

1 J. KIRK DONNELLY (SBN 179401)
2 LAW OFFICES OF J. KIRK DONNELLY, APC
2173 Salk Ave., Suite 250
3 San Diego, CA 92008
Tel. (760) 209-5894
4 kdonnelly@jkd-law.com

5 Counsel for Plaintiff
REYNALDO BAJO-ISLAS

6
7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SANTA CRUZ**
10

11 REYNALDO BAJO-ISLAS, individually,
12 and on behalf of all others similarly situated
13 and aggrieved,

14 Plaintiff,

15 vs. ROSSETTAS ENTERPRISES, INC. dba
16 ROSSETTAS ROOFING, a California
corporation, and DOES 1 through 50,
inclusive,

17 Defendants.
18
19

CASE NO. 25CV04159

DECLARATION OF J. KIRK DONNELLY IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: July 13, 2026

Time: 8:30 a.m.

Dept.: 5
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

7
8
9
10
11
12
13
14

15

16

17

18
19
20
21
22
23

24
25
26
27
28

1 a piece rate basis. Per Plaintiff, this policy resulted in a significant net loss of compensable time
2 for the class members. Next, Plaintiff alleges Rossettas failed to provide timely and uninterrupted
3 duty free meal and rest periods. Plaintiff argues that, in addition to maintaining non-compliant
4 written meal and rest break policies, review of the time and payroll data provided by Defendant
5 suggests significant de facto break violations for late, short, or missed meal breaks. Plaintiff also
6 alleged he and the class members were required to use their personal cell phones and personal
7 vehicles for work purposes without any reimbursement. Finally, Plaintiff alleges derivative
8 violations for failing to provide accurate itemized wage statements and failing to timely pay
9 wages upon separation of employment.

10 6. Based on these allegations, Plaintiff gave timely written notice to Defendant and
11 the LWDA by sending the PAGA Notice on or about June 6, 2025. After Plaintiff submitted the
12 PAGA Notice, Defendant submitted a cure proposal to the LWDA, and the Parties participated in
13 a PAGA cure conference with the LWDA on August 20, 2025. As part of the cure conference
14 process, Defendant provided regarding the number of employees, timekeeping policies, payroll
15 policies, meal and rest break policies, and time and payroll records for the allegedly aggrieved
16 employees. Following the cure conference, the LWDA issued a cure plan, which Defendant did
17 not sign, and the LWDA deemed the cure process exhausted. The Parties thereafter entered into
18 an agreement to toll the applicable statutes of limitation, and engaged in pre-litigation discussions
19 and negotiations regarding the merits of Plaintiff's alleged claims and the potential resolution of
20 those claims. Following these pre-litigation discussions, the Parties ultimately agreed to mediate
21 Plaintiff's alleged claims on both a class-basis and under PAGA.

22 7. The Parties then engaged Scott Radovich, Esq., a highly respected mediator with
23 extensive wage and hour class action experience and, in December 2025, participated in a full-
24 day mediation with Mr. Radovich. Prior to the mediation, the Parties engaged in additional
25 informal discovery to supplement the materials previously produced by Defendant for the LWDA
26 cure conference. At the mediation, throughout the day, the arms-length negotiations were hard-
27 fought and adversarial as the Parties exchanged extensive information on their legal and factual
28 positions, and made numerous offers and counter-offers. After a full day of negotiations, the

1 Parties reached agreement on all major issues. They then collaboratively drafted the Class Action
2 and PAGA Settlement Agreement (“Settlement Agreement”) setting forth the full and final
3 settlement terms.

4 8. Finally, in order secure Court approval for the proposed settlement, Plaintiff filed
5 his class action and PAGA representative complaint December 29, 2025, alleging causes of action
6 for unpaid minimum wages, unpaid overtime wages, unpaid rest break and non-productive time,
7 failure to provide meal and rest breaks, wage statement violations, waiting time penalties, failure
8 to reimburse business expenses, and unfair competition., and civil penalties under the Private
9 Attorneys General Act (“PAGA”).

10 **THE PROPOSED SETTLEMENT TERMS**

11 9. Under the proposed settlement, Rossettas will pay \$100,000.00 into a common
12 fund, the Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the
13 GSA, or \$33,333.33, actual litigation costs of up to \$7,500, a reasonable enhancement award to
14 Plaintiff of up to \$10,000, settlement administration costs of no more than \$4,990 and \$2,500 for
15 alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of
16 approximately \$41,677 will be allocated among the Participating Class Members based on their
17 total weeks worked during the Class Period. No portion of the GSA will revert to Defendant.

18 10. The settlement provides for conditional certification of a settlement class including
19 all individuals employed by Defendant in California as a non-exempt employee during the Class
20 Period, which runs from September 1, 2021 to February 13, 2026. Rossettas estimates the
21 Settlement Class consists of approximately 63 individuals.

22 11. As noted, at least \$41,677 from the GSA will be distributed to the Participating
23 Class Members. This is a cash settlement that does not require Participating Class Members to
24 submit a claim form to receive their settlement share. Participating Class Members will receive
25 their settlement checks automatically via First Class U.S. Mail. One-third of each settlement
26 share will be allocated to wages and the remaining two-thirds will be allocated to penalties,
27 unreimbursed expenses, and interest. Rossettas will pay any and all applicable employer-side
28 payroll taxes separately and in addition to the GSA. Subject to the Court’s approval, any amounts

1 not claimed (because a class member does not cash his or her settlement check) will be forwarded
2 to the California State Controller's Unclaimed Property Fund.

3 12. Each Participating Class Member will receive a share of the Net Settlement Sum
4 based on his or her position held and total weeks worked for Rossettas during the Class Period
5 while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement
6 Payment will be calculated using criteria typically used in determining appropriate amounts of
7 alleged unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory
8 penalties under applicable law. These methods are intended to ensure each Class Member receives
9 a portion of the available settlement funds corresponding to the relative value of his or her
10 potential claims. The proposed allocation provides a reasonable way to compensate Class
11 Members based on the amount of time they worked for Defendant, and the number of instances
12 they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages
13 due to Defendant's alleged improper payroll practices. I estimate the average class settlement
14 award is estimated to be around \$683. Per Rossettas, there are approximately 29 Aggrieved
15 Employees, and I estimate the average PAGA award will be about \$30.

16 13. Subject to the Court's approval, the Parties have agreed on Apex Class Action,
17 LLC as the Settlement Administrator. Apex is qualified and has significant experience
18 administering class action settlements, including numerous wage and hour matters. Apex's fees
19 will not exceed \$4,990.

20 14. The proposed Notice (Exhibit A to the Settlement Agreement) sets out information
21 about this case and explains the basic settlement terms in plain language. The Notice also sets
22 forth the individualized information used to calculate Class Members' Individual Settlement
23 Payments and each Class Member's estimated settlement award. The Notice likewise details the
24 procedures for Class Members to dispute their individual information, the procedure for
25 submitting an objection to the Settlement, and the procedure to request exclusion. In sum, the
26 Notice provides the Class Members with the information necessary to evaluate the Settlement,
27 provides fair opportunity to participate in, opt out of, or object to the proposed Settlement, and
28 otherwise complies with California Rules of Court 3.769(f) and 3.766(d). Coupled with the

1 notice procedure, the proposed Notice provides the Class with the best notice practicable.

2 15. Class Members will have forty-five (45) days to dispute the information in their
3 Notice used to calculate their settlement award, and also have 45 days to submit any objections to
4 the settlement or to request exclusion. In the event a Class Member disputes their individual
5 information, the Settlement Administrator will review the Class Member's records as well as any
6 additional information submitted, and make a final determination.

7 16. All Participating Class Members will be deemed to release Defendant from all
8 class claims alleged in the operative complaint, or that could have been brought based on the
9 allegations in the operative complaint from September 1, 2021 to February 13, 2026, and the
10 Aggrieved Employees will release all claims under PAGA for the PAGA Period of June 27, 2024
11 to February 13, 2026. The releases are limited to the claims that were actually pleaded or could
12 have been pleaded based on the alleged facts in the operative complaint.

13 17. The settlement provides Defendant will not oppose a request for reasonable
14 attorney's fees not to exceed one-third of the GSA, or \$33,333.33, nor will it oppose a request for
15 reimbursement of actual litigation costs and expenses of up to \$7,500.00. Defendant also will not
16 oppose a request for an enhancement award to Plaintiff of not more than \$10,000.00 in
17 recognition of his time spent on this matter, the risks he undertook on behalf of the class, and the
18 benefit conferred to the class. Plaintiff's counsel will provide the Court with appropriate
19 summaries and evidence of their efforts and time records in anticipation of the Final Approval
20 Hearing, and Plaintiff has submitted a declaration herewith. If the Court approves less than the
21 above amounts, the difference will remain in the Net Settlement Amount for distribution to the
22 Participating Class Members.

23 18. The Parties allocated \$2,500 to payment of civil penalties under PAGA for such
24 claims against Rossettas as addressed in more detail below, and which amount Plaintiff submits is
25 fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by
26 Labor Code section 2699(l)(2), Plaintiff gave notice of the settlement and preliminary approval
27 hearing to the LWDA via its online portal.

28 /////

The Proposed Settlement Class Should Be Conditionally Certified

19. The class is both sufficiently numerous, consisting of approximately 63 individuals, and ascertainable by reference to Defendant's personnel and payroll records.

20. Plaintiff is an adequate class representative, as his claims do not conflict with and are not antagonistic to the claims of other class members. Further, his claims are typical given he is a member of the class and his respective claims arise from the same employment practices and course of conduct giving rise to the claims of the other class members.

21. Common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were subject to the same meal rest break policies, the same alleged timekeeping and payroll policies that allegedly failed to fully compensate them for all hours worked, etc. Since the focus of the claims against Rossettas concerns the legality of common policies applied uniformly to the entire class, common issues predominate over individualized inquiries concerning liability. Rossetta's alleged failure to properly pay for rest breaks for piece rate employees was company-wide policy applied equally and consistently to all class members, and this policy is either compliant with California law or it is not. Regardless of that determination, it will decide liability for all class members one way or another. Similarly, whether Rossettas was required to reimburse employees for use of their personal phones presents another common issue.

22. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

////

////

The Proposed Settlement Meets the Dunk and Kullar Factors and is Within the Range of Reasonableness

23. Prior to mediation, the parties engaged in extensive informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Rossetta's payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

24. Using that data, Plaintiff ran various calculations and estimated Rossetta's likely maximum exposure on the class claims at approximately \$1,220,615, including \$125,835 on the unpaid wage/off the clock claims, \$42,770 on the unpaid daily overtime claim, \$89,220 on the piece rate claims, \$576,000 on the meal break claims, \$83,140 on the expense reimbursement claim, \$89,150 on the wage statement claims, and \$214,500 on the waiting time penalty claims.

25. We estimated these amounts as follows:

Unpaid Wages – Off the Clock

4,028 work weeks * 2 OTC hours/week * \$15.62/hour avg. min. wage = \$125,835

Unpaid Wages – Piece Rate Rest Periods

4,028 work weeks * 40.62% piece rate * 1.33 rest period hours/week * \$41/piece avg. rate = \$89,220

Unpaid Overtime

2,392 work weeks * 1 OT hour/week * \$17.88/hour avg. premium = \$42,770

Meal Break Violations

4,028/work weeks * 4 shifts/week * 100% violation rate * \$35.75/hour avg. wage = \$576,000

Rest Break Violations

4,028/work weeks * 4 shifts/week * 100% violation rate * \$35.75/hour avg. wage = \$576,000

////

1 **Expense Reimbursement**

2 Phone: 4,028 work weeks * \$5/week = **\$20,140**

3 Mileage: 200 weeks * \$315/week avg. = **\$63,000**

4 **Wage Statement Violations**

5 **\$89,150** (17 empl'ees @ \$4,000 cap + 13 empl'ees and 208 pay periods)

6 **Waiting Time Penalties**

7 25 fmr empl'ees (in 3 yr limitations period) * (240 hours * \$35.75/hour avg. wage) = **\$214,500**

8 26. The unpaid wage claims focus primarily on Rossettas's alleged policy of requiring
9 employees to meet at the company yard and then travel together to their respective job sites
10 before clocking in. Per Plaintiff, once employee arrived at the company yard they were subject to
11 employer control such that the subsequent travel time to the job site was compensable. Plaintiff
12 further contended that Defendant failed to pay daily overtime wages in many instances where an
13 employee worked less than 40 hour in a week but also worked at least one shift longer than 8
14 hours. For the employees who received piece rate pay, Plaintiff alleges that review of the pay
15 records showed Rossettas did not separately pay for rest periods taken by a piece rate employee.

16 27. In response, Rossettas argued its payroll policies are fully compliant, and that it
17 properly tracked and paid for all hours worked, including both daily and weekly overtime pay at
18 the appropriate hourly wage. Defendant further argued its policies strictly prohibited any "off the
19 clock" work, and that the issue would not be certifiable since it would require individualized
20 inquiries whether any compensable "off the clock" work occurred if an employee, why it was or
21 was not documented and paid for, or whether Defendant was even aware of it. On the piece rate
22 issues, Defendant emphasized it no longer pays any employees by piece rate and ceased doing so
23 during the class period, and that its policies otherwise complied with the law and properly
24 compensated all employees.

25 28. On the meal and rest break claims, Plaintiff contends Defendant's written policies
26 are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested
27 these deficiencies in the written policies affected employee breaks and resulted in substantial "de
28 facto" violations. For example, Plaintiff argued that employees typically received only single one

1 hour break each shift, i.e., that meal and rest breaks were combined into a single long break. Not
2 only is this impermissible under California law, but Defendant's records suggested that in many
3 instances the meal break was untimely and no additional breaks were provided on shifts longer
4 than 10 hours.

5 29. In response, Rossettas argued its written meal and rest break policies are fully
6 compliant, that it provided employees with the opportunity to receive all required meal and rest
7 breaks, and that employees took those breaks as reflected in its pay records. Defendant further
8 maintained that, in light of its compliant policies, whether a class member missed a meal period,
9 received a late meal period, or missed a rest break would have been aberrational and against
10 company policy. Thus, per Rossettas, these issues are not amenable to class or representative
11 treatment since their resolution would require individualized inquiries as to why a break was
12 missed or non-compliant.

13 30. On the expense reimbursement claim, Plaintiff alleges use of personal cellular
14 phones was necessary and consequential to employment duties for purposes of group messaging,
15 and receiving work-related calls and texts while on duty. Plaintiff also alleged that during the
16 class period Rossettas began requiring employees to download a timekeeping app on the phones
17 for purposes of clocking in/out. Per Plaintiff, Rossettas was obligated to reimburse for such use of
18 personal phones. Plaintiff further alleged employees were required to drive their personal vehicles
19 from the company yard to their respective job sites but did not receive any reimbursement for gas
20 or mileage. In response, Rossettas argued use of personal cell phones was unnecessary to
21 performing the job, and in fact would be dangerous given the employees typically were working
22 on top of buildings. To the extent personal phones were used to rack time, Rossettas argued it
23 paid appropriate reimbursement. Similarly, Defendant argued reimbursement was available and
24 paid for use of personal vehicles.

25 31. The claims under Labor Code sections 203 and 226 are derivative of the primary
26 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
27 additional risks posed by the need to take into account the discretionary nature of such awards
28 and the “good faith” and other defenses available to Defendant. Thus, while these claims largely

1 are derivative of the unpaid wage claim, they also are subject to additional defenses.

2 32. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
3 are entitled to penalties totaling over \$590,000 in civil penalties should Plaintiff prevail on all
4 claims and establish violations of the multiple Labor Code sections at issue. As with the class
5 claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses
6 on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to
7 decline to award penalties at all. Accordingly, the Parties allocated \$2,500 to PAGA penalties,
8 and Plaintiffs submit this amount is reasonable under the circumstances and in line with
9 comparable settlements in other wage and hour class actions in California. Additionally, the
10 LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to
11 weigh in as necessary.

12 33. The settlement obviates the significant risk that this Court may find any kind of
13 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
14 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
15 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
16 probable motion to decertify, as well as trial and possible appeals, and would further and
17 substantially delay any recovery by the class with no assurance of recovering significantly more
18 than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate
19 controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of
20 wages and penalties due each Class Member would be an expensive, time-consuming, and
21 uncertain proposition.

22 34. Plaintiff and I counsel discounted the value of the class claims consistent with the
23 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
24 greater benefit if the litigation continued. We concluded – in light of these very real and
25 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
26 was in the best interests of the class, and the overall \$100,000 recovery represents a significant
27 percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of
28 \$100,000, which will result in average award of some \$683 per class member, plus additional

1 amounts under PAGA, is a significant result well within the range of reasonableness considering
2 all potential outcomes, and it will provide direct monetary awards to all Class Members without
3 further delay.

4 **PLAINTIFF'S COUNSEL'S QUALIFICATIONS**

5 35. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate
6 *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the
7 Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon &
8 Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice
9 focused on complex business, employment, and insurance coverage disputes. In 2003, I became
10 associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and
11 hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly.
12 Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer
13 law matters, including both class actions and individual matters.

14 36. I have served as class and/or PAGA counsel in a number of wage and hour class
15 and representative actions, including: Rivera v Reel Produce, Inc., Case No. 24-CGC-620797
16 (San Francisco County Superior Court); Carranza v Brisbane Recycling Co., Inc., Case No. 24-
17 CIV-01496 (San Mateo County Superior Court); Peralta v Maverick Painting, Inc., Case No.
18 23CV417330 (Santa Clara County Superior Court); Arizaga v. Rackley Company, Inc. Case No.
19 23CV003138 (Sacramento County Superior Court); Martinez v. 'T' McGee Electric, Inc., Case
20 No. CIVSB2114427 (San Bernardino County Superior Court); Herrera v. Stone Etc., Inc., et al.,
21 Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company,
22 Case No. 22-CV-001051 (Stanislaus County Superior Court); Trujillo v. Ford Spraying, Inc.,
23 Case No. VCU298017 (Tulare County Superior Court); Velasquez v. Water Damage Rescue, Inc.
24 Case No. 21STCV46033 (Los Angeles County Superior Court); Rico v. FMA Landscape
25 Services, Inc., Case No. 23CV409762 (Santa Clara County Superior Court); Galindo v. Berro
26 Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero,
27 et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior
28 Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County

1 Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860 (Los
2 Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104
3 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer
4 County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced
5 County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino
6 County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County
7 Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco
8 County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San
9 Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa
10 Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside
11 County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086
12 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA
13 (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916
14 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San Diego County
15 Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.),
16 Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court); George v.
17 Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court),
18 Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior
19 Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior
20 Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior
21 Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior
22 Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court);
23 Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court);
24 Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County
25 Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707 (Riverside
26 County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-
27 OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case
28 No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door

1 Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura
2 County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case
3 No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family
4 Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design,
5 LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas
6 v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County
7 Superior Court).

8 37. During the approximately five years I was associated with DCC, the firm was
9 appointed class counsel in over 20 class actions alleging violations of federal and California wage
10 and hour laws. I played an integral role in litigating these matters, which included some of the
11 largest and most complex wage and hour class actions ever brought in California. For instance,
12 while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global
13 Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers
14 employed by Citigroup (as well as several predecessor entities) for unpaid overtime,
15 reimbursement of business expenses, and improper deductions from wages. Although the matter
16 initially was filed on behalf of a class of California-only employees, it eventually evolved into a
17 nationwide class action on behalf of over 17,000 class members, and ultimately settled for
18 approximately \$106 million. Likewise, I played a prominent role in litigating Takacs v. A.G.
19 Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions
20 brought in California on behalf of stock brokers seeking recovery of overtime wages and
21 reimbursement for business expenses and improper wage deductions, and one of the most
22 extensively litigated such cases. The matter resulted in a comprehensive opinion denying
23 defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided
24 several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

25 38. My firm has obtained several multi-million dollar wage and hour class
26 action/PAGA settlements while serving as lead counsel in recent years, including a \$9.75 million
27 wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A., a \$1.4
28 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential

1 Mortgage Corporation, a \$1.2 million dollar class action settlement in In re: First Franklin
2 Employment Cases, and a \$1.2 million dollar wage and hour class action/PAGA settlement in
3 George v. Retail Merchandising Solutions, Inc.

4 39. For the foregoing reasons, it is respectfully requested that the Court approve the
5 settlement.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 24th day of April 2026, at Carlsbad, California.

8
9 
10 _____
11 Declarant

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Reynaldo Bajo-Islas (“Plaintiff”) and Rossettas Enterprises, Inc. dba Rossettas Roofing (“Defendant”). Plaintiff and Defendant shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the lawsuit alleging wage and hour violations against Defendant: *Reynaldo Bajo-Islas v. Rossettas Enterprises, Inc. dba Rossettas Roofing*, Superior Court of the State of California, County of Santa Cruz, Case No. 25CV04159.

1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class and PAGA Action Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all current and former non-exempt California employees who worked for Defendant at any time during the PAGA Period.

1.6. “Class Counsel” means J. Kirk Donnelly and The Law Offices of J. Kirk Donnelly, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means a complete list that Defendant will provide to the Settlement Administrator on one spreadsheet which shall include the Class Member’s name, last-known mailing address, last four digits of Social Security number, date of hire, and date of termination (if any) during the Class Period.

1.9. “Class Member” means all current and former non-exempt California employees who worked for Defendant at any time during the Class Period.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the court approved notice of class action settlement to be mailed to Class Members in English with a Spanish translation in the form attached as Exhibit A and incorporated

by reference into this Agreement.

1.12. “Class Period” means the period between September 1, 2021, and the earlier of (a) the date the Court enters an order granting preliminary approval of this settlement or (b) February 13, 2026 (i.e., 60 days after mediation).

1.13. “Class Representative” and “Plaintiff” each means Reynaldo Bajo-Islas.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Complaint” refers to the operative complaint filed in the Action, which is the complaint filed on or about December 29, 2025, alleging class and representative PAGA action claims.

1.16. “Court” means the Superior Court of California, County of San Cruz.

1.17. “Defendant” means Rossettas Enterprises, Inc. dba Rossettas Roofing.

1.18. “Defense Counsel” means Susan Bishop of Berliner Cohen LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed by one or more Participating Class Members, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” or “GSA” means One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which is the total amount Defendant agrees to pay under the Settlement, except for the employer’s share of applicable payroll tax obligations that Defendant shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator’s Expenses.

1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the

Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

1.26. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.28. “LWDA” means the California Labor and Workforce Development Agency.

1.29. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32. “PAGA Period” means the period from June 27, 2024 through the earlier of (a) the date the Court enters an order granting preliminary approval of this settlement or, (b) February 13, 2026 (i.e., 60 days after mediation).

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.34. “PAGA Notice” means Plaintiff’s June 6, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid (\$2,500), allocated 35% (\$875.00) to the Aggrieved Employees and 65% (\$1,625.00) to LWDA, in settlement of PAGA claims.

1.36. “PAGA Pay Periods” means the pay periods worked by the Aggrieved Employees during the PAGA Period.

1.37. “Participating Class Member” means all Settlement Class Members except for those who opt-out by submitting a timely and valid Request for Exclusion.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42. “Released Parties” means: Defendant and its current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement.

1.44. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may prepare and submit a “Request for Exclusion” to the Settlement Administrator. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tallies the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited Workweeks or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Report must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.47. “Workweeks” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on or about June 6, 2025.

2.2. After Plaintiff submitted the PAGA Notice, Defendant submitted a cure proposal to the LWDA, and the Parties participated in a PAGA cure conference with the LWDA on August 20, 2025. The LWDA then issued a cure plan, which Defendant did not sign, and the LWDA deemed the cure process exhausted. The Parties thereafter entered into an agreement to toll the applicable statutes of limitation, and engaged in pre-litigation discussions and negotiations regarding the merits of Plaintiff’s alleged claims and the potential resolution of those claims. Following these pre-litigation discussions, the Parties ultimately agreed to mediate.

2.3. On December 15, 2025, the Parties participated in a private mediation with Scott Radovich,

Esq., which resulted in this Agreement to settle the Action.

2.4. On December 29, 2025, in order to effectuate the Parties' tentative settlement and to secure Court approval of the same, Plaintiff commenced the Action by filing a Complaint alleging class and PAGA claims against Defendant based on the alleged failure to pay all wages due, including both minimum and overtime wages, failure to separately pay rest and recovery periods and nonproductive time to employees paid by piece rate, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, failure to reimburse business expenses, failure to pay all wages due on separation of employment, and unfair competition. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged

2.5. Prior to and during mediation, for the purpose of facilitating the mediation, Plaintiff obtained, through informal discovery, documents and information, including but not limited to Plaintiff's personnel file and time/payroll records, Defendant's policies and practices regarding payroll, meal and rest breaks, and expense reimbursement, the size of the Class and the number of Aggrieved Employees, the number of Workweeks, and a statistically significant sampling of payroll and timekeeping records of the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.8. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. The Parties also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, the Parties believe this Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members and Aggrieved Employees.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant agrees to pay \$100,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final

Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed \$10,000. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of no more than one-third (1/3) of the GSA, which is currently estimated to be \$33,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$7,500.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion requesting the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, which request may be included with Motion for Final Approval. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,990.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the class pro rata.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. One-third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed

on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to each Non-Participating Class Member's Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still be entitled to PAGA Payments.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$2,500.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods Worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on its records, Defendant estimates that as of December 15, 2025 mediation, there were 63 Class Members and 4,028 Workweeks, and 29 Aggrieved Employees and 775 Pay Periods. The Parties agree that if the total number of work weeks during the Class Period increases to a figure that is greater than 4,431 (i.e, a 10% increase), Defendant will have the choice of: (a) paying a proportional increase in the Settlement Amount for each additional work week over 4,431, which will be added to the Gross Settlement Amount; or (c) modifying the end date of the Class Period to a date that avoids incurring any pro-rata increase.

4.2. Class Data. Not later than twenty (20) days after service of notice of entry of the Order granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting, via wire transfer, the GSA plus all amounts necessary to pay the employers' share of payroll taxes to the Administrator no later than thirty (30) days after service of notice of entry of Judgment on the settlement.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount and required employer-side payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employee, both the Individual Class Payment and Individual PAGA Payment may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. In exchange for the obligations undertaken by Defendant in this Agreement, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. In consideration of Defendant's promises and agreements as set forth herein, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, from the beginning of time through the execution of this Agreement including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint including but not limited to any and all any claims related to Plaintiff's employment with Defendant and for wages, bonuses, severance pay, vacation pay,

penalties, employment benefits, stock options, violation of any personnel policy; and any and all claims against Defendant or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law including, but not limited to, those claims arising out of employment, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaints, Plaintiff's PAGA Notice or released under Paragraphs 5.2 and 5.3, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including, but not limited to, claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; and unfair competition under Business & Professions Code sections 17200, *et seq.* The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiff's PAGA Notice, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to PAGA claims premised on violation of Labor Code sections 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, including claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery

periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s). The operative release period for the Released PAGA Claims is the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to expeditiously prepare and file an unopposed motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiff’s Responsibilities. Within 30 days after full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members or Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, Aggrieved Employees, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Defendant’s Responsibilities. Defendant’s Counsel will promptly review and provide comments on Plaintiff’s proposed Preliminary Approval Motion and supporting documents within five (5) business days.

6.3 Responsibilities of Counsel. Class Counsel will expeditiously finalize and file the Motion for Preliminary Approval no later than 50 days after the full execution of this Agreement; obtain a prompt mutually convenient hearing date for the Motion for Preliminary Approval; and Class Counsel and Defense Counsel will appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator, and all related documents.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense

Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.5 **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. SETTLEMENT ADMINISTRATION.

7.1 **Selection of Administrator.** The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks in the Class Period, and Pay Periods Worked in the PAGA Period, in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member/Aggrieved Employee, and the number of workweeks worked during the Class Period and Pay Periods Worked during the PAGA Period (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class

Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods Worked, and Requests for Exclusion will be extended an additional 14 calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel, Class Counsel, or Defendant are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a

Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks Or Pay Periods Worked During PAGA Period. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks or Pay Periods Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that Workweeks and Pay Periods Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and Pay Periods Worked during the PAGA Period to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Order Granting Preliminary Approval, the Class Notice, the Motion for Final Approval and Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, and the Order Granting Final Approval and Judgment thereon.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Class Member identifying information shall not be shared with Class Counsel. Class Counsel will receive general reports from the Administrator as detailed in the next section.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion.

7.8.4 Pay Period And Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Pay Periods Worked by Class Members and Aggrieved Employees and the per Pay Period value of each. The Administrator will supplement its declaration as needed or as requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), and a Proposed Final Approval Order and Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide

drafts of these documents to Defense Counsel not later than 5 court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Nothing herein shall restrict Plaintiff's Counsel from complying with filing and notice requirements to the LWDA relating to PAGA settlements or otherwise including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

9.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

9.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, with the exception of the separate individual settlement entered into between Plaintiff and Defendant.

9.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

9.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

9.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiff agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, Defendant, or the Released Parties, or the settlement of this Lawsuit. Class Counsel and Plaintiff agree that any website or social media posting will refer to Defendant's respective names simply as "Confidential."

9.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by

Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
kdonnelly@jkd-law.com

To Defendant:

Susan Bishop
Berliner Cohen LLP
10 Almaden Blvd., 11th Floor
San Jose, CA 95113
susan.bishop@berliner.com

9.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process. Through signing this Agreement, Plaintiff

is agreeing to withdraw his pending discovery requests. This does not prejudice Plaintiff's ability to reserve discovery in the future should Defendant exercise its right to void this agreement as detailed herein or if litigation continues due to some other cause including, but not limited to, a lack of court approval of the Agreement.

AGREED AS TO FORM AND CONTENT

Date: _____

PLAINTIFF

REYNALDO BAJO-ISLAS

Date: 4/2/2026

DEFENDANT

DocuSigned by:
Sign: Shari Rossetta
4FD5D6D85E8D45E...

Print Name: Shari Rossetta

Its: Secretary

AGREED AS TO FORM

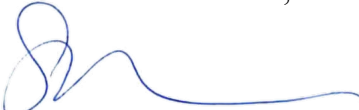
Date: _____

LAW OFFICES OF J. KIRK DONNELLY,
APC

J. Kirk Donnelly
Attorneys for Plaintiff

Date: 4/2/2026

BERLINER COHEN, LLP


Susan Bishop
Attorneys for Defendant

is agreeing to withdraw his pending discovery requests. This does not prejudice Plaintiff's ability to reserve discovery in the future should Defendant exercise its right to void this agreement as detailed herein or if litigation continues due to some other cause including, but not limited to, a lack of court approval of the Agreement.

AGREED AS TO FORM AND CONTENT

Date: 04 / 03 / 2026

PLAINTIFF

Reynaldo
REYNALDO BAJO-ISLAS

DEFENDANT

Date: _____

Sign: _____

Print Name: _____

Its: _____

AGREED AS TO FORM

Date: 4/2/26

LAW OFFICES OF J. KIRK DONNELLY,
APC

J. Kirk Donnelly
J. Kirk Donnelly
Attorneys for Plaintiff

BERLINER COHEN, LLP

Date: _____

Susan Bishop
Attorneys for Defendant

Exhibit “A”

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

Reynaldo Bajo-Islas v. Rossettas Enterprises, Inc. dba Rossettas Roofing

Superior Court of the State of California, County of Santa Cruz

Case No. 25CV04159

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Rossettas Enterprises, Inc. dba Rossettas Roofing (“Defendant”), for alleged wage and hour violations. The Action is brought by Reynaldo Bajo-Islas (“Plaintiff”) and seeks payment of (1) unpaid wages, statutory damages, meal period and/or rest break premiums, unreimbursed business expenses, penalties for pay stub and wage violations, interest, and attorney’s fees on behalf of a class of non-exempt/hourly employees of Defendant (“Class Members”) during the Class Period (September 1, 2021 through ____); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of Defendant, who worked in California during the PAGA Period (June 27, 2024 through ____) (“Aggrieved Employees”).

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for

your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods than listed above, you can submit a challenge by the deadline. See Section 4 of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: 	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT DEADLINE: 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY	If you believe that your workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many hours you

PERIODS WORKED	worked during the Class Period. The number you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
DEADLINE: [REDACTED]	

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
TIME: [REDACTED] A.M. / P.M.	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, meal and rest period premiums, and timely wages, failing to reimburse business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

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

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best

interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$100,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and the amounts to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the total Gross Settlement no later than 30 days after the Court grants Final Approval and enters Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$33,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$4,990.00 to the Administrator for services administering the Settlement.
 - D. \$2,500.00 for the PAGA settlement, allocated as 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to the Aggrieved Employees based on their share of pay periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their workweeks during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court

to approve an allocation of one-third (1/3 of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be paid to the California State Controller's Unclaimed Property Fund. You should consult the rules of the Fund in order to claim your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks and pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the entire Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including, but not limited to, claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; and unfair competition under Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiff's PAGA Notice, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to PAGA claims premised on violation of Labor Code sections 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, including claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s) (the "Released PAGA Claims"). The operative release period for the Released PAGA Claims is the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$875.00 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of hours or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of hours and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission

and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge the Administrator's final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. The Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any legible writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bajo-Islas v Rossettas Enterprises, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount requested as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the “Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Bajo-Islas v. Rossettas Enterprises, Inc.*, and include your name, current address, telephone number, and approximate dates of employment with Defendant, and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on INSERT DATE at INSERT TIME in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean St., Santa Cruz, California 95060. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court’s website for the most current information.

You may also attend the Final Approval hearing by remotely via Zoom or telephone by going to <https://www.santacruz.courts.ca.gov/online-services/remote-appearance>.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to www.santacruzcourts.ca.gov.

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

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

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

Reynaldo Bajo-Islas v. Rossettas Enterprises, Inc. dba Rossettas Roofing

Superior Court of the State of California, County of Santa Cruz

Case No. 25CV04159

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Rossettas Enterprises, Inc. dba Rossettas Roofing (“Defendant”), for alleged wage and hour violations. The Action is brought by Reynaldo Bajo-Islas (“Plaintiff”) and seeks payment of (1) unpaid wages, statutory damages, meal period and/or rest break premiums, unreimbursed business expenses, penalties for pay stub and wage violations, interest, and attorney’s fees on behalf of a class of non-exempt/hourly employees of Defendant (“Class Members”) during the Class Period (September 1, 2021 through ____); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of Defendant, who worked in California during the PAGA Period (June 27, 2024 through ____) (“Aggrieved Employees”).

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for

your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods than listed above, you can submit a challenge by the deadline. See Section 4 of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: 	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT DEADLINE: 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY	If you believe that your workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many hours you

PERIODS WORKED	worked during the Class Period. The number you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
DEADLINE: [REDACTED]	

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
TIME: [REDACTED] A.M. / P.M.	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, meal and rest period premiums, and timely wages, failing to reimburse business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

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

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best

interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$100,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and the amounts to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the total Gross Settlement no later than 30 days after the Court grants Final Approval and enters Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$33,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$4,990.00 to the Administrator for services administering the Settlement.
 - D. \$2,500.00 for the PAGA settlement, allocated as 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to the Aggrieved Employees based on their share of pay periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their workweeks during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court

to approve an allocation of one-third (1/3 of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be paid to the California State Controller's Unclaimed Property Fund. You should consult the rules of the Fund in order to claim your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks and pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the entire Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including, but not limited to, claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; and unfair competition under Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiff's PAGA Notice, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to PAGA claims premised on violation of Labor Code sections 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, including claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s) (the "Released PAGA Claims"). The operative release period for the Released PAGA Claims is the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$875.00 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of hours or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of hours and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission

and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge the Administrator's final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. The Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any legible writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bajo-Islas v Rossettas Enterprises, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount requested as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the “Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Bajo-Islas v. Rossettas Enterprises, Inc.*, and include your name, current address, telephone number, and approximate dates of employment with Defendant, and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on INSERT DATE at INSERT TIME in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean St., Santa Cruz, California 95060. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court’s website for the most current information.

You may also attend the Final Approval hearing by remotely via Zoom or telephone by going to <https://www.santacruz.courts.ca.gov/online-services/remote-appearance>.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to www.santacruzcourts.ca.gov.

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

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 3

LAW OFFICES OF J. KIRK DONNELLY, APC

2173 Salk Avenue, Suite 250 · Carlsbad, California 92008
(760) 209-5894 · www.jkd-law.com

June 6, 2025

J. Kirk Donnelly
kdonnelly@jkd-law.com

VIA ELECTRONIC SUBMISSION

California Labor & Workforce Development
Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL

Rossetta's Enterprises, Inc.
dba Rossetta's Roofing
c/o Susan Bishop
Berliner & Cohen LLP
10 Almaden Blvd., 11th Floor
San Jose CA 95113-2233

Daniel Rossetta, CEO
Rossetta's Enterprises, Inc.
dba Rossetta's Roofing
c/o Susan Bishop
Berliner & Cohen LLP
10 Almaden Blvd., 11th Floor
San Jose CA 95113-2233

Subject: *Reynaldo Bajo-Islas adv. Rossetta's Enterprises, Inc.*
dba Rossetta's Roofing and Daniel Rossetta
Cal. Labor Code section 2699.3 Notice of Labor Code Violations

Dear LWDA PAGA Administrator:

This office represents Reynaldo Bajo-Islas ("COMPLAINANT") in connection with his claims under the California Labor Code. Complainant is a former employee of Rossetta's Enterprises, Inc. dba Rossetta's Roofing and its CEO/owner Daniel Rossetta (together, "EMPLOYER").

Pursuant to California Labor Code sections 2699.3 and 2699.5, Complainant, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed directly and/or via a staffing agency by EMPLOYER in California within one year of the date of this notice (“AGGRIEVED EMPLOYEES”).

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail care of their counsel Susan Bishop, Esq., in lieu of their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address as provided on wage statements issued by EMPLOYER to AGGRIEVED EMPLOYEES.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER are on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT’s claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT’s intent to seek civil penalties against EMPLOYER.

COMPLAINANT, on behalf of COMPLAINANT and the AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, and all applicable Wage Orders.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. CEO/Owner Daniel Rossetta, at all relevant times, was an employer or person acting on behalf of employer(s) who violated COMPLAINANT's and other AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and/or 1194 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

Employer is Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer's usual course of business.

Pursuant to section 2810.3, if EMPLOYER secured temporary labor from a labor contractor, EMPLOYER shares in all legal responsibility and civil liability with its labor contractor(s), for all workers supplied by such labor contractor(s), for payment of wages.

General Information

EMPLOYER owns, operates, manages and/or staffs a roofing contracting business. Although EMPLOYER may operate a successful business or have a noble mission, EMPLOYER do not comply with California's labor laws.

COMPLAINANT worked for EMPLOYER as a non-exempt employee from approximately February 2018 to approximately April 2025. COMPLAINANT regularly worked shifts lasting at least eight (8) or more per day, at least five (5) days per week. At times EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked, while at other times EMPLOYER paid Complainant on a piece-rate basis. During the liability period, EMPLOYER failed to pay COMPLAINANT separately for rest periods and non-productive time, failed to pay overtime wages when required, required COMPLAINANT take late and shortened meal periods, failed to provide rest periods or work during owed rest periods, and complete pre-shift off-the-clock work. As a result of being denied meal and rest period premiums and all owed wages, COMPLAINANT was denied accurate and complete wage statements, in violation of Labor Code section 226. EMPLOYER wage statements also are inaccurate and incomplete on their face and fail to include all hours worked, all applicable hourly rates and the number of hours worked at each rate, the total hours of compensable rest and recovery periods, the rate of compensation and the gross wages paid for those rest and recovery periods during the pay period, the total hours of other nonproductive time, and the rate of compensation and the gross wages paid for nonproductive time during the pay period. EMPLOYER also failed to reimburse COMPLAINANT for all business expenses, including, for personal phone use and use of COMPLAINANT'S personal vehicle for business purposes. Furthermore, COMPLAINANT was not provided with any final paycheck for at least approximately several days after COMPLAINANT's termination date.

Labor Code Violations

Failure to Pay Wages Due (Minimum Wages and Overtime): California Labor Code section 1197 requires that employees must be paid at least the minimum wage fixed by the IWC for all hours worked. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. The minimum wage standard applies to each hour employees worked for which they were not paid. An employer's failure to pay for any time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. California Labor Code section 510 and the IWC Wage Orders also require employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week.

Employees who are paid on a piece rate basis also must be compensated for rest and recovery periods and other nonproductive time separate from any piece rate compensation. Rest and recovery periods must be paid at a regular hourly rate that is no less than the higher of an average hourly rate determined by dividing the total compensation for the workweek, exclusive of

compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or the applicable minimum wage, while other non-productive time must be paid a rate no less than the applicable minimum wage.

On shifts where COMPLAINANT and other aggrieved employees were paid on an hourly basis, they worked hours for which they were not paid at least the applicable minimum wage, including without limitation hours worked off the clock, including compensable travel time and time spent performing pre- and post-shift duties, that were not paid for at the applicable minimum or overtime wage. Accordingly, EMPLOYER failed to pay COMPLAINANT and other aggrieved employees for all compensable hours worked at the appropriate minimum wage, regular rate, and/or overtime rate.

On shifts where CCOMPLAINANT and other AGGRIEVED EMPLOYEES were paid on a piece rate basis, they were not compensated for rest and recovery periods and other nonproductive time separate from any piece rate compensation at the appropriate regular hourly rate and/or applicable minimum wage, and in fact were not compensated for such time at all. Accordingly, EMPLOYER failed to pay Complainant and other aggrieved employees for all compensable hours worked at the appropriate minimum wage, regular rate, and/or overtime rate.

EMPLOYER's failure to pay for all hours worked by COMPLAINANT and other AGGRIEVED EMPLOYEES, failure to properly calculate and pay for overtime, and failure to compensate for rest and recovery periods and other nonproductive time separate from any piece rate compensation all violate Labor Code sections 226.2, 512, 1194-1199, and Wage Order 16-2001, sections 3-4. These violations subject EMPLOYER to civil penalties under said sections and Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code § 512; IWC Wage Order 16-2001, § 10(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived.

Employers covered by Wage Order 16-2001 have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order 16-2001, § 6(A)(3) ("Meal periods . . . shall also be recorded"); *Donohue v. AMN Servs.* (2021) 11 Cal.5th 58, 61.

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or improper (e.g., less than 30 minutes, interrupted meal period, first meal period provided after 5 hours, second meal period provided after 10 hours) meal period. Lab. Code § 226.7; IWC Wage Order 16-2001, § 10(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided").

EMPLOYER failed to maintain a company meal period policy compliant with California law and failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with proper meal periods, and/or meal periods were not provided until after the start of the fifth hour work. COMPLAINANT and other AGGRIEVED EMPLOYEES had their meal periods interrupted by work or otherwise cut short. Liability for aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Orders requirements. The fact that employees may legally waive meal breaks does not affect this result. Because EMPLOYER failed to maintain a compliant written meal period policy, failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with all required meal periods, failed to provide COMPLAINANT and other aggrieved employees with timely meal periods and/or meal periods lasting a full 30 minutes free from all EMPLOYER control, it also failed to provide COMPLAINANT and other AGGRIEVED EMPLOYEES with all meal breaks required under California law. EMPLOYER failed to pay them premiums for such missed and non-compliant meal breaks in violation of California law.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order 16-2001, § 10(A) and (C). These violations subject EMPLOYER to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 16-2001, § 18. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.¹

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. IWC Wage Order 16-2001, § 11(A). Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)) rest period. Lab. Code § 226.7; IWC Wage Order 16-2001, § 11(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

¹ See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 16-2001, § 18 (establishing that "i>n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

EMPLOYER did not maintain a company rest period policy and/or practice compliant with California law, and EMPLOYER frequently did not provide COMPLAINANT and other AGGRIEVED EMPLOYEES with appropriate rest periods. Per EMPLOYER's policy and/or practice, COMPLAINANT and other AGGRIEVED EMPLOYEES were not adequately informed and instructed about, and thereby were not afforded an adequate opportunity to take, proper rest breaks per California law and, in particular, COMPLAINANT and other AGGRIEVED EMPLOYEES were not permitted and/or were not able to take rest breaks. Further, EMPLOYER failed to pay COMPLAINANT and other AGGRIEVED EMPLOYEES with an additional hour of pay at the regular rate of pay for each missed or improper rest period.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 16-2001, § 11(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 16-2001, § 18. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.²

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Lab. Code § 226.

For employees paid by piece rate, the wage statements must also set forth the total hours of compensable rest and recovery periods, the rate of compensation, the gross wages paid for those periods during the pay period, the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period. Lab. Code § 226.2

EMPLOYER did not provide wage statements at all to COMPLAINANT and other AGGRIEVED EMPLOYEES and, to the extent it did, as a result of EMPLOYER's violations of various Labor Code and Wage Order provisions, as discussed herein, EMPLOYER failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code section 226, including without limitation gross wages earned, total hours worked, and net wages earned, and therefore EMPLOYER violated section 226. EMPLOYER's wage statements further were inaccurate and incomplete on their face and failed to include all hours worked, all

² See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); IWC Wage Order 16-2001, § 18 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

applicable hourly rates and the number of hours worked at each rate, the total hours of compensable rest and recovery periods, the rate of compensation and the gross wages paid for those rest and recovery periods during the pay period, the total hours of other nonproductive time, and the rate of compensation and the gross wages paid for nonproductive time during the pay period, and further violated Labor Code sections 226 and 226.2.

These violations subject EMPLOYER to civil penalties under Labor Code sections 226, 226.2, 226.3, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. Labor Code section 202 states similar provisions with respect to employees who resign. EMPLOYER still has not paid COMPLAINANT and other AGGRIEVED EMPLOYEES all wages earned and unpaid at the time of discharge, including without limitation: (1) hours worked “off the clock,” and overtime hours worked that were paid at the incorrect rate, (2) separate compensation for rest and recovery periods; (3) separate compensation for non-productive time, and (4) an additional hour of pay for meal and rest periods not provided and/or that were not compliant. These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.³

Failure to Reimburse Reasonable and Necessary Business Expenses: under Labor Code section 2802, California law requires an employer to reimburse employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. Accordingly, an employer must fully reimburse employees for, inter alia, all expenses incurred by the employee for using his or her personal mobile phone in furtherance of their job duties, and for use of his or her personal automobile in furtherance of their job duties. *Gattuso v. Harte Hanks Shoppers, Inc.*, 42 Cal.4th 554, 569-75 (2007); *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

EMPLOYER did not fully and accurately record and reimburse all of COMPLAINANT’S and AGGRIEVED EMPLOYEES’ expenses incurred using their personal mobile phones for work purposes, such as communicating with management during shifts, and taking pictures of projects. EMPLOYER did not fully reimburse COMPLAINANT and AGGRIEVED EMPLOYEES for driving their personal vehicles for work purposes, including traveling to and from job sites in excess of a reasonable commute.

The aforementioned conduct results in violations of Labor Code section 2802. These violations subject EMPLOYER to civil penalties under Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes were violated

³ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

EMPLOYER has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties COMPLAINANT and AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699 and 2699.3(a) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce & Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the Labor Code.

If the Labor Commissioner elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of himself and all other AGGRIEVED EMPLOYEES.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008
Main: 760-209-5894
Email: kdonnelly@jkd-law.com

Thank you for your attention to this matter.

Sincerely,
LAW OFFICES OF J. KIRK DONNELLY, APC

A handwritten signature in black ink that reads "J. Kirk Donnelly". The signature is written in a cursive, flowing style.

J. Kirk Donnelly

Thank you for submission of your PAGA Case.

From: LWDA DO NOT REPLY (lwdadonotreply@dir.ca.gov)

To: kdonnelly@jkd-law.com

Date: Friday, June 6, 2025 at 08:39 AM PDT

6/6/2025

LWDA Case No. LWDA-CM-1103412-25

Law Firm : Law Offices of J. Kirk Donnelly, APC

Plaintiff Name : Reynaldo Bajo-Islas

Employer: Rossettas Enterprises, Inc. dba Rossettas Roofing

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

STATE OF CALIFORNIA Samantha McKay Labor & Workforce Development Agency PAGA Unit 800 Capitol Mall, Suite 5000 Sacramento, CA 95814 Email: Samantha.McKay@labor.ca.gov Phone: 916-476-1504	
CLAIMANT/AGGRIEVED EMPLOYEE: REYNALDO BAJO-ISLAS	
RESPONDENT/EMPLOYER: ROSSETTA ENTERPRISES, INC. DBA ROSSETTA ROOFING	
LWDA Case No. LWDA-CM-1103412-25	NOTICE OF CURE CONFERENCE

PLEASE TAKE NOTICE that, pursuant to Labor Code section 2699.3, subdivision (c)(2)(B), the Private Attorneys General Act (PAGA) Unit of the California Labor and Workforce Development Agency (LWDA) will hold a Cure Conference to determine whether a sufficient cure is possible based on the confidential proposal submitted by respondent Rossetta Enterprises, Inc. dba Rossetta Roofing in this matter. All parties and their attorneys are ORDERED to appear before the designee named at the bottom of this notice at the time and place listed below:

PLACE: **Videoconference**
DATE: **Wednesday August 20, 2025**
TIME: **10:00 am – 4:00 pm**

An email will be sent to counsel of record no later than two business days before the conference with the information for connecting to the conference via Zoom. It is counsel's responsibility to forward the connection information to their respective clients. You may connect to the conference either via the Zoom app or by accessing Zoom through the web portal. Please ensure that your Zoom app or internet browser has the most current update. Failure to do so may impact your ability to participate in the conference.

Before the conference, the parties shall do the following:

1. At least 14 days before the conference, respondent shall submit, with proof of service on the claimant:
 - a. A statement describing the specific measures it proposes to take to cure the violations alleged consistent with the provisions of Labor Code section 2699, subdivision (d); and
 - b. A list of all current and former employees employed by respondent at any time within one-year before the filing of claimant's PAGA notice; and

- c. All payroll and time records for the one-year period before the filing date of claimant's PAGA notice for all employees employed by respondent on a non-exempt basis at any time in the year before the date of the PAGA notice (if redacted an identification key must be provided to LWDA); and
 - d. Any other records supporting respondent's position that its cure proposal is sufficient, including original and revised employee handbooks or written policies regarding the violations employer proposes to cure.
- 2. At least seven days before the conference, claimant shall submit, with proof of service on respondent:
 - a. A statement responding to the specific cure measures proposed. If claimant disputes the sufficiency of respondent's proposed cure in any respect, claimant's response shall articulate the basis for the dispute, be accompanied by any evidence supporting claimant's position the proposed cure is insufficient, and describe additional measures claimant proposes to bring the cure into compliance with Labor Code section 2699, subdivision (d); and
 - b. The amount of attorney's fees and costs incurred to date, if any, on the claimant's PAGA claims.

The parties' preconference statements are intended to aid in the conduct of the conference by identifying the specific cure measures proposed and any dispute concerning the sufficiency of those measures. Respondent's failure to provide a preconference statement or the required documents may result in the conference being removed from calendar. To the extent claimant disputes the sufficiency of any proposed cure measures, claimant must set forth the factual basis for the dispute. Any failure by the claimant to participate in the cure conference or to provide the required preconference statement may result in the inability to later contest any determination by the LWDA concerning the sufficiency of any cure.

The parties' preconference statements must be submitted to the LWDA PAGA Unit using the "Cure Documents" link available at < <https://dir.govfa.net/407> > on the online PAGA filing portal.

The cure proposal previously submitted by respondent, as well as the parties' preconference submissions, constitute confidential communications subject to Evidence Code section 1152 and Labor Code section 2699.3, subdivision (c)(2)(E).

During the conference the LWDA will gather information to determine whether a sufficient cure is possible. Information produced by the parties during the conference is subject to Evidence Code section 1152 and Labor Code section

2699.3, subdivision (c)(2)(E). Recording of the conference or any part thereof or the use of video or audio recording devices, equipment, software, or other tools during any portion of the conference is strictly prohibited. Witnesses and observers are not allowed.

Pursuant to Labor Code section 2699.3, subdivisions (c)(2)(B)-(C), any applicable statute of limitation on the violations alleged by claimant shall remain tolled and no civil action may be commenced while this administrative cure review procedure remains pending.

The parties may propose to conduct the conference in a format or at a location different from that identified above. To do so, the parties shall meet and confer regarding a mutually agreeable alternative format or location and may propose such location via email to the designee named below within seven days of the date of this notice. Relocation of the conference remains subject to the approval of the below-named designee.

If a party requests to reschedule the conference based on a pre-existing conflict with the date above, the parties shall meet and confer and, within seven days of the date of this notice, propose via email to the designee named below three mutually agreed-upon alternative dates. Other rescheduling requests will be approved only on good cause shown subject to the approval of the designee listed below.

DATE: July 21, 2025

Samantha McKay
Attorney - PAGA Unit
California Labor and Workforce Development Agency

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015.5)

I am over the age of 18 years and not a party to this action. I am employed in the County of Sacramento. My business address is 800 Capitol Mall, Suite 5000, Sacramento, California 95814.

On July 21, 2025, I served this **NOTICE OF CURE CONFERENCE** on the parties in this proceeding by certified mail by placing a copy of the document in a sealed envelope for collection and mailing following my employer's ordinary business practice for deposit in the United States Mail, addressed as set forth below:

Susan E. Bishop
Berliner Cohen, LLP
10 Almaden Blvd.,
11th Floor
San Jose, CA 95113

Certified Mail
#9589 0710 5270 1472 1571 76

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly,
APC
2173 Salk Ave., Suite 250
Carlsbad, CA 92008

Certified Mail
#9589 0710 5270 1472 1571 83

I am readily familiar with my employer's practice of collecting and processing correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the United States Postal Service on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on July 21, 2025 at Sacramento, California.

A handwritten signature in black ink, appearing to read 'Awn' with a stylized flourish.

Alicia Wati Nath

EXHIBIT 5