, failed to provide accurate itemized wage statements, and violated California's Unfair Competition Law. Plaintiff also seeks civil penalties under the Private Attorneys General Act for the same conduct.

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

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Defendant's best interests and the interests of Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and negotiations between the parties.

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

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

Who are the Attorneys?

Attorneys for Plaintiff and Class Members:

HAINES LAW GROUP, APC
Paul K. Haines
phaines@haineslawgroup.com
Fletcher W. Schmidt
fschmidt@haineslawgroup.com
Matthew K. Moen
mmoen@haineslawgroup.com
Ian T. Mallery
imallery@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Defendant:

BLAKE LAW FIRM
Steven W. Blake
steve@blakelawca.com
533 2nd Street, #250
Encinitas, CA 92024

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and <<PRELIMINARY APPROVAL DATE>>. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as described below in the "Release" section.

Defendant agreed to pay $900,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Class Members, attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its share of PAGA civil penalties, and the Class Representative's Service Award. Defendant will fund the Maximum Settlement Amount within sixty (60) calendar days after the Court signs an Order granting final approval of the Settlement, but in no event sooner than October 6, 2027. Therefore, it is currently estimated that participating Class Members can expect for their Individual Class Payments to be mailed by approximately November 2027. **It is imperative that you notify the Settlement Administrator of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.**

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Apex Class Action Administration to function as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to $7,490.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees,

which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to 35% of the Maximum Settlement Amount (which is currently estimated to be $315,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel will also ask for reimbursement of up to $20,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative's Service Award. Class Counsel will ask the Court to award $10,000.00 as the Class Representative Service Award. This is meant to compensate Plaintiff for the service and extra work provided on behalf of the Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate $50,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code § 2699(i), 65% of such penalties ($32,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 35% ($17,500.00) will be payable to the individuals with PAGA standing, i.e., all current and former nonexempt hourly employees employed by Defendant in California from April 23, 2024 through <<PRELIMINARY APPROVAL DATE>> (the "PAGA Period") (the "Aggrieved Employees") as part of the Net Settlement Amount.

Calculation of Class Members' Individual Class Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

(i) The 35% share of PAGA civil penalties ($17,500.00) will be distributed to Aggrieved Employees proportionally based on the number of pay periods that he or she worked during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. These amounts will be known as Individual PAGA Payments.

(ii) The Net Settlement Amount will be distributed to each Class Member who does not opt-out ("Participating Class Member") based on the number of workweeks that he or she worked during the Class Period compared to the total number of workweeks worked by all Participating Class Members during the Class Period.

Individual Class Payments to Class Members. Within 10 business days following the Effective Date, the Settlement Administrator will mail Individual Class Payments and Individual PAGA Payments. Each Participating Class Member who receives an Individual Class Payment must cash that check within 180 days from the date the Settlement Administrator mails it. The Settlement Administrator will distribute any funds resulting from checks not cashed within the 180-day check cashing deadline to the Parties' mutually agreed *cy pres* designee, Legal Aid at Work.

If any settlement checks are returned to the Settlement Administrator as non-delivered, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address, and shall re-mail the settlement checks to the updated mailing addresses within five (5) business days of receiving the returned settlement check.

Allocation and Taxes. Each Individual Class Payment will be allocated as 80% penalties and interest and 20% wages. The Settlement Administrator will be responsible for issuing to Participating Class Members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W-2 (for amounts paid as wages). Payments made to Aggrieved Employees for their portion of the Individual PAGA Payments will be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Class Payment.

Release. If the Court approves the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant, and any of its current, former, and/or alleged owners, officers, directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys; any other predecessors, successors, assigns, or legal representatives; and any parents, subsidiaries, affiliates, or other entities that could be considered to have jointly employed any Class Members and/or Aggrieved Employees (collectively, "Released Parties") from the claims that Plaintiff alleged against the Released Parties in the operative First Amended Complaint ("FAC") in the matter titled *Enersain Beltran v. The Roof Masters, Inc.*, San Diego County

Superior Court Case No. 25CU021086C, including all claims seeking damages and statutory penalties for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or pay meal period premiums in lieu thereof; (4) failure to authorize and permit rest breaks or pay rest break premiums in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices pursuant to the Unfair Competition Law ("UCL"), Business and Professions Code § 17200, *et seq*. (the "Released Class Claims"). The time period governing the Released Class Claims shall be the Class Period. This release will become effective on the Effective Date.

All Aggrieved Employees, regardless of whether they opt-out of the class action portion of the Settlement, will release and discharge Defendant and the Released Parties from the PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in his LWDA notice letter ("PAGA Notice") dated April 23, 2025 and the FAC, including all PAGA claims seeking civil penalties for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or pay meal period premiums in lieu thereof; (4) failure to authorize and permit rest breaks or pay rest break premiums in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate itemized wage statements; and (7) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the PAGA Notice and Complaint ("Released PAGA Claims"). The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The time period governing the Released PAGA Claims shall be the PAGA Period. This release will become effective on the Effective Date.

The "Effective Date". The Settlement shall become effective the later of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members are filed; (b) the expiration of the time to appeal if an objection is filed and no appeal is filed or if any appeal is withdrawn; (c) the final resolution of any appeal; or (d) Defendant's deposit of the entire Maximum Settlement Amount with the Settlement Administrator ("Effective Date").

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Class Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Class Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Class Payment. Your award is based on the proportionate number of workweeks that you worked during the Class Period and the number of pay periods that you worked during the PAGA Period. The information contained in Defendant's records regarding this information, along with your estimated Individual Class Payment, is listed on the accompanying Notice of Individual Class Payment. If you disagree with the information in your Notice of Individual Class Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Class Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss with the Parties in good faith how to resolve any disputes submitted by Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator the attached "Request for Exclusion Form" postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion that omits a telephone number and or last four digits of the Social Security number will still be deemed valid.

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class Member, will be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. **Do not submit both a**

Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Additionally, all Requests for Exclusion will be submitted to the Court. The Settlement Administrator shall make an initial determination regarding the eligibility for, and the amounts of, any Individual Class Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator, Class Counsel, and Defendant's Counsel cannot agree on a resolution, the Class Counsel and Defendant's Counsel will submit the dispute to the Court to make a final determination regarding the dispute.

Aggrieved Employees may not opt-out of the release of Released PAGA Claims and will thus receive payment for their share of PAGA civil penalties even if they request exclusion from the class action portion of the Settlement and do not receive a class portion of their Individual Class Payment. Aggrieved Employees will be bound by the release in the above mentioned "Released PAGA Claims," regardless of whether they cash their checks for their share of PAGA civil penalties.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may fill out the attached "Objection Form" and mail it to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the last four digits of your Social Security number, and your signature. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department C-63 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing to object to the settlement, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after <<RESPONSE DEADLINE>> to opt-out, object, or dispute their Settlement Payment. As such, this adjusted deadline shall end on <<RESPONSE DEADLINE + 14 CALENDAR DAYS>>.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-63 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the service award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

The Settlement Administrator will post the following documents on its website: i) the operative complaint; ii) the PAGA notice letter to the LWDA (Plaintiff's letter to the LWDA dated April 23, 2025); iii) the Settlement Agreement and any amendments; iv) the Notice Packet; v) the orders granting Preliminary and Final Approval; vi) and the Final Judgment and Order. The Settlement Administrator will post the above documents for at least 180 days at the following website address: <<ADMINISTRATOR WEBSITE INFO>>.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the online docket for this case by visiting https://odyroa.sdcourt.ca.gov/ and entering the case number (25CU021086C). You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

NOTICE OF INDIVIDUAL CLASS PAYMENT

ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.
SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 25CU021086C

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep your current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____
Former Names (if any)

_____
New Street Address

_____
City State Zip Code

(III) Information Used to Calculate Your Individual Class Payment:

According to Defendant The Roof Masters, Inc.'s ("Defendant") records:

(a) You worked _____ workweeks for Defendant in California as a non-exempt employee between April 23, 2021 and <<PRELIMINARY APPROVAL DATE>>;

(b) There were _____ workweeks worked for Defendant in California by all non-exempt employees between April 23, 2021 and <<PRELIMINARY APPROVAL DATE>>;

(c) You worked _____ pay periods for Defendant in California as a non-exempt employee between April 23, 2024 and <<PRELIMINARY APPROVAL DATE>>;

(d) There were _____ pay periods worked for Defendant in California by all non-exempt employees between April 23, 2024 and <<PRELIMINARY APPROVAL DATE>>.

Based on the above, your Individual Class Payment is estimated to be $_____ and your Individual PAGA Payment is estimated to be $_____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why on the back of this page and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the Parties and the Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____ Date: _____

REQUEST FOR EXCLUSION FORM

ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.
SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 25CU021086C

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

ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the class action portion of the Settlement of the lawsuit entitled *ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.*, SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 25CU021086C.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.*, LAWSUIT FILED IN THE SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 25CU021086C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ___ ___ ___ ___

*In the event this Request for Exclusion Form is submitted to the court, the last four digits of your Social Security Number will be redacted before any submission to the court.

OBJECTION FORM

ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.
SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 25CU021086C

If you wish to object to the settlement, or any portion of it, you may complete, sign and mail this form, postmarked on or before **<<RESPONSE DEADLINE>>**, addressed as follows:

***ENERSAIN BELTRAN V. THE ROOF MASTERS, INC.* SETTLEMENT ADMINISTRATOR**
<<ADMINISTRATOR CONTACT INFO>>

Objecting Class Member Information:

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ___ ___ ___ ___

*In the event this Objection Form is submitted to the court, the last four digits of your Social Security Number will be redacted before any submission to the court.

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

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 23, 2025

VIA LWDA WEBSITE

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

Re: *Enersain Beltran vs. The Roof Masters, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Enersain Beltran ("Mr. Beltran") in claims arising from his employment with The Roof Masters, Inc.; and DOES 1 through 100, inclusive ("Defendants"). Mr. Beltran is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants provide residential and commercial roofing services. Mr. Beltran has been employed by Defendants as a non-exempt employee from approximately 2017 through the present. Mr. Beltran's primary job duties include removing, repairing, and replacing roofs.

During Mr. Beltran's employment with Defendants, Defendants failed to compensate Mr. Beltran and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants failed to maintain any daily timekeeping records. Instead, Defendants pay a daily flat rate only, equivalent to eight hours per workday. Rather than maintaining accurate records of Mr. Beltran's and other aggrieved employees' hours worked, Defendants' managers would simply call and send text messages to Mr. Beltran and other aggrieved employees to track how many days each employee worked at a specific job site, then Defendants would pay Mr. Beltran and other aggrieved employees a daily rate for each day worked. This daily rate further failed to include additional premium wages for overtime hours worked over eight hours in a day and/or forty hours in a workweek. This unlawful timekeeping practice/policy failed to accurately track the correct number of hours that Mr. Beltran and other aggrieved employees worked and/or were subject to Defendants' control on any given workday, include time spent before and after their scheduled 8-hour shifts, and time spent performing work during time periods otherwise allotted for purported meal periods, resulting in unpaid minimum and overtime wages owed. Further, Defendants call

and text Mr. Beltran and other aggrieved employees both before and after their scheduled shifts, including sending messages regarding instructions needed to complete their job duties, questions about jobs performed, and questions about whether or not they worked certain days. Since Defendants' managers messaged Mr. Beltran and other aggrieved employees with information necessary to perform their job duties, Defendants were required to compensate Mr. Beltran and other aggrieved employees for this time. Defendants' timekeeping policies resulted in unpaid minimum wages and, on occasions when Mr. Beltran and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, unpaid overtime wages.

Additionally, Defendants' failure to maintain timekeeping records included failure to record clock-in and clock-out times for purported meal periods, in violation of Wage Order 16, § 6(A)(1). As with the start and end times for daily work shifts, Defendants maintained a policy and/or practice of never recording the start and end times of purported meal periods, instead paying Mr. Beltran and other aggrieved employees a daily rate equivalent to 8 hours of work, assuming that exactly 30 minutes of time was taken by Mr. Beltran and other aggrieved employees each day for purported meal periods, but without verifying if Mr. Beltran and other aggrieved employees received timely and uninterrupted meal periods that lasted at least 30-minutes in length. Defendants would instruct Mr. Beltran and other aggrieved employees when to take their meal periods, but the timing of the meal periods was never recorded. Therefore in practice, despite instructing Mr. Beltran and other aggrieved employees to take meal periods, Defendants would regularly interrupt Mr. Beltran and other aggrieved employees during their meal periods to discuss their upcoming assignments, to discuss other job-related duties to be completed after their meal periods ended, and to require Mr. Beltran and other aggrieved employees to travel to Home Depot to pick up necessary work materials or to remove trash off-site when needed, without compensating Mr. Beltran and other aggrieved employees for this time or otherwise accounting for this time worked during interrupted meal periods. As such, Defendants maintained timekeeping policies and practices that resulted in Mr. Beltran and other aggrieved employees not being compensated for all hours actually worked. Due to Defendants' timekeeping policies and practices that fail to compensate for all hours worked, Mr. Beltran and other aggrieved employees were deprived of all required minimum wages. Further, on occasions when Mr. Beltran and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, Defendants' practice of failing to accurately record and pay for all time worked also deprived Mr. Beltran and other aggrieved employees of all overtime wages owed.

Defendants also failed to provide Mr. Beltran and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work or **any** second duty-free, 30-minute meal periods when they worked shifts in excess of 10.0 hours. Specifically, Mr. Beltran and other aggrieved employees were only provided with meal periods at Defendants' discretion. Defendants would often interrupt these purported meal periods to direct Mr. Beltran and other aggrieved employees to leave the worksite during the scheduled meal

period to acquire building materials or to remove trash off-site. This practice regularly resulted in untimely first meal periods commencing after the completion of 5 hours of work, interrupted meal periods, or meal periods shorter than 30-minutes in length. Further, as stated above, Mr. Beltran and other aggrieved employees did not clock in and out for their meal periods. Rather, Defendants only paid Mr. Beltran and other aggrieved employees a daily rate based upon an assumed 8-hour shift including automatically deducting 30 minutes of time for assumed meal periods, without verifying if Mr. Beltran and other aggrieved employees received an uninterrupted and timely 30-minute meal period. *See* Wage Order 16 § 6 (requiring employers to accurately record all hours worked, including the timing of meal periods); *see also Donohue v. AMN Services LLC*, (2021) 11 Cal.5th 58, 61 ("[W]e hold that time records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.). Further, on occasions when Mr. Beltran and other aggrieved employees were provided meal periods, Defendants required Mr. Beltran and other aggrieved employees to keep a cellular phone on their person in order to communicate with their supervisors at all times, in violation of *Augustus v. ABM Security Svcs*., Inc., (2016) 2 Cal.5th 257. *See id*., at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, ***tethered by time and policy to particular…communications devices***, with the requirement to relieve employees of all work duties and employer control.") (emphasis added). As such, Defendants failed to relinquish control over how Mr. Beltran and other aggrieved employees spent their meal period. As a result of Defendants' meal period practices and policies, Mr. Beltran and other aggrieved employees were not provided with all lawful meal periods to which they were entitled. On occasions when Mr. Beltran and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Beltran and other aggrieved employees an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Mr. Beltran and other aggrieved employees were not authorized and permitted to take a duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically, Defendants did not authorize and permit any duty-free rest periods regardless of shift length. Further, even if Mr. Beltran and other aggrieved employees were ever able to take a rest period, which Mr. Beltran alleges they were not, Defendants required Mr. Beltran and other aggrieved employees to carry and be responsive to their cellular phones at all times while on duty in violation of *Augustus*. *See id*., 2 Cal.5th at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, ***tethered by time and policy to particular…communications devices***, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.") (emphasis added). Defendants also failed to provide Mr. Beltran and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also required Mr. Beltran and other aggrieved employees to provide their own supplies necessary to perform their job duties without reimbursing them for these

necessary business expenses. Specifically, Defendants required Mr. Beltran and other aggrieved employees to use their personal cell phones to communicate throughout the day with supervisors about their work duties Additionally, Defendants required Mr. Beltran and other aggrieved employees to purchase tools necessary for roofing, including, but not limited to, ladders, hand saws, nail guns, and rippers. Defendants also required Mr. Beltran and other aggrieved employees to use their personal vehicles during their shifts. Mr. Beltran and other aggrieved employees would meet at Defendants' office at the beginning of their shifts to be given their job assignments. Thereafter, Mr. Beltran and other aggrieved employees would drive their personal vehicles to the worksite. Mr. Beltran and other aggrieved employees were also often directed by Defendants to use their personal vehicles to go to hardware stores to pick up materials during their shifts, and to travel between multiple jobsites on a single workday. Defendants never paid for a reasonable portion of the mileage accrued for this non-commute travel. Upon information and belief, Defendants never reimbursed Mr. Beltran and other aggrieved employees for a reasonable portion of their cellular phone expenses, the full cost of the tools necessary to perform their jobs, or non-commute mileage accrued, as mandated by *Cochran v. Schwan's Home Service, Inc*., (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Beltran and other aggrieved employees. Further, on workweeks in which Mr. Beltran and other aggrieved employees performed work on Saturdays and/or Sundays, Defendants paid Mr. Beltran and other aggrieved employees in cash and did not include the employees' hours worked or earned wages for these days on their wage statements, in violation of Labor Code section 226(a).

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Beltran and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Beltran and other aggrieved employees to work overtime hours but did not compensate Mr. Beltran or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Beltran and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 16.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Beltran and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. As a result, Mr. Beltran and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Beltran and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 16, § 11. As a result, Mr. Beltran and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Beltran and other aggrieved employees for all necessary business expenses incurred, including, among other things, for the use of their personal cellular phones, tools, and vehicle mileage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Beltran and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Penalties

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Beltran and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mr. Beltran and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Mr. Beltran will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Beltran own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Mr. Beltran and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Mr. Beltran and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to provide Mr. Beltran and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Mr. Beltran and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;

d. Failing to authorize and permit Mr. Beltran and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Beltran and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;

e. Failing to reimburse Mr. Beltran and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Mr. Beltran and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;

g. Failing to maintain accurate records on behalf of Mr. Beltran and other aggrieved employees, in violation of Labor Code §§ 558 and 1174; and

h. Failing to pay Mr. Beltran and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: The Roof Masters, Inc., c/o Sollertis, Inc., Agent for Service of Process, 16950 Via De Santa Fe, Ste. 5060-160 Rancho Santa Fe, CA 92067 (via certified mail)

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/24/2025

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8300 0011 2686 72

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 04/23/2025 16:43

ORIGINAL INTENDED RECIPIENT:

THE ROOF MASTERS INC
C/O: SOLLERTIS INC AGENT FOR SERVICE OF PROCESS
16950 VIA DE SANTA FE STE 5060-160
RCHO SANTA FE CA 92067

JR - Beltran, Enersian

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

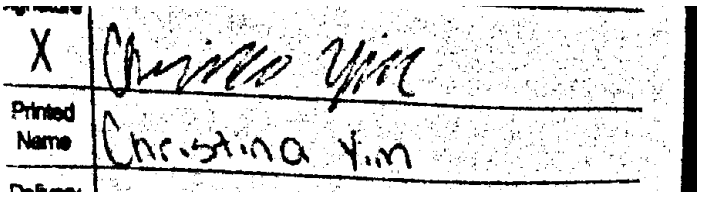
Mailer: Haines Law Group

Date Produced: 04/28/2025

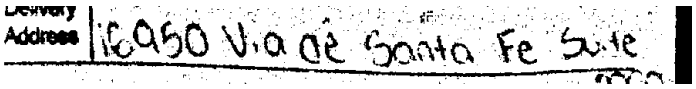
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0011 2686 72. Our records indicate that this item was delivered on 04/26/2025 at 03:52 p.m. in RANCHO SANTA FE, CA 92091. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)



Address of Recipient :



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Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

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THE ROOF MASTERS INC
C/O: SOLLERTIS INC AGENT FOR SERVICE OF PROCESS
16950 VIA DE SANTA FE
STE 5060-160
RCHO SANTA FE CA 92067

Customer Reference Number: C5843941.35426004

Return Reference Number JR - Beltran, Enersian

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Jonathan Ramirez
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, April 23, 2025 5:02:28 PM

4/23/2025

LWDA Case No. LWDA-CM-1094214-25
Law Firm : Haines Law Group, APC
Plaintiff Name : Enersain Beltran
Employer: The Roof Masters, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4