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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIO ALVARADO, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RED POINTE ROOFING, L.P., a California
Limited Partnership; and DOES 1 through
100,

Defendants.

CASE NO. 30-2022-01286100-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX104]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: July 10, 2025

Time: 2:00 p.m.

Dept.: CX104

Action Filed: October 12, 2022

Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Mario Alvarado (“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 am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff, I have been actively involved in all aspects of this
2 litigation since its inception. I played an integral part in the negotiation and resolution of the
3 claims at issue in this lawsuit.

4 10. Defendant is a Southern California commercial roofing provider specializing in
5 roof construction and repair. Plaintiff was employed by Defendant as a non-exempt Roofer from
6 approximately October 4, 2021, to July 31, 2022. Plaintiff's job duties included repairing roof
7 leaks and installing roof tile and shingles. Like all Settlement Class members, Plaintiff was subject
8 to Defendant's wage and hour policies and practices.

9 11. On October 12, 2022, Plaintiff filed the initial Complaint in this action, alleging
10 that Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed;
11 (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods;
12 (v) reimburse necessary business expenses; (vi) issue accurate and itemized wage statements;
13 (vii) timely pay all final wages upon separation; and (viii) comply with California's Unfair
14 Competition Law. On December 19, 2022, Plaintiff filed the operative First Amended Complaint
15 ("FAC"), adding a cause of action for civil penalties under the PAGA, based on the underlying
16 Labor Code violations alleged in the FAC.

17 12. In anticipation of mediation, Defendant provided Plaintiff with handwritten
18 timekeeping records and corresponding payroll records for 31% of the months during the relevant
19 time period, as well as the employee handbooks in effect during that period. Plaintiff's counsel
20 conducted a comprehensive, class-wide analysis of the data to estimate Defendant's maximum
21 potential exposure on all claims at issue. On September 5, 2023, following extensive legal
22 research and analysis and review of the data, the Parties participated in a mediation session with
23 Steven G. Mehta, Esq., which resulted in a class-wide resolution of all claims. In the months that
24 followed, the Parties negotiated and executed the long-form Settlement Agreement which was
25 granted preliminary approval by this Court on November 5, 2025. A true and correct copy of this
26 Court's Order Granting Preliminary Approval is attached hereto as **Exhibit 1**.

1 13. On January 13, 2025, Plaintiff submitted the Parties' Settlement Agreement to the
2 LWDA in connection with the filing of the Motion for Preliminary Approval. A true and correct
3 copy of the LWDA submission confirmations for this matter are attached hereto as **Exhibit 2**.

4 14. Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of
5 \$711,490.00. The Net Settlement Amount ("NSA") is the amount remaining from the MSA after
6 deducting Court-approved amounts for attorneys' fees (\$237,139.62) and verified costs
7 reimbursement (\$11,609.64), the Class Representative Enhancement Payment (\$7,500.00),
8 settlement administration costs (\$10,000.00), and payment to the LWDA for its share of PAGA
9 penalties (\$37,500.00). Based on these requested amounts, the NSA is calculated to be
10 approximately \$407,740.74.

11 15. Plaintiff's Counsel's cost records identify total out-of-pocket expenses incurred to
12 date as \$11,479.04. The total amount Plaintiff's Counsel now seeks for reimbursement,
13 \$11,609.64, includes an additional \$130.60 in anticipated future costs, which are expected to be
14 incurred in connection with the filing and service of the Motion for Final Approval and the
15 Settlement Administrator's final accounting declaration. A true and correct copy of my firm's
16 cost records is attached hereto as **Exhibit 3**.

17 16. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant maintains
18 that it properly paid all minimum and overtime wages for all hours worked by Settlement Class
19 Members. Defendant further asserts that this claim is not suitable for class treatment, as it
20 allegedly requires individualized inquiries into how much time each employee purportedly
21 worked off the clock each day, resulting in an unmanageable series of mini-trials.

22 17. Defendant also contends that it provided all legally compliant meal periods, and
23 that any missed or non-compliant meal periods were the result of employee choice, not
24 Defendant's policies or practices. Defendant asserts that Plaintiff and other non-exempt
25 employees were not required to perform unpaid work before their shifts, and therefore its time
26 records accurately reflect timely first meal periods. Defendant further claims that employees
27 waived their second meal periods on shifts in excess of 10 hours. According to Defendant,
28 Plaintiff's meal period claims are not suitable for class treatment because individualized inquiries

1 would be required to determine whether second meal periods were waived and to assess the reason
2 for any missed or non-compliant meal periods recorded on particular shifts.

3 18. With respect to Plaintiff's rest period claim, Defendant argues that it has
4 maintained a facially compliant written rest period policy and has always authorized and
5 permitted rest periods in accordance with that policy. Defendant contends that this claim, too, is
6 not amenable to class treatment, as individual inquiries would be necessary to determine whether
7 rest periods were authorized on particular shifts. Defendant further argues that this manageability
8 concern is particularly problematic because rest periods are not recorded.

9 19. In response to Plaintiff's allegations that Defendant failed to reimburse necessary
10 business expenses, Defendant asserts that it maintains a policy to reimburse all reasonable and
11 necessary business expenditures and that, to the extent any expenses were not reimbursed, they
12 were not reasonably incurred. Defendant also argues that this claim faces the same certification
13 barriers as Plaintiff's other claims, as it would allegedly require mini-trials to determine which
14 employees were required to use personal cell phones for business purposes and in which pay
15 periods such expenses were incurred.

16 20. Defendant disputes any derivative wage statement violations, waiting time
17 penalties, and civil penalties under PAGA. Defendant argues that any alleged wage statement
18 violations were not "knowing and intentional," and that Plaintiff cannot show he "suffer[ed]
19 injury" as required under Labor Code § 226(e). Defendant also contends that it has strong, good
20 faith defenses to Plaintiff's underlying claims, which preclude the imposition of waiting time
21 penalties under Labor Code § 203. Defendant further maintains that, in light of these good faith
22 defenses, the Court would be within its discretion to substantially reduce any PAGA penalties
23 even if liability were found.

24 21. My firm's fee request of \$237,139.62, representing one-third of the MSA, is the
25 same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the
26 recovery method. This is consistent with my firm's experience in similar wage-and-hour class
27 action matters. As discussed above, this case presented significant risks with respect to both class
28 certification and the merits. Accordingly, it is fair and reasonable to account for those risks in

1 compensating my firm. Since undertaking representation of Plaintiff, my firm has devoted
2 substantial time and resources to this litigation on a pure contingency basis, without any guarantee
3 of compensation. My firm's efforts include conducting a pre-filing investigation; analyzing
4 Plaintiff's claims; conducting legal research; engaging in substantial informal discovery;
5 reviewing classwide documents and data produced by Defendant; extensively analyzing
6 timekeeping and payroll records to construct a comprehensive damages model; preparing for and
7 attending mediation; negotiating and drafting the Memorandum of Understanding, long-form
8 Settlement Agreement, and Notice Packet documents; engaging in significant further meet-and-
9 confer efforts and supplemental briefing following preliminary approval; preparing the Motions
10 for Preliminary and Final Approval; overseeing the notice process; responding to Settlement Class
11 Member inquiries; and otherwise litigating the case.

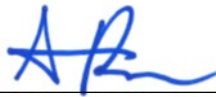
12 22. My firm incurred and respectfully requests reimbursement of \$11,609.64 in actual
13 litigation costs, which is substantially less than the \$20,000.00 in costs preliminarily approved by
14 the Court.

15 23. Plaintiff also requests that the Court approve \$10,000.00 in administration costs to
16 CPT Group, Inc. ("CPT"), the Court-approved Settlement Administrator. CPT performed
17 numerous tasks integral to implementing the Settlement and executing the Notice process. Among
18 other things, CPT calculated each Settlement Class Member's Individual Settlement Payment,
19 updated addresses from the class data provided by Defendant, formatted and mailed Notice
20 Packets to all 404 eligible individuals, and kept the Parties informed of mailing status through
21 weekly reports. CPT also handled other aspects of Settlement administration in accordance with
22 the Court's Preliminary Approval Order.

23 24. Plaintiff seeks a Class Representative Enhancement Payment of \$7,500.00 and
24 believes that this request is reasonable given Plaintiff's considerable efforts in this case, the risks
25 undertaken on behalf of the Settlement Class Members, and the general release of all claims
26 against Defendant, including a waiver of rights under California Civil Code § 1542. Plaintiff's
27 requested Enhancement Payment is intended to recognize the significant time and effort he
28 expended on behalf of the Settlement Class throughout the course of this litigation. Among other

1 things, Plaintiff searched for relevant documents, provided factual information to counsel,
2 participated in numerous calls to discuss the claims and Defendant's policies and practices,
3 assisted in preparing for mediation, made himself available during mediation to respond to factual
4 questions, reviewed and provided input regarding the settlement terms, and otherwise assisted
5 counsel in advancing the case toward resolution. Plaintiff has invested considerable time and
6 effort in pursuing this case, and the Settlement Class, who would not be receiving any recovery
7 but for Plaintiff's decision to move forward with these claims, will directly benefit from his
8 participation. Plaintiff not only attached his name to the lawsuit for the benefit of the class but
9 also agreed to a broader release than that applicable to other Settlement Class Members, including
10 a waiver of Civil Code § 1542. Plaintiff is entitled to be compensated for these unique risks and
11 his broad release of claims, which were not required of other class members. Plaintiff estimates
12 that he spent approximately 15 to 20 hours performing these duties on behalf of the class.

13 I declare under penalty of perjury under the laws of California and the United States that
14 the foregoing is true and correct. Executed on June 16, 2025, at El Segundo, California.

15 

16 _____
Andrew J. Rowbotham

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MARIO ALVARADO, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RED POINTE ROOFING, L.P., a California
Limited Partnership; and DOES 1 through
100,

Defendants.

CASE NO. 30-2022-01286100-CU-OE-CXC

*[Case assigned for all purposes to
Hon. Melissa R. McCormick, Dept. CX104]*

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: October 12, 2022

1 The Motion of Plaintiff Mario Alvarado (“Plaintiff”) for Preliminary Approval of Class
2 Action and PAGA Settlement came regularly for hearing before this Court on October 24, 2024,
3 at 2:00 p.m. The Court, having considered the proposed Stipulation of Settlement and
4 Amendment thereto (collectively the “Settlement”), attached hereto as Exhibit A; having
5 considered The Notice of Class Action and PAGA Settlement, Request For Exclusion Form,
6 and Objection Form (collectively, “Notice Packet”) attached hereto as Exhibit B; having
7 considered Plaintiff’s Supplemental Briefs in Support of Motion for Preliminary Approval of
8 Class Action Settlement; having considered Plaintiff’s Motion for Preliminary Approval of
9 Class Action Settlement, Memorandum of Points and Authorities in support thereof, and
10 supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
11 FOLLOWING:

12 1. The Court finds that the settlement is fair, adequate and reasonable, and in the
13 best interests of the Settlement Class members. The Court hereby GRANTS preliminary
14 approval of the class action and PAGA settlement as set forth in the Settlement and finds its
15 terms to be within the range of reasonableness of a settlement that ultimately could be granted
16 approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court
17 finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
18 defined community of interest among the members of the Settlement Class in questions of law
19 and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
20 the following Settlement Class:

21 All current and former non-exempt employees of Defendant Red
22 Pointe Roofing, L.P. in California who worked at any time
23 between October 12, 2018, and the date of preliminary approval
(the “Class Period”).

24 2. For purposes of the Settlement, the Court preliminarily designates Plaintiff
25 Mario Alvarado as Class Representative and preliminarily designates Fletcher W. Schmidt, Paul
26 K. Haines, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel.

27 3. Defendant will pay a non-reversionary Maximum Settlement Amount of
28 \$650,000.00. The Net Settlement Amount is the amount remaining from the Maximum

1 Settlement Amount after deducting the not-to-exceed requested amount for attorneys' fees
2 (\$216,666.67) and the not-to-exceed verified costs amount (\$20,000.00), the not-to-exceed
3 Class Representative Enhancement Payment (\$7,500.00), the not-to-exceed settlement
4 administration costs (\$10,000.00), and the California Labor & Workforce Development
5 Agency's ("LWDA") share of civil penalties under the Private Attorneys General Act
6 ("PAGA"), which is 75% of the total amount of PAGA civil penalties (\$37,500.00). The total
7 amount allocated for PAGA civil penalties is \$50,000.00.

8 4. The Court preliminarily designates CPT Group, Inc. as the Settlement
9 Administrator.

10 5. The Court approves, as to form and content, Notice Packet, attached hereto as
11 Exhibit B.

12 6. The Court finds that the form of notice to the Settlement Class regarding the
13 pendency of the action and of the Settlement, and the methods of giving notice to members of
14 the Settlement Class constitute the best notice practicable under the circumstances, and
15 constitute valid, due, and sufficient notice to all members of the Settlement Class.

16 7. The Court further approves the procedures for Settlement Class members to opt
17 out of or object to the Settlement, as set forth in the Class Notice.

18 8. The Court directs the Settlement Administrator to mail the Notice Packet to the
19 members of the Settlement Class in accordance with the terms of the Settlement. The Court
20 orders the Parties and the Settlement Administrator to administer the settlement as set forth in
21 the Settlement.

22 9. The Notice Packet shall provide at least 60 calendar days' notice for members of
23 the Settlement Class to opt out of, or object to the Settlement. Any Request for Exclusion,
24 Objection or Dispute shall be submitted to the Settlement Administrator. Upon receipt of any
25 Requests for Exclusion or Objections, the Settlement Administrator shall forward copies of all
26 Requests for Exclusion and Objections to counsel for all parties. The Settlement Administrator
27 shall file a declaration concurrently with the filing of the Motion for Final Approval of Class
28 Action Settlement which authenticates a copy of every Request for Exclusion and Objection

received by the Settlement Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX104 of this Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701 on March 13, 2025 at 2:00 p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for attorneys' fees, reimbursement of litigation expenses, enhancement payment to Plaintiff, settlement administration costs, and payment to the LWDA for penalties under the PAGA should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement payment, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Approval Hearing at least 16 court days before the Final Approval Hearing.

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13. An implementation schedule is below:

Event	Date
Defendant to provide Settlement Class member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	November 15, 2024
Settlement Administrator to mail Notice Packet to Settlement Class members no later than [10 business days from receipt of Settlement Class members' information]:	December 2, 2024
Deadline for Settlement Class members to request exclusion from, submit dispute, or object to the Settlement [60 calendar days from mailing of Notice Packet]:	January 31, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days before Final Approval Hearing
Final Approval Hearing:	March 13, 2025 at 2:00 p.m.

14. The procedures and schedule for Settlement Class Members to submit Requests for Exclusions, Objections, and Disputes will be as follows:

i. Requests for Exclusions

a. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form (found in the Notice Packet, attached hereto to Exhibit B) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

b. PAGA Members may not opt-out of the release of PAGA claims and will thus receive payment for their share of the PAGA Amount even if they request exclusion from the Settlement and do not receive a class portion of their Individual Settlement Payment.

ii. Objections

a. Any Settlement Class member who wishes to Object to the Settlement must complete and mail the Objection Form (found in the Notice Packet, attached

hereto to Exhibit B) to the Settlement Administrator on or before the Response Deadline.

iii. Disputes

- a. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline.

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. The Court will retain jurisdiction to enforce the Settlement pursuant to California Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: November 5, 2024



Melissa R. McCormick
Judge of the Superior Court

EXHIBIT A

HAINES LAW GROUP, APC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARIO ALVARADO, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RED POINTE ROOFING, L.P., a California
Limited Partnership; and DOES 1 through
100,

Defendants.

Case No. 30-2022-01286100-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX104]*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Action Filed: October 12, 2022
Trial Date: None Set

The Stipulation of Settlement entered into on October 10, 2024, by and between Plaintiff Mario Alvarado (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class, and Defendant Red Pointe Roofing, L.P. (“Defendant”) (collectively, the “Parties”), is hereby amended and modified, as follows:

“PAGA Members, regardless of whether they opt-out of the Settlement, will release and discharge Defendant and Defendant’s Releasees from all civil penalties owed under the PAGA, premised on the facts pled in the operative complaint in the Action (or Plaintiff’s letter to the LWDA dated October 13, 2022) that arose during the PAGA Period (collectively the “PAGA Released Claims”). The time period covered by this release will mirror the PAGA Period and will become effective upon the Effective Date.”

AGREED TO AND SO STIPULATED.

By: 
Name: Aaron Marti
Title: PRESIDENT

By:
Plaintiff and Settlement Class Representative

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In all other respects, the Stipulation of Settlement entered into on October 10, 2024 remains unchanged and in full force and effect.

DATED: _____ RED POINTE ROOFING, L.P.

By: _____
Name: _____
Title: _____

PLAINTIFF MARIO ALVARADO

By:  Mario Alvarado (Oct 29, 2024 19:02 CDT)
Plaintiff and Settlement Class Representative

[Additional Signatures on Next Page]

APPROVED AS TO FORM:

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2 DATED: October 31, 2024

CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON, & ZIMET, LLP

3
4 By: 
5 Stacie Turner
6 Attorneys for Defendant

7 DATED:

HAINES LAW GROUP, APC

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9 By: _____
10 Fletcher W. Schmidt
11 Attorneys for Plaintiff
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1 **APPROVED AS TO FORM:**

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3 DATED:

CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON, & ZIMET, LLP

4
5 By: _____
6 Stacie Turner
7 Attorneys for Defendant

8 DATED: 10/29/24

HAINES LAW GROUP, APC

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10 By:  _____
11 Fletcher W. Schmidt
12 Attorneys for Plaintiff
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STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Mario Alvarado (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant Red Pointe Roofing, L.P. (“Defendant”). 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, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Stacie L. Turner and Suhail Rajakumar of Cruser, Mitchell, Novitz, Sanchez, Gaston, & Zimet, LLP.

On October 12, 2022, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court titled *Mario Alvarado v. Red Pointe Roofing, L.P.*, Case No. 30-2022-01286100-CU-OE-CXC (the “Action”). The Action alleges that Defendant: (1) failed to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) failed to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (3) failed to provide all meal periods (Labor Code §§ 226.7, 512, 558); (4) failed to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558); (5) failed to reimburse necessary business expenses (Labor Code § 2802, 2804); (6) failed to issue accurate, itemized wage statements (Labor Code § 226 *et seq.*); (7) failed to timely pay all final wages due upon separation of employment (Labor Code §§ 201-203); and (8) engaged in unfair competition (Business and Professions Code § 17200). The following day, on October 13, 2022, Plaintiff notified Defendant and the California Labor & Workforce Development Agency (“LWDA”) of his intent to seek civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”) based on the above alleged Labor Code violations. On December 19, 2022, after Plaintiff exhausted his administrative remedies with the LWDA, Plaintiff amended the complaint to add a cause of action for civil penalties under the PAGA.

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:

All current and former non-exempt employees of Defendant in California who worked at any time between October 12, 2018, 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 Members.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Members shall be defined as:

All current and former non-exempt employees of Defendant in California who worked at any time between October 12, 2021, and the date of preliminary approval (the “PAGA Period”).

3. **Release by Settlement Class Members, PAGA Members, and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement) will release and discharge Defendant, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively “Defendant’s Releasees”) as follows:

- A. All members of the Settlement Class who do not opt-out will release and discharge Defendant and Defendant’s Releasees from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period (collectively the “Released Claims”). The time period covered by this release will mirror the Class Period and will become effective upon the Effective Date.
- B. PAGA Members, regardless of whether they opt-out of the Settlement, will release and discharge Defendant and Defendant’s Releasees from all civil penalties owed under the PAGA, premised on the facts, claims, causes of action or legal theories pled in the operative complaint in the Action (or Plaintiff’s letter to the LWDA dated October 13, 2022) that arose during the PAGA Period (collectively the “PAGA Released Claims”). The time period covered by this release will mirror the PAGA Period and will become effective upon the Effective Date.
- C. Plaintiff agrees to release, as an individual and in addition to the Released 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. The waiver and release in this Settlement Agreement does not apply to rights or claims arising out of this Settlement Agreement after this Settlement Agreement is executed by Plaintiff and rights or claims arising of this Settlement Agreement.

- D. The “Effective Date” of this Settlement is the later of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed; and (d) Defendant’s deposit of the entire Maximum Settlement Amount to the mutually selected third party administrator.

4. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a “Maximum Settlement Amount” of \$650,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage CPT Group, Inc. as the “Settlement Administrator to administer this Settlement.
- B. The Maximum Settlement Amount and the employer’s side of payroll taxes on the portion allocated as wages shall be paid by Defendant within 30 days after the Court grants final approval of the settlement, assuming no objections or appeals, or by September 5, 2024, whichever is later.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$7,500.00 for Plaintiff’s Class Representative Enhancement Payment in recognition for Plaintiff’s contributions to the Action and Plaintiff’s service to the Settlement Class;
 - (4) Up to one-third (33.33%) of the Maximum Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated at \$216,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$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), 75% of such penalties (\$37,500.00), will be payable to the LWDA and the remaining 25% (\$12,500.00), will be payable to the PAGA Members 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 Settlement Class members who do not opt-out.
 - E. **Escalator Clause.** Defendant represents that there are an estimated 23,000 workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks worked during the Class Period is more than 10% greater than this figure (i.e., if there are 25,300 or more workweeks worked during the Class Period), Defendant agrees to increase the Maximum Settlement Amount on a proportional basis above 10% (i.e., if there was 11% increase in the number workweeks worked, Defendant would increase the Maximum Settlement Amount by 1%).
 - 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 Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall 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 Enhancement Payment, 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. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$12,500.00 payable to PAGA Members as PAGA civil penalties shall be designated as the "PAGA Amount." Each individual who was employed by Defendant at any time between October 12, 2021 and the date of preliminary approval, shall receive a portion of the PAGA Amount based on the number of pay periods that he or she worked during the aforementioned time period compared to the total number of pay periods worked by all PAGA Members during the aforementioned time period.
 - ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between October 12, 2021 and the date of preliminary approval, shall receive a portion of the Wage Statement Amount based on the number of workweeks that he or she worked during the

aforementioned time period compared to the total number of workweeks worked by all participating Settlement Class members during the aforementioned time period.

- iii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal shares to all participating Settlement Class members who separated their employment with Defendant on or after October 12, 2019.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on the number of workweeks that he or she worked during the aforementioned time period compared to the total number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
- C. Within 10 business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to Settlement Class Members. The Settlement Administrator will also mail any amounts awarded to Plaintiff for the Class Representative Enhancement Payment as well as the amounts awarded to Class Counsel for attorneys’ fees and costs by the same deadline.
- D. Each Individual Settlement Payment shall be allocated as 1/3 wages and 2/3 penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement 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 PAGA Members will be attributed 100% to penalties and paid via an IRS Form 1099. Settlement Class Members will be responsible for all employee-side taxes due on Individual Settlement Payments.
- E. Defendant shall fully discharge its obligations to those Settlement Class members to whom an Individual Settlement Payment is made, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be distributed by the Settlement Administrator to the *cy pres*, Community Legal Aid SoCal, a 501(c)(3) organization dedicated to providing legal services to the indigent population of Orange County.
- F. Neither Plaintiff nor Defendant shall 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.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$216,666.67. 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. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$7,500.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of CPT Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$10,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Mario Alvarado as Class Representative for the Settlement Class;
- D. Approving CPT Group, Inc. 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 Class Notice and Notice of Settlement Payment), 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.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 business 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, positions held, dates of employment, and relevant workweek information for each Settlement Class member during the Class Period and each PAGA Member during the PAGA Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. 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 Settlement 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 Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have 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.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) 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 Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security

number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement 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 Settlement 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 Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. PAGA Members may not opt-out of the release of PAGA claims (as described in Paragraph 3.B.) and will thus receive payment for their share of the PAGA Amount even if they request exclusion from the Settlement and do not receive a class portion of their Individual Settlement Payment.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
 - iv. All Request for Exclusions shall be submitted to the Court at the time Plaintiff submits the Motion for Final Approval.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Any such written objections must contain the Settlement Class Member's name, address, and last four digits of his or her social security number. The objection must also be signed by the Settlement 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 Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Settlement Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the

information that was used to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. 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 Settlement 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 Settlement 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.

- G. Defendant understands its legal obligation not to retaliate against the Settlement 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.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, 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.

11. **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 pursuant to Paragraph 4.B. above, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152.

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

13. **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.

14. **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 90265 fschmidt@haineslawgroup.com
if to Defendant:	Stacie Turner of Cruser, Mitchell, Novitz, Sanchez, Gaston, & Zimet, LLP 800 Wilshire Boulevard, 15th Floor, Los Angeles, California 90017 sturner@cmlawfirm.com

15. **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.

16. **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.

17. **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.

18. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6, the Orange 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.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED: Oct 10, 2024

RED POINTE ROOFING, L.P.

By: 
Name: Aaron Martin
Title: President

DATED:

PLAINTIFF MARIO ALVARADO

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: October 10, 2024

CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON, & ZIMET, LLP

By: 
Stacie Turner
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff

DATED:

RED POINTE ROOFING, L.P.

By: _____
Name: _____
Title: _____

DATED: 10/10/24

PLAINTIFF MARIO ALVARADO

By:  _____
Mario Alvarado (Oct 10, 2024 13:11 CDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON, & ZIMET, LLP

By: _____
Stacie Turner
Attorneys for Defendant

DATED: 10/10/24

HAINES LAW GROUP, APC

By:  _____
Fletcher W. Schmidt
Attorneys for Plaintiff

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MARIO ALVARADO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

RED POINTE ROOFING, L.P., a California Limited
Partnership,

Defendant.

Case No. 30-2022-01286100-CU-OE-CXC

**NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT**

To: All current and former non-exempt employees of Red Pointe Roofing, L.P. (“Red Pointe”) in California who worked at any time between October 12, 2018, and <<PRELIMINARY APPROVAL DATE>>.

**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. Red Pointe’s records show that you were employed by Red Pointe as a non-exempt employee in California at some time between October 12, 2018, 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 Mario Alvarado (“Plaintiff”) brought this Lawsuit against Red Pointe, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and Plaintiff’s attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Red Pointe: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenses; (6) failed to issue accurate, itemized wage statements; (7) failed to timely pay all final wages due upon separation of employment; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Red Pointe denies that it has done anything wrong. Red Pointe denies that it owes Settlement 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 Red Pointe, 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 Red Pointe’s best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Red Pointe 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 Red Pointe, 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 Red Pointe, your decision about whether to participate in the Settlement will not affect your employment. California law and Red Pointe's policy strictly prohibit unlawful retaliation. Red Pointe will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement 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 Settlement Class Members:

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
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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 of Red Pointe in California who worked at any time between October 12, 2018, and <<PRELIMINARY APPROVAL DATE>>. Settlement 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 Red Pointe, as described below in the “Release” section.

Red Pointe agreed to pay \$650,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement 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 enhancement payment. Red Pointe will fund the Maximum Settlement Amount within 30 days of the Court granting final approval of the settlement, assuming no objections or appeals, or by September 5, 2024, whichever is later.

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

Settlement Administration Costs. The Court has approved CPT Group, Inc. 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 \$10,000.00 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 Settlement 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. Settlement 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 one-third of the Maximum Settlement Fund (which is currently estimated to be \$216,666.67) 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 Enhancement Payment. Class Counsel will ask the Court to award \$7,500.00 to Plaintiff as the Class Representative's enhancement payment. This is meant to compensate Plaintiff for the service and extra work provided on behalf of the Settlement 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), 75% of such penalties (\$37,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$12,500.00) will be payable to the individuals with PAGA standing (the "PAGA Members") as part of the Net Settlement Amount.

Calculation of Settlement Class Members' Individual Settlement 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 Settlement 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 25% share of PAGA civil penalties (\$12,500.00) will be distributed to PAGA Members proportionally based on the number of pay periods each worked for Red Pointe in California between October 12, 2021 and <<PRELIMINARY APPROVAL DATE>> (the "PAGA Period").
- (ii) 10% of the Net Settlement Amount will be distributed to Settlement Class Members proportionally based on the number of workweeks each worked for Red Pointe in California between October 12, 2021 and <<PRELIMINARY APPROVAL DATE>>.
- (iii) 10% of the Net Settlement Amount will be distributed in equal shares to Settlement Class Members who separated their employment with Red Pointe on or after October 12, 2019.
- (iv) The remainder of the Net Settlement Amount will be distributed to participating Settlement Class Members based on their proportionate number of workweeks worked between October 12, 2018, and <<PRELIMINARY APPROVAL DATE>>, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement 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 designated cy pres, Community Legal Aid SoCal, a 501(c)(3) organization dedicated to providing legal services to the indigent population of Orange County.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as 2/3 penalties and interest and 1/3 wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages). Payments made to PAGA Members 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 Settlement Payment.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Red Pointe, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively "Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Lawsuit, or which could have been alleged based on the factual allegations therein, that arose

during the Class Period (collectively the “Released Claims”). The time period covered by this release will mirror the Class Period and will become effective upon the Effective Date (defined below).

PAGA Members, regardless of whether they opt-out of the Settlement, will release and discharge Red Pointe and the Released Parties from all civil penalties owed under the PAGA, premised on the facts pled in the operative complaint in the Lawsuit (or Plaintiff’s letter to the LWDA dated October 13, 2022), that arose during the PAGA Period (collectively the “PAGA Released Claims”). The time period covered by this release will mirror the PAGA Period and will become effective upon the Effective Date.

Conditions of Settlement and “Effective Date”. The Settlement along with the associated releases are conditioned upon the occurrence of all of the following events: (i) the Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement.

The Settlement will become effective upon the later of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Settlement Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed; and (d) Red Pointe’s deposit of the entire Maximum Settlement Amount to 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 Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on 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 Red Pointe’s records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. 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 Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement 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.

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 Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from 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 Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator, Class Counsel, and Red Pointe's Counsel cannot agree on a resolution, the Class Counsel and Red Pointe's Counsel will submit the dispute to the Court to make a final determination regarding the dispute. Additionally, Class Counsel and Red Pointe's Counsel will file with the Court all disputes submitted by Settlement 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.

PAGA Members may not opt-out of the release of PAGA claims and will thus receive payment for their share of PAGA civil penalties even if they request exclusion from the Settlement and do not receive a class portion of their Individual Settlement Payment. PAGA Members will be bound by the release in the above mentioned "PAGA Released 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, you may fill out the attached "Objection Form" and mail it to the Settlement Administrator with your name, address, telephone number, last four digits of your social security number, and your signature. Objections in writing 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 CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, California 92701. 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.

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 CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, California 92701. 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 enhancement payment 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.**

If the Court grants Preliminary Approval of the Settlement, and later Final Approval of the Settlement, the Settlement Administrator will post the following documents on its website: i) the operative complaint; ii) the PAGA notice letter(s) to the LWDA (including Plaintiff's letter to the LWDA dated October 13, 2022); 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 using the online search at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and inputting the case number (01286100) and year filed (2022). You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, RED POINTE, OR ITS 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 SETTLEMENT AWARD

ALVARADO v. RED POINTE ROOFING, L.P.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01286100-CU-OE-CXC

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 Settlement Payment:

According to Red Pointe's records:

- (a) You worked _____ workweeks for Red Pointe as a non-exempt employee in California between October 12, 2018, and <<PRELIMINARY APPROVAL DATE>>;
- (b) There were _____ total workweeks worked by non-exempt employees in California between October 12, 2018, and <<PRELIMINARY APPROVAL DATE>>;
- (c) You worked _____ pay periods for Red Pointe as a non-exempt employee in California between October 12, 2021 and <<PRELIMINARY APPROVAL DATE>>;
- (d) There were _____ total pay periods worked by non-exempt employees in California between October 12, 2021 and <<PRELIMINARY APPROVAL DATE>>; and
- (e) You <<DID/DID NOT>> separate your employment with Red Pointe on or after October 12, 2019.

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

(IV) If you disagree with items (a) - (e) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Red Pointe's records, those records will control unless you are able to provide documentation that establishes that Red Pointe's records are mistaken. If there is a dispute about whether Red Pointe'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

MARIO ALVARADO V. RED POINTE ROOFING, L.P.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01286100-CU-OE-CXC

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:

CPT GROUP, INC.
MARIO ALVARADO V. RED POINTE ROOFING, L.P.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *MARIO ALVARADO V. RED POINTE ROOFING, L.P.*, Orange County Superior Court Case No. 30-2022-01286100-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MARIO ALVARADO V. RED POINTE ROOFING, L.P., LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01286100-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

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

OBJECTION FORM

MARIO ALVARADO V. RED POINTE ROOFING, L.P.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01286100-CU-OE-CXC

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:

CPT GROUP, INC.
MARIO ALVARADO V. RED POINTE ROOFING, L.P.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ _

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

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE

MARIO ALVARADO, como un individuo y en
nombre de todos los demás en una situación similar,

Demandante,

vs.

RED POINTE ROOFING, L.P., una Sociedad
Limitada de California,

Demandado.

Caso No. 30-2022-01286100-CU-OE-CXC

**AVISO DEL ACUERDO DE LA DEMANDA
COLECTIVA Y DE PAGA**

Para: Todos los empleados actuales y anteriores no exentos de Red Pointe Roofing, L.P. ("Red Pointe") en California que trabajaron en cualquier momento entre el 12 de octubre del 2018 y **<<PRELIMINARY APPROVAL DATE>>**.

**POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE
ESTE AVISO SE LE PROPORCIONA EN ESPAÑOL E INGLÉS
SUS DERECHOS LEGALES PUEDEN SER AFECTADOS TANTO SI ACTÚA COMO SI NO**

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros de Red Pointe muestran que usted fue empleado por Red Pointe como un empleado no exento en California en algún momento entre el 12 de octubre del 2018 y **<<PRELIMINARY APPROVAL DATE>>** (el "Período de la Clase"). La Corte ordenó que se le envíe este Aviso porque usted puede tener derecho a recibir dinero conforme al Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este Aviso es proporcionarle una breve descripción de la demanda colectiva y representativa identificada en la parte superior de esta página ("Demanda"), para informarle de los términos del Acuerdo, para describir sus derechos en relación con el Acuerdo, y para explicarle qué pasos puede seguir para participar en, objetar a o excluirse del Acuerdo. Si no se excluye del Acuerdo y la Corte finalmente aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo y cualquier sentencia final. La sentencia final se publicará en línea en **<<ADMIN WEBSITE URL>>**.

¿De qué se trata este caso?

El Demandante Mario Alvarado ("Demandante") presentó esta Demanda en contra de Red Pointe, afirmando los reclamos en contra de todos los Miembros de la Clase del Acuerdo. El Demandante se conoce como el "Representante de la Clase," y los abogados del Demandante, quienes también representan los intereses de todos los Miembros de la Clase del Acuerdo, se conocen como los "Abogados de la Clase."

En la Demanda, el Demandante alega que Red Pointe: (1) no pagó todos los salarios mínimos; (2) no pagó todos los salarios de las horas extras; (3) no proporcionó todos los períodos de comida; (4) no autorizó ni permitió todos los períodos de descanso; (5) no reembolsó los gastos de negocio necesarios; (6) no emitió las declaraciones salariales precisas y detalladas; (7) no pagó oportunamente todos los salarios finales debidos después de la separación del empleo; (8) participó en competencia desleal; y (9) es responsable de sanciones civiles conforme a la Ley General de Abogados Privados ("PAGA," por sus siglas en inglés).

Red Pointe niega haber hecho algo malo. Red Pointe niega que deba a los Miembros de la Clase del Acuerdo salarios, restituciones, sanciones u otros daños. En consecuencia, el Acuerdo constituye un compromiso de los reclamos en disputa y no debe interpretarse como una admisión de responsabilidad por parte de Red Pointe, que niega expresamente toda responsabilidad.

La Corte no ha decidido sobre los méritos de los reclamos del Demandante. Sin embargo, para evitar gastos adicionales, inconveniencias e interferencias en las operaciones de negocio, las partes han llegado a la conclusión de que es en el mejor interés de Red Pointe y de los Miembros de la Clase del Acuerdo resolver la Demanda según los

términos resumidos en este Aviso. Después de que Red Pointe proporcionó la información pertinente a los Abogados de la Clase, se logró el Acuerdo después de la mediación y las negociaciones entre las partes.

El Representante de la Clase y los Abogados de la Clase apoyan el Acuerdo. Entre las razones de apoyo se encuentran las defensas de responsabilidad potencialmente disponibles para Red Pointe, el riesgo de rechazo de la certificación de la clase, los riesgos inherentes de un juicio sobre los méritos y los retrasos e incertidumbres asociados con un litigio continuo.

Si usted aún está empleado por Red Pointe, su decisión de participar o no en el Acuerdo no afectará a su empleo. La ley de California y la política de Red Pointe prohíben estrictamente las represalias ilegales. Red Pointe no tomará ninguna acción adversa de empleo ni tomará represalias o discriminará a ningún Miembro de la Clase del Acuerdo debido a su decisión de participar o no participar en el Acuerdo.

¿Quiénes son los Abogados?

Abogados del Demandante y los Miembros de la Clase del Acuerdo:

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
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2155 Campus Drive, Ste 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Abogados de Red Pointe:

CRUSER, MITCHELL, NOVITZ, SANCHEZ, GASTON & ZIMET, LLP

Stacie Turner (SBN 203831)
sturner@cmlawfirm.com
Suhail Rajakumar (SBN 327595)
srajakumar@cmlawfirm.com
800 Wilshire Boulevard, 15th Floor
Los Angeles, California 90017
Tel: (213) 689-8500
Fax: (213) 689-8501

¿Cuáles son los términos del Acuerdo?

En <<PRELIM APPROVAL DATE>>, la Corte certificó preliminarmente a una clase—solo para los propósitos del acuerdo—de todos los empleados no exentos, actuales y anteriores, de Red Pointe en California que trabajaron en cualquier momento entre el 12 de octubre del 2018 y el <<PRELIMINARY APPROVAL DATE>>. Los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión del Acuerdo válida y oportuna de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y liberarán sus reclamos en contra de Red Pointe, como se describe a continuación en la sección “Liberación.”

Red Pointe acordó pagar \$650,000.00 (la “Cantidad Máxima del Acuerdo”) para completamente resolver todos los reclamos en la Demanda, incluyendo los pagos a los Miembros de la Clase del Acuerdo, los honorarios y gastos de los abogados, los costos de administración del acuerdo, el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés) por su parte de las sanciones civiles de PAGA, y el pago de mejora del Representante de la Clase. Red Pointe financiará la Cantidad Máxima del Acuerdo dentro de los 30 días de que la Corte conceda la aprobación final del acuerdo, asumiendo que no haya objeciones o apelaciones, o antes del 5 de septiembre del 2024, lo que suceda más tarde.

Las siguientes deducciones de la Cantidad Máxima del Acuerdo se solicitarán por las partes:

Costos de la Administración del Acuerdo. La Corte ha aprobado que CPT Group, Inc. funcione como el “Administrador del Acuerdo,” quien le está enviando este Aviso y quien realizará muchas otras tareas relacionadas con el Acuerdo. La Corte ha aprobado reservar hasta \$10,000.00 de la Cantidad Máxima del Acuerdo para pagar los costos de la administración del acuerdo.

Honorarios y Gastos de Abogados. Los Abogados de la Clase han estado procesando la Demanda en nombre de los Miembros de la Clase del Acuerdo sobre la base de honorarios de contingencia (es decir, sin recibir ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio. La Corte determinará la cantidad

real concedida a los Abogados de la Clase como los honorarios de los abogados, que serán pagados de la Cantidad Máxima del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los Abogados de la Clase. Los Abogados de la Clase solicitarán honorarios de hasta un tercio del Fondo Máximo del Acuerdo (que actualmente se estima ser de \$216,666.67) como una compensación razonable por el trabajo que los Abogados de la Clase realizaron y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de hasta \$20,000.00 por costos verificados en los que incurrieron los Abogados de la Clase en relación con la Demanda.

Pago de Mejora del Representante de la Clase. Los Abogados de la Clase le pedirán a la Corte que le conceda \$7,500.00 al Demandante como un pago de mejora para el Representante de la Clase. Esto tiene el propósito de compensar al Demandante por el servicio y el trabajo adicional proporcionado en nombre de los Miembros de la Clase del Acuerdo.

Pago de PAGA al Estado de California. Las partes han acordado asignar \$50,000.00 de la Cantidad Máxima del Acuerdo como sanciones civiles de PAGA. De conformidad con la § 2699(i) del Código Laboral, el 75% de dichas sanciones (\$37,500.00) se pagará a la LWDA por su parte de las sanciones de PAGA, y el 25% que resta (\$12,500.00) se pagará a los individuos con el derecho a PAGA (los “Miembros de PAGA”) como parte de la Cantidad Neta del Acuerdo.

Cálculo de los Pagos Individuales del Acuerdo a los Miembros de la Clase. Después de deducir las cantidades aprobadas por la Corte mencionadas anteriormente, el resto de la Cantidad Máxima del Acuerdo formará la Cantidad Neta del Acuerdo, que se distribuirá a todos los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). La Cantidad Neta del Acuerdo se dividirá de la siguiente manera:

- (i) La parte del 25% de las sanciones civiles de PAGA (\$12,500.00) se distribuirá a los Miembros de PAGA proporcionalmente sobre la base del número de períodos de pago que cada uno trabajó para Red Pointe en California entre el 12 de octubre del 2021 y <<PRELIMINARY APPROVAL DATE>> (el “Período de PAGA”).
- (ii) El 10% de la Cantidad Neta del Acuerdo se distribuirá a los Miembros de la Clase del Acuerdo de manera proporcional sobre la base del número de semanas de trabajo que cada uno trabajó para Red Pointe en California entre el 12 de octubre del 2021 y la <<PRELIMINARY APPROVAL DATE>>.
- (iii) El 10% de la Cantidad Neta del Acuerdo se distribuirá en partes iguales a los Miembros de la Clase del Acuerdo que separaron su empleo con Red Pointe en o después del 12 de octubre del 2019.
- (iv) El resto de la Cantidad Neta del Acuerdo se distribuirá a los Miembros de la Clase del Acuerdo participantes sobre la base de su número proporcional de semanas de trabajo trabajadas entre el 12 de octubre del 2018 y <<PRELIMINARY APPROVAL DATE>>, multiplicando la Cantidad Neta del Acuerdo restante por una fracción, cuyo numerador es el total de semanas de trabajo del Miembro de la Clase del Acuerdo trabajadas durante el Período de la Clase, y cuyo denominador es el número total de semanas de trabajo trabajadas por todos los Miembros de la Clase del Acuerdo participantes durante el Período de la Clase.

Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo. Si la Corte concede la aprobación final del Acuerdo, se enviarán por correo los Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo que no presentaron una Solicitud de Exclusión válida y oportuna. Cada Miembro Participante de la Clase del Acuerdo que reciba un Pago Individual del Acuerdo debe cobrar ese cheque dentro de los 180 días a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. El Administrador del Acuerdo distribuirá los fondos que correspondan con los cheques que no se hayan cobrado dentro del plazo de 180 días para el cobro de cheques a la organización designada como cy pres, Community Legal Aid SoCal, una organización 501(c)(3) dedicada a prestar servicios legales a la población indigente del Condado de Orange.

Asignación e Impuestos. Cada Pago Individual del Acuerdo se asignará como 2/3 de sanciones e intereses y 1/3 de salarios. El Administrador del Acuerdo será responsable de emitir a los Miembros Participantes de la Clase del

Acuerdo una Forma 1099 del IRS (para las cantidades pagadas como sanciones e intereses) y una Forma W2 del IRS (para las cantidades pagadas como salarios). Los pagos realizados a los Miembros de PAGA se atribuirán en un 100% a sanciones y se pagarán a través de una Forma 1099 del IRS. El Administrador del Acuerdo se encargará de calcular y retener todos los impuestos sobre la participación de los empleados en el empleo y otras retenciones legalmente exigidas de cada Pago Individual del Acuerdo.

Liberación. Si la Corte aprueba el Acuerdo, cada Miembro de la Clase del Acuerdo que no haya presentado una Solicitud de Exclusión válida y oportuna liberará y exonerará completamente a Red Pointe, a sus pasados y presentes funcionarios, directores, accionistas, gerentes, empleados, agentes, principales, herederos, representantes, contadores, auditores, consultores, y a sus respectivos sucesores y predecesores en interés, subsidiarias, filiales, matrices y abogados (colectivamente, las “Partes Liberadas”) de todos los reclamos, demandas, derechos, responsabilidades y causas de acción que se alegaron en la demanda operativa en la Demanda, o que podrían haberse alegado sobre la base de las alegaciones de hecho en la misma, que surgieron durante el Período de la Clase (colectivamente, los “Reclamos Liberados de la Clase”). El periodo de tiempo cubierto por esta liberación reflejará el Periodo de la Clase y comenzará a regir a partir de la Fecha Efectiva (definida a continuación).

Los Miembros de PAGA, sin importar si optan por no participar en el Acuerdo, liberarán y eximirán a Red Pointe y a las Partes Liberadas de todas las sanciones civiles adeudadas conforme a PAGA, basadas en los hechos declaradas en la demanda operativa en la Demanda (o en la carta del Demandante a la LWDA fechada el 13 de octubre del 2022), que surgieron durante el Período de PAGA (colectivamente los “Reclamos Liberados de PAGA”). El período de tiempo cubierto por esta liberación reflejará el Período de PAGA y será definitivo en la Fecha Efectiva.

Condiciones del Acuerdo y la “Fecha Efectiva.” El Acuerdo, junto con las liberaciones asociadas, está condicionado a que se produzcan todos los siguientes: (i) el Acuerdo ha sido acordado por todas las Partes y sus respectivos abogados; (ii) la Corte ha concedido su aprobación preliminar al Acuerdo; (iii) el aviso ha sido enviado a la Clase del Acuerdo, proporcionando la oportunidad de disputar la información contenida en los Avisos del Acuerdo de los Pagos, de optar por no participar en el Acuerdo o de oponerse al Acuerdo; (iv) la Corte ha llevado a cabo una audiencia de aprobación final y ha dictado una orden y sentencia final que certifique la Clase del Acuerdo y aprueba este Acuerdo.

El Acuerdo será definitivo una vez que suceda lo último de lo siguiente: (a) la aprobación final del acuerdo por parte de la Corte si no se han presentado objeciones por o en nombre de los Miembros de la Clase del Acuerdo; (b) si ha vencido el plazo para apelar si se ha presentado una objeción y no se ha presentado o retirado ninguna apelación; (c) la resolución final de cualquier apelación que se haya presentado; y (d) el depósito por parte de Red Pointe de la Cantidad Máxima del Acuerdo total al Administrador del Acuerdo (“Fecha Efectiva”).

¿Cómo puedo reclamar dinero del Acuerdo?

Hacer Nada. Si no hace nada, usted tendrá derecho a su Pago Individual del Acuerdo, que se ha calculado para usted sobre la base de la fórmula que se indica anteriormente, tal y como se indica en el Aviso de la Adjudicación del Acuerdo adjunto. Usted también estará obligado por el Acuerdo, incluyendo la liberación de los reclamos que se indican anteriormente.

¿Qué otras opciones tengo?

Información de Disputa en el Aviso de la Adjudicación del Acuerdo. Su adjudicación se basa en la cantidad proporcional de semanas de trabajo que trabajó durante el Período de la Clase y el número de períodos de pago que trabajó durante el Período de PAGA. La información contenida en los registros de Red Pointe con respecto a esta información, junto con su Pago del Acuerdo Individual estimado, se indica en el Aviso de la Adjudicación del Acuerdo adjunto. Si no está de acuerdo con la información contenida en su Aviso de la Adjudicación del Acuerdo, usted puede presentar una disputa, junto con la documentación de apoyo, de acuerdo con los procedimientos establecidos en el Aviso de la Adjudicación del Acuerdo. Cualquier disputa, junto con la documentación de apoyo, debe tener el sello postal a no más tardar el **<<RESPONSE DEADLINE>>**. **NO ENVÍE LOS ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁN DEVUELTOS NI CONSERVADOS.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán en buena fe cómo resolver las disputas presentadas por los Miembros de la Clase del Acuerdo. Si no se puede resolver una disputa, cualquier disputa pendiente se presentará a la Corte para su decisión final.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, usted puede excluirse enviando al Administrador del Acuerdo la “Forma de Solicitud de Exclusión” adjunta, con el sello postal a no más tardar el a <<RESPONSE DEADLINE>>, con su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y su firma.

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo en <<ADMINISTRATOR CONTACT INFO>>. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo oportunamente, una vez que sea recibida por el Administrador del Acuerdo, ya no será un Miembro de la Clase del Acuerdo, estará prohibido de participar en cualquier parte del Acuerdo, y no recibirá ningún beneficio del Acuerdo. **No presente una Disputa y una Solicitud de Exclusión al mismo tiempo.** Si lo hace, la Solicitud de Exclusión no será válida, usted estará incluido en la Clase del Acuerdo, y usted estará obligado por los términos del Acuerdo.

Además, todas las Solicitudes de Exclusión se presentarán a la Corte. El Administrador del Acuerdo hará una decisión inicial con respecto a la elegibilidad de, y las cantidades de, cualquier Pago Individual del Acuerdo conforme a los términos de esta Resolución del Acuerdo. Sin embargo, si el Administrador del Acuerdo, los Abogados de la Clase y los Abogados de Red Pointe no pueden llegar a un acuerdo sobre una resolución, los Abogados de la Clase y los Abogados de Red Pointe presentarán la disputa a la Corte para decidir finalmente con respecto a la disputa. Además, los Abogados de la Clase y los Abogados de Red Pointe presentarán a la Corte todas las disputas presentadas por los Miembros de la Clase del Acuerdo, las pruebas presentadas y la resolución de las disputas, y aunque el Administrador del Acuerdo puede tomar la decisión inicial con respecto a las disputas sobre los reclamos, la Corte puede revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una disputa de un reclamo.

Los Miembros de PAGA no pueden optar por la liberación de los reclamos de PAGA y, por lo tanto, recibirán el pago de su parte de las sanciones civiles de PAGA, aún si solicitan la exclusión del Acuerdo y no reciben una porción de la clase de su Pago Individual del Acuerdo. Los Miembros de PAGA estarán obligados por la liberación de los “Reclamos Liberados de PAGA” mencionados anteriormente, sin importar si cobran o no sus cheques por su parte de las sanciones civiles de PAGA.

Objetar el Acuerdo. Usted también tiene derecho a objetar a los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, usted aún estará obligado por los términos del Acuerdo. Si usted desea objetar al Acuerdo, o a cualquier parte del mismo, usted puede llenar la “Forma de Objeción” adjunta y enviarla por correo al Administrador del Acuerdo con su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social, y su firma. Las objeciones escritas deben tener el sello postal en o antes del <<RESPONSE DEADLINE>>.

Usted también puede comparecer en la Audiencia de Aprobación Final programada para el <<FINAL APPROVAL HEARING DATE/TIME>> en el Departamento CX104 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación, fecha y hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia si desea comparecer en persona. Usted tiene derecho a comparecer, ya sea en persona o a través de su propio abogado, en esta audiencia para objetar al acuerdo, ya sea que presente o no una objeción por escrito. Si objeta al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo, y si la Corte aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase del Acuerdo que no objetan.

¿Cuál es el siguiente paso?

La Corte llevará a cabo una Audiencia de Aprobación Final sobre la adecuación, razonabilidad y equidad del Acuerdo el <<FINAL APPROVAL HEARING DATE/TIME>>, en el Departamento CX104 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación, fecha y hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la

dirección y la hora de la audiencia. También se le pedirá a la Corte que decida sobre la solicitud de los Abogados de la Clase para los honorarios de abogados y el reembolso de los costos y gastos documentados, el pago de mejora al Representante de la Clase, los costos del Administrador del Acuerdo y la cantidad relacionada con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**

Si la Corte concede la Aprobación Preliminar del Acuerdo, y después la Aprobación Final del Acuerdo, el Administrador del Acuerdo publicará los siguientes documentos en su sitio web: i) la queja operativa; ii) la(s) carta(s) de aviso de PAGA a la LWDA (incluyendo la carta del Demandante a la LWDA fechada el 13 de octubre del 2022); iii) la Resolución del Acuerdo y cualquier enmienda; iv) el Paquete de Aviso; v) las órdenes que conceden la Aprobación Preliminar y Final; vi) y la Sentencia y Orden Final. El Administrador del Acuerdo publicará los documentos anteriores durante al menos 180 días en el sitio web que se indica a continuación: <<ADMINISTRATOR WEBSITE INFO>>.

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, usted puede ver el expediente en línea para este caso utilizando la búsqueda en línea en <https://civilwebshopping.occourts.org/Search.do#searchAnchor> e ingresando el número de caso (01286100) y el año de presentación (2022). Usted también puede comunicarse con los Abogados de la Clase utilizando la información de contacto que se indica anteriormente para obtener más información.

POR FAVOR NO LLAME O ESCRIBA A LA CORTE, A RED POINTE, O A SUS ABOGADOS PARA INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO

RECORDATORIO EN CUANTO A LAS FECHAS LÍMITES

La fecha límite para presentar cualquier Disputa, Solicitud de Exclusión u Objeción es <<RESPONSE DEADLINE>>.

EXHIBIT 2

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, February 08, 2024 4:22:24 PM

02/08/2024 04:21:18 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

30-2022-01286100-CU-

Hearing Date (if any)

May 30, 2024

Hearing Time

2:00 p.m.

Hearing Location

751 West Santa Ana Blvd.,

Number of aggrieved employees *

289

Gross settlement amount *

650000.00

Gross penalty amount *

50000.00

Penalties to LWDA *

37500.00

Date of proposed settlement *

12/12/2023

Proposed Settlement and Other Documents

Proposed Settlement *

Exhibit 1 – Re...nt (FINAL).pdf

Other Attachment (if any)

1. 2024-02-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2024-02-... PA Motion.pdf

Other Attachment (if any)

[Remove](#)

3. 2024-02-... Pointe PA.pdf

Other Attachment (if any)

[Remove](#)

4. 2024-02-...Pointe MPA.pdf

Other Attachment (if any)

[Remove](#)

5. 2024-02-... Pointe PA.pdf

Other Attachment (if any)

[Remove](#)

6. 2024-02-... Pointe PA.pdf

Other Attachment (if any)

[Remove](#)

7. 2024-02-...dmin Decl.pdf

Other Attachment (if any)

[Remove](#)

Choose File 8. 2024-02-...f of Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

EXHIBIT 3

Mario Alvarado v. Red Pointe Roofing, L.P.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
8/31/2022	ALL	Postage for August, 2022.	1 6.57	6.57
	ALL	Copying cost for August, 2022.	17 0.25	4.25
10/13/2022	IDLC	Filing fee for LWDA Order #: [REDACTED]	1 75.00	75.00
10/14/2022	IDLC	One legal's fee for filing of: Civil case cover sheet (Unlimited), Summons issued and filed Order #: [REDACTED]	1 1,492.52	1,492.52
10/31/2022	ALL	Postage for October, 2022.	1 13.62	13.62
	ALL	Copying cost for October, 2022.	26 0.25	6.50
11/1/2022	IDLC	One legal's fee for filing of: Notice of posting of jury fees Order #: [REDACTED]	1 169.61	169.61
11/18/2022	IDLC	One legal's fee for filing of: Notice and acknowledgement of receipt Order #: [REDACTED]	1 15.19	15.19
11/30/2022	ALL	Postage for November, 2022.	1 0.57	0.57
12/21/2022	IDLC	One legal's fee for filing of: First amended class and action complaint Order #: [REDACTED]	1 17.24	17.24
12/31/2022	ALL	Postage for December, 2022.	1 1.92	1.92

			Qty/Price	Amount
12/31/2022	ALL	Copying cost for December, 2022.	21 0.25	5.25
1/24/2023	IDLC	Document purchase in Orange County. Payment confirmation code: [REDACTED]	1 7.50	7.50
1/25/2023	IDLC	Mehta Mediation fee for: June 5, 2023 mediation Invoice #: [REDACTED]	1 9,250.00	9,250.00
1/26/2023	IDLC	One legal's fee for filing of: First amended class and representative action complaint Order #: [REDACTED]	1 18.74	18.74
1/28/2023	IDLC	One legal's fee for filing of: Stipulation and order, Proposed stipulation and order Order #: [REDACTED]	1 39.33	39.33
1/31/2023	ALL	Copying cost for January, 2023.	2 0.25	0.50
5/31/2023	ALL	Postage for May, 2023.	1 0.84	0.84
	ALL	Copying cost for May, 2023.	7 0.25	1.75
7/3/2023	IDLC	One legal's filing fee for: Stipulation and order, Proposed stipulation and order Order #: [REDACTED]	1 40.36	40.36
8/31/2023	ALL	Westlaw cost for August, 2023.	1 9.86	9.86
10/20/2023	ALL	One legal's filing fee for: Stipulation and order, Proposed stipulation and order. Order #: [REDACTED]	1 40.36	40.36
2/8/2024	ALL	First legal's service fee for: Joint status report, POS Order #: [REDACTED] PDF courtesy delivery Base charge	1 35.00	35.00
	ALL	One Legal's filing fee for: Joint statement Order #: [REDACTED]	1 17.71	17.71
2/9/2024	ALL	One Legal's filing fee for: Motion - other, Declaration - other x5 Order #: [REDACTED]	1 79.48	79.48

			<u>Qty/Price</u>	<u>Amount</u>
5/30/2024	IDLC	One legal's service fee for: Proof of Service, Notice Order #: [REDACTED]	1 4.12	4.12
	IDLC	One legal's Filing fee for: Proof of Service Order #: [REDACTED]	1 21.83	21.83
6/3/2024	ALL	First legal's filing fee for: Notice of Ruling - Complex Order #: [REDACTED]	1 17.71	17.71
10/16/2024	VG	One Legal's Filing fee for: Supplemental Order #: [REDACTED]	1 21.89	21.89
10/29/2024	VG	One Legal's Filing fee for: Notice of Ruling Order #: [REDACTED]	1 21.89	21.89
10/31/2024	VG	One Legal's Filing fee for: Supplemental Order #: [REDACTED]	1 22.92	22.92
11/5/2024	VG	One Legal's Filing fee for: Order Granting, Proposed Order Order #: [REDACTED]	1 17.76	17.76
4/30/2025	ML	Copying cost for April, 2025.	3 0.25	0.75
5/31/2025	ML	Copying cost for May, 2025.	2 0.25	0.50
6/16/2025	ML	Copying cost for June, 2025.	2 0.25	NO CHARGE
Total additional charges				\$11,479.04
Balance due				\$11,479.04