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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF MADERA**

8 CHANTHA SVAY, individually, and on behalf
9 of all others similarly situated,

10 *Plaintiff,*

11 v.

12 CERTAINTEED, LLC, a limited liability
13 corporation; and DOES 1 through 10, inclusive,

14 *Defendants.*

Case No.: MCV093066

Assigned for All Purposes to:
Honorable Michael J. Jurkovich

15 **CLASS ACTION**

16 **DECLARATION OF WILLIAM**
17 **ARGUETA REGARDING NOTICE AND**
18 **CLAIMS ADMINISTRATION**

19 Hearing Date: May 20, 2025
20 Hearing Time: 8:30 a.m.
21 Hearing Place: Department 44
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DECLARATION OF WILLIAM ARGUETA

I, **WILLIAM ARGUETA**, declare the following facts to be true and correct, and if called as a witness, I would testify competently to the same.

1. I am employed as a Case Manager by CPT Group, Inc. (“CPT Group”), the Claims Administrator, in the above-entitled action. My business address is 50 Corporate Park, Irvine, California 92606. I am over twenty-one (21) years of age and authorized to make this declaration on behalf of CPT Group.

2. CPT Group has extensive experience in providing notice of class actions and administering class action settlements. For over thirty (30) years, we have provided notification and/or settlement administration services in over one thousand class action cases.

3. CPT was selected by both parties to provide notice of the settlement and process exclusions in this action. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, included but not limited to: (a) printing, translating, distributing, and tracking documents for this Settlement; (b) calculating estimated amounts per Class Member; (c) tax reporting; (d) distributing the appropriate settlement amounts; (e) providing necessary reports and declarations; and (f) performing other duties and responsibilities set forth in the Settlement Agreement to process the settlement, and as requested by the Parties.

4. A toll-free telephone number was included in the Notice of Class Action Settlement and Claim Form (collectively, known as the “Notice Packet”) for the purpose of allowing the Class Members to call CPT Group and to make inquiries regarding the Settlement. The system is accessible twenty-four (24) hours a day, seven (7) days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Notice Packet was 1-888-764-6167.

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NOTIFICATION TO THE CLASS

5. On February 4, 2025, CPT Group received the Court-approved Notice Packet. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of a 5-page English and 5-page Spanish Notice of Class Action Settlement. CPT received approval from the Parties and a sufficient number of Notice Packets were printed according to the anticipated class size. Attached hereto as Exhibit "A" is a true and correct copy of the Notice Packet.

6. On February 18, 2025, Defendant provided the Class List to CPT Group. The Class List was formatted in a readable Microsoft Office Excel spreadsheet and included each Class Member's: (a) full name; (b) most recent mailing address and telephone number; (c) Social Security Number; (d) total workweeks and pay periods; and (e) other relevant information needed to calculate their settlement payments ("Class List"). The Class List contained information for (628) Class Members, of which (454) are also PAGA Class Members.

7. Following the receipt of the Class List, CPT Group performed a National Change of Address Database ("NCOA") check for information to update and correct any known or identifiable address changes. CPT Group was able to update (57) addresses through this process.

8. On March 30, 2025, CPT Group mailed Notice Packets to (628) Class Members via regular First-Class U.S. Mail. The Notice Packets advised Class Members that the Response Deadline is May 5, 2025.

9. On April 21, 2025, CPT Group mailed reminder postcards to Class Members which contained the Document Receipt Deadline, how to object, and how to exclude oneself from a release of the class claims.

10. If any Notice Packets were returned to CPT Group as non-deliverable on or before the Response Deadline, CPT Group promptly sent the Notice Packets via regular First-Class U.S. Mail to the forwarding address affixed thereto, and CPT Group indicated the date of such remailing on the Notice Packet. If no forwarding address was provided, within five (5) days after the return of the Notice Packet, CPT Group attempted to determine the correct address using a skip-trace and performed a single remailing to the address determined by using the skip-trace.

11. As of the date of this signed declaration, (9) Notice Packets were returned to

CPT Group by the Post Office as undeliverable. As a result of a forwarding address, skip trace efforts and Class Member requests, a total of (12) Notice Packets were re-mailed to Class Members. Ultimately, (2) Notice Packet remains undeliverable because CPT Group was unable to locate a better address.

REQUESTS FOR EXCLUSION, DISPUTES, AND NOTICES OF OBJECTION

12. As of the date of this signed declaration, CPT Group has not received any Requests for Exclusion from the Settlement.

13. As of the date of this signed declaration, CPT Group has received (1) written dispute from a class member disputing his workweeks and pay periods. CPT has provided the supporting documents to defense counsel who is currently reviewing against the defendant's employment records.

14. As of the date of this signed declaration, CPT Group has not received any Notices of Objection to the Settlement.

BREAKDOWN OF THE NET SETTLEMENT AMOUNT

15. Pursuant to the Settlement Agreement, the Individual PAGA Settlement Payments will be made to all Class Members, including individuals who Request Exclusion from the Settlement if they are PAGA Class Members.

16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the settlement payment amount for each Participating Class Member. The Net Settlement Amount is calculated as set forth below:

Maximum Settlement Amount:	\$1,950,000.00
Less Attorneys' Fees (Requested)	-\$682,500.00
Less Litigation Costs (Requested)	-\$40,000.00
Less Class Representative Enhancement Payment (Requested)	-\$10,000.00
LWDA Payment	-\$37,500.00
Less Administration Costs	-\$12,750.00
<u>Less PAGA Payment</u>	<u>-\$12,500.00</u>
Net Settlement Amount	\$1,154,750.00

17. As of the date of this signed declaration, the *average* Individual Settlement Payment is approximately \$1,838.77, and the *highest* Individual Settlement Payment is about

1 \$4,614.09, prior to the deduction of taxes.

2 18. As of the date of this signed declaration, the *average* PAGA Payment is
3 approximately \$27.53, and the *highest* PAGA Payment is about \$48.53. These figures may change
4 if CPT Group receives any additional timely postmarked responses.

5 19. Defendant's portion of payroll taxes as the Class Members' current or former
6 employer will be paid separately and apart from the Maximum Settlement Amount.

7 **ADMINISTRATION COSTS**

8 20. CPT Group's total costs for services in connection with the administration of
9 the Settlement, including fees incurred and anticipated future costs for completion of the
10 administration, are \$12,750.00. CPT Group's work will continue with the calculation of the
11 settlement checks, issuing and mailing of those settlement checks, conducting the necessary tax
12 reporting, and preparing declarations of distribution of funds.

13 I declare that under the penalty of perjury under the laws of California the foregoing is true
14 and correct. Executed this 28th day of April 2025 in Irvine, California.

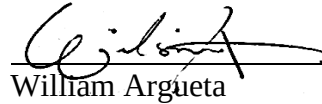
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17 William Argueta

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY MADERA

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

CHANTHA SVAY, on behalf of himself, putative class members, and all others similarly situated, Plaintiff, vs. CERTAINTEED LLC, a limited liability corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: MCV089326 Judge: Hon. Michael J. Jurkovich Department: 44 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

You are receiving this notice because the records of CertainTeed LLC (“CertainTeed or “Defendants”) indicate that you are a current or former employee who worked for CertainTeed within the State of California during the time period of August 6, 2018 through May 30, 2024 who was classified as non-exempt from overtime pay (the “Class”). As a result, you are eligible to receive a portion of a settlement that has been reached in the case entitled *Chantha Svay v. CertainTeed LLC*, (Case No. MCV093066) (the “Action”). This is not a notice of a lawsuit against you. **You are not being sued.**

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS LAWSUIT ABOUT?

On January 31, 2023, a person who formerly provided work for Defendants filed a lawsuit in which he alleged violations of California wage-and-hour laws on a representative class-wide basis as to all current and former employees in California who were classified as non-exempt from overtime pay, including: (1) failure to pay lawful wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to timely pay wages at termination; (5) failure to provide accurate wage statements; and (6) unfair competition. On April 27, 2023, that same individual filed a separate action to seek civil penalties under the Private Attorneys General Act of 2004. Those two actions together are referred to as “The Action”. The individual who is suing Defendants is referred to in this document as “Plaintiff.” The Action was litigated in State and Federal Court prior to this Settlement.

Defendants deny each and all of the claims and allegations made by the Named Plaintiff. Defendants contend that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to

provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants has agreed to pay \$1,950,000.00 to resolve the matter, and Class Members will be eligible to claim a portion of this amount. This settlement is not an admission by Defendants or their affiliates of any liability.

III. WHO IS INCLUDED IN THIS ACTION?

All persons who work or worked as non-exempt employees employed by CertainTeed in California at any time between August 6, 2018 and May 30, 2024 (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$1,950,000.00: **(1)** Plaintiff’s counsel’s attorneys’ fees, up to \$682,500.00; **(2)** Plaintiff’s counsel’s costs, up to \$40,000.00; **(3)** the expenses of administering the Settlement, up to the amount of \$12,750.00; **(4)** an enhancement award of \$10,000.00 for Plaintiff; **(5)** a payment of \$37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$50,000.00 allocated to the Settlement of Plaintiff’s claim for penalties under PAGA; and **(6)** \$12,500.00 to PAGA Group Members, representing 25% of the \$50,000.00 allocated to the Settlement of Plaintiff’s claim for penalties under PAGA. The remainder of the \$1,950,000.00 will be available to make individual Settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Class Member worked for Defendant in California in a non-exempt job position during the Class Period. A “qualified pay period” is any week in which a Class Member worked for Defendant in California in a non-exempt job position during the PAGA Period, which is February 13, 2022 through May 30, 2024. If you do not opt out of the Settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Defendant during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

According to Defendant’s records, you worked «Workweeks» qualified weeks and «PAGAPeriods» qualifying pay periods. Your estimated individual settlement payment is: «SettAmt».

If you dispute the number of qualifying workweeks or qualifying pay periods, you must produce any available supporting evidence to the Settlement Administrator of the date that you contend that you worked between during the Class Period by no later than May 5, 2025 (45 days after the class notice is mailed). The Settlement Administrator will evaluate the evidence and make the decision as to which dates should be applied.

D. If the Court grants final approval of the Settlement Agreement and you do not opt out of the Settlement, then you will release CertainTeed LLC and all of CertainTeed LLC’s current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, affiliates, divisions,

and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors (the "Released Parties"), from any and all causes of action, claims and/or legal theories that were alleged in the Action, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the Amended Complaint, including but not limited to claims for: failure to provide proper meal periods; failure to provide proper rest periods; failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; failure to reimburse for all necessary expenditures or losses; failure to pay all wages timely at the time of termination and/or during employment; failure to provide complete, accurate or properly formatted wage statements; failure to maintain accurate records of hours worked and meal periods; failure to provide sick pay and failure to provide information pertaining to sick pay balances, amount of sick pay available for use, and/or payments on wage statements; unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (collectively, the "Released Class Claims"). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint against the Released Parties for the time period from the beginning of time up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

You will also release claims for civil penalties pursuant to the Private Attorneys General Act of 2004 against the Released Parties irrespective of whether you opt out of the Settlement, including all causes of action, claims, and/or legal theories for civil penalties, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the operative complaints in the Action, including but not limited to claims for: failure to provide proper meal periods; failure to provide proper rest periods; failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; failure to reimburse for all necessary expenditures or losses; failure to pay all wages timely at the time of termination and/or during employment; failure to provide suitable seats; failure to provide complete, accurate or properly formatted wage statements; failure to provide sick pay and failure to provide information pertaining to sick pay balances, amount of sick pay available for use, and/or payments on wage statements; any other claims for civil penalties under the wage and hour laws pleaded in the Action or that are based on the same predicate facts or primary rights associated with such laws; and all civil penalties and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$1,950,000.00 Settlement and be bound by the release of all Class Claims described above.* There is no action required by you if you want to accept your share of the Settlement, unless you need to report a change of address. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is

issued. After those one hundred eighty (180) days expire, the check will become void. You will still be bound by the settlement even if you don't cash your settlement check. Unclaimed funds will be sent to the California State Controller's Office Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member to whom the funds were distributed.

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than May 5, 2025 (45 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, *Svay v. CertainTeed, LLC*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. In order to be considered valid, your request for exclusion **must** be timely sent and **must** include your name, your address, a request for exclusion, and your signature.

C. You may object to the Settlement. The procedures for objecting to the Settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the Settlement and will issue you a check.

B. 25% of your share of the Settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining 75% of your share of the Settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the Settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on May 20, 2025, at 8:30 a.m., in Department 44 of the Madera County Superior Court, located at the 200 South G Street, Madera, CA 93637 to decide whether or not the proposed Settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the Settlement of *Svay v. CertainTeed LLC*, Case No. MCV089326. Be sure to include the case name and case number (as shown in the preceding sentence), your name, your address, the specific reasons you object to the terms of the Settlement, and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. To make a written objection, you must mail the objection to the address listed below postmarked or faxed to (949) 419-3446 on or before May 5, 2025 (45 days after mailing this notice). Even if you fail to timely submit a written objection to the Settlement Administrator, you may appear at the Final Approval Hearing to object to the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the Settlement Agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case numbers MCV089326 and 1:23-cv-00775-KES. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the Superior Court, located at 200 South G Street, Madera, CA 93637.

If you have any questions, you can call the Claims Administrator at 1-888-764-6167 or any of Class Counsel (see below for phone numbers.) PLEASE DO NOT CALL THE COURT OR DEFENDANTS REGARDING THIS SETTLEMENT.

<u>Class Counsel:</u> WILSHIRE LAW FIRM Justin F. Marquez justin@wilshirelawfirm.com Benjamin H. Haber, benjamin@wilshirelawfirm.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, CA 90010 Telephone: 213-784-3830 Facsimile: 213-381-9989	<u>Counsel for CertainTeed LLC.</u> OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. EVAN R. MOSES, CA Bar No. 198099 evan.moses@ogletree.com MELIS ATALAY, CA Bar No. 301373 melis.atalay@ogletree.com DANIEL N. ROJAS, CA Bar No. 326115 daniel.rojas@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045
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CORTE SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE MADERA

AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA

POR FAVOR LEA CUIDADOSAMENTE YA QUE ESTE
AVISO PUEDE AFECTAR SUS DERECHOS

CHANTHA SVAY, en nombre de sí mismo, los miembros de la clase putativos, y todos los demás situados de manera similar, Demandante, vs. CERTAINTEED LLC, una corporación de responsabilidad limitada; y OTROS 1 al 10, inclusivos, Demandados.	Caso No.: MCV089326 Juez: Hon. Michael J. Jurkovich Departamento: 44 AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA
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I. ¿POR QUÉ RECIBÍ ESTE AVISO?

Usted está recibiendo este aviso porque los registros de CertainTeed LLC (“CertainTeed” o “Demandados”) indican que usted es un empleado actual o anterior que trabajó para CertainTeed dentro del Estado de California durante el período de tiempo desde el 6 de agosto del 2018 hasta el 30 de mayo del 2024 que fue clasificado como no exento del pago de las horas extras (la “Clase”). Como resultado, usted es elegible para recibir una porción de un acuerdo que se ha acordado en el caso titulado *Chantha Svay v. CertainTeed LLC*, (Caso No. MCV093066) (la “Demanda”). Esto no es un aviso de una demanda en contra de usted. **Usted no ha sido demandado.**

La Corte ha ordenado que se le envíe este aviso porque los registros de los Demandados indican que usted es miembro de la Clase. El propósito de este aviso es informarle del Acuerdo propuesto de la Demanda. El aviso también tiene la intención de (i) describir el Acuerdo, incluyendo cómo se asignará el dinero del Acuerdo y cómo el Acuerdo puede afectarlo, y (ii) informarle sobre sus derechos y opciones con respecto al Acuerdo.

II. ¿DE QUÉ SE TRATA ESTA DEMANDA?

El 31 de enero de 2023, una persona que anteriormente proporcionaba trabajo para los Demandados presentó una demanda en la que alegaba violaciones de las leyes de salarios y horarios de California sobre una base representativa de toda la clase en cuanto a todos los empleados actuales y anteriores en California que fueron clasificados como no exentos del pago de las horas extras, incluyendo: (1) no pagar los salarios legales incluyendo las horas extras; (2) no proporcionar los períodos de comida; (3) no proporcionar los períodos de descanso; (4) no pagar oportunamente los salarios a la terminación; (5) no proporcionar las declaraciones salariales precisas; y (6) competencia desleal. El 27 de abril del 2023, ese mismo individuo presentó una demanda separada para solicitar sanciones civiles conforme a la Ley General de Abogados Privados de 2004. Estas dos demandas se conocen conjuntamente como “la Demanda.” El individuo que demanda a los Demandados se conoce en este documento como “Demandante.” La Demanda fue litigada en la Corte Estatal y Federal antes de este Acuerdo.

Los Demandados niegan cada uno y todos los reclamos y alegaciones hechos por el Demandante Nombrado. Los Demandados sostienen que a los miembros de la Clase se les ha pagado todo el dinero que se les debía, mantienen que en todo momento han cumplido con las leyes de salarios y horarios de California,

y niegan firmemente cualquier mala conducta alegada por el Demandante.

La Corte no ha decidido si las alegaciones del Demandante tienen algún mérito. Sin embargo, para el propósito de evitar el tiempo y los gastos de más litigios, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, el Demandante y los Demandados han negociado un acuerdo por el cual los Demandados han acordado pagar \$1,950,000.00 para resolver el asunto, y los Miembros de la Clase serán elegibles para reclamar una porción de esta cantidad. Este acuerdo no es una admisión por parte de los Demandados o sus afiliados de ninguna responsabilidad.

III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA?

Todas las personas que trabajan o trabajaron como empleados no exentos contratados por CertainTeed en California en cualquier momento entre el 6 de agosto del 2018 y el 30 de mayo del 2024 (el “Período de la Clase”).

IV. ¿QUÉ OFRECE EL ACUERDO PROPUESTO?

Según los términos del Acuerdo propuesto por las partes, lo siguiente ocurrirá si el Acuerdo recibe la aprobación final de la Corte:

A. Los Demandados pagarán Un Millón Novecientos Cincuenta Mil Dólares y Cero Centavos (\$1,950,000.00) para resolver los reclamos de todos los Miembros de la Clase.

B. Un administrador de reclamos ha sido designado por la Corte para administrar el Acuerdo. El administrador de reclamos pagará de los \$1,950,000.00: **(1)** los honorarios de abogados de los abogados del Demandante, hasta \$682,500.00; **(2)** los costos de abogados del Demandante, hasta \$40,000.00; **(3)** los gastos de administrar el Acuerdo, hasta la cantidad de \$12,750.00; **(4)** una adjudicación de mejora de \$10,000.00 para el Demandante; **(5)** un pago de \$37,500.00 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California, que representa el 75% de los \$50,000.00 asignados al Acuerdo del reclamo del Demandante por sanciones conforme a PAGA; y **(6)** \$12,500.00 a los Miembros del Grupo de PAGA, lo que representa el 25% de los \$50,000.00 asignados al Acuerdo del reclamo del Demandante por sanciones conforme a PAGA. El resto de los \$1,950,000.00 estará disponible para realizar pagos individuales del Acuerdo a los Miembros de la Clase.

C. La cantidad que se distribuirá a los Miembros de la Clase se dividirá entre todos los Miembros de la Clase. La cantidad de dinero que usted recibirá se basará en la cantidad total que se distribuirá a los Miembros de la Clase, después de deducir las cantidades descritas en el párrafo IV.B, anterior, dividida por el número de semanas calificadas agregadas trabajadas por todos los Miembros de la Clase durante el Período de la Clase para producir un “Valor del Acuerdo de Semana.” Una “semana calificada” es cualquier semana en la que un Miembro de la Clase trabajó para el Demandado en California en una posición de trabajo no exenta durante el Período de la Clase. Un “período de pago calificado” es cualquier semana en la que un Miembro de la Clase trabajó para el Demandado en California en una posición de trabajo no exenta durante el Período de PAGA, que es desde el 13 de febrero del 2022 hasta el 30 de mayo del 2024. Si no opta por excluirse del Acuerdo, usted será elegible para recibir un pago del acuerdo en la cantidad del número total de semanas calificadas que trabajó para el Demandado durante el Período de la Clase multiplicado por el Valor del Acuerdo de Semana, menos las retenciones aplicables.

Según los registros del Demandado, usted trabajó «Workweeks» semanas calificadas y «PAGAPeriods» períodos de pago calificados. Su pago individual del acuerdo estimado es: «SettAmt».

Si usted disputa el número de semanas de trabajo calificadas o períodos de pago calificados, usted debe presentar cualquier prueba de apoyo disponible al Administrador del Acuerdo de la fecha que usted sostiene que trabajó entre durante el Período de la Clase a no más tardar del 5 de mayo del 2025 (45 días después de que se envíe por correo el aviso de la clase). El Administrador del Acuerdo evaluará las pruebas y tomará la decisión sobre las fechas que deben aplicarse.

D. Si la Corte concede la aprobación final de la Resolución del Acuerdo y usted no opta por excluirse del Acuerdo, entonces usted liberará a CertainTeed LLC y a todas las actuales o anteriores compañías matrices, compañías subsidiarias y/o compañías relacionadas, sociedades, empresas conjuntas, afiliadas, divisiones y/o agencias de personal de CertainTeed LLC y, con respecto a cada una de ellas, a todos sus y/o a los predecesores y sucesores de dichas entidades relacionadas y, con respecto a cada una de dichas entidades, todos sus empleados, directivos, socios, mandantes, directores, accionistas, administradores, propietarios, representantes, cesionarios, abogados, agentes, aseguradores, programas de beneficios para empleados (y los fideicomisarios, administradores, fiduciarios y aseguradores de dichos programas), inversores y cualquiera otra persona que actúe por, a través de, bajo, o en conjunto con cualquiera de las personas o entidades mencionadas en el presente documento, y sus sucesores (las “Partes Liberadas”), de cualquier y todas las causas de acción, reclamaciones y/o teorías legales que fueron alegadas en la Acción, tanto potenciales como reales, que fueron alegadas o razonablemente podrían haber sido alegadas basándose en los hechos y teorías de la Demanda Enmendada, incluyendo pero no limitado a los reclamos por: no proporcionar los períodos de comida adecuados; no proporcionar los períodos de descanso adecuados; no pagar los salarios adeudados, incluyendo pero no limitado a los salarios mínimos, salarios de tiempo regular, salarios de las horas extras, pago de vacaciones, pago por enfermedad, primas de los períodos de comida, primas de los períodos de descanso, salarios del tiempo de reporte, diferenciales divididos, y bonos; no reembolsar todos los gastos o pérdidas necesarias; no pagar todos los salarios oportunamente en el momento de la terminación y/o durante el empleo; no proporcionar las declaraciones salariales completas, precisas o con el formato adecuado; no mantener los registros precisos de las horas trabajadas y los períodos de comida; no proporcionar el pago por enfermedad y no proporcionar información relacionada con los saldos del pago por enfermedad, la cantidad del pago por enfermedad disponible para su uso y/o los pagos en las declaraciones salariales; prácticas comerciales desleales que podrían haberse basado en los reclamos, causas de acción o teorías legales de desagravio descritas anteriormente o en cualquiera de los reclamos, causas de acción o teorías legales de desagravio alegadas en la demanda operativa; todos los reclamos conforme a la Ley General de Abogados Privados del Código Laboral de California del 2004 que podrían haberse basado en los reclamos, causas de acción o teorías legales descritas anteriormente o en cualquiera de los reclamos, causas de acción o teorías legales de compensación alegadas en la demanda operativa (colectivamente, los “Reclamos Liberados de la Clase”). Los Reclamos Liberados de la Clase incluyen todos los reclamos o no reclamados daños y perjuicios, restitución, intereses, costos y honorarios, medidas cautelares o equitativas compensatorias, consecuentes, incidentales, liquidados, punitivos y ejemplares, y cualquier otra compensación disponible por ley o equidad supuestamente debida o disponible para la Clase que surja o se derive razonablemente de la Demanda en contra de las Partes Liberadas por el período de tiempo desde el comienzo del tiempo hasta e incluyendo la última fecha del Período de la Clase. Usted estará prohibido de presentar cualquiera de los Reclamos Liberados de la Clase en contra de las Partes Liberadas.

Usted también liberará los reclamos por sanciones civiles de conformidad con la Ley General de Abogados Privados del 2004 en contra de las Partes Liberadas sin importar si usted opta por excluirse del Acuerdo, incluyendo todas las causas de acción, reclamos, y/o teorías legales por sanciones civiles, tanto potenciales como reales, que fueron alegadas o razonablemente podrían haber sido alegadas sobre la base de los hechos y teorías de las quejas operativas en la Demanda, incluyendo pero no limitado a los reclamos por: no proporcionar los períodos de comida adecuados; no proporcionar los períodos de descanso adecuados; no pagar los salarios adeudados, incluyendo pero no limitado a los salarios mínimos, salarios de tiempo regular, salarios de las horas extras, pago de vacaciones, pago por enfermedad, primas de los períodos de comida, primas de los períodos de descanso, salarios del tiempo de reporte, diferenciales divididos, y bonos; no

reembolsar todos los gastos o pérdidas necesarias; no pagar todos los salarios oportunamente en el momento de la terminación y/o durante el empleo; no proporcionar los asientos adecuados; no proporcionar las declaraciones salariales completas, precisas o con el formato adecuado; no mantener los registros precisos de las horas trabajadas y los períodos de comida; no proporcionar el pago por enfermedad y no proporcionar información relacionada con los saldos del pago por enfermedad, la cantidad del pago por enfermedad disponible para su uso y/o los pagos en las declaraciones salariales; cualquier otra reclamo de sanciones civiles conforme a las leyes de salarios y horarios alegados en la Demanda o que se basen en los mismos hechos predichos o derechos primarios asociados con dichas leyes; y todas las sanciones civiles y otras cantidades recuperables conforme a dichas causas de acción bajo la ley de California, en la medida permitida, incluyendo pero no limitado al Código Laboral de California y las Órdenes Salariales aplicables.

V. ¿CUÁLES SON MIS OPCIONES?

A. *Usted puede aceptar su parte del Acuerdo de \$1,950,000.00 y estar obligado por la liberación de todos los Reclamos de la Clase descritos anteriormente.* No es necesario que realice ninguna acción si desea aceptar su parte del Acuerdo, a menos de que necesite informar un cambio de dirección. Las adjudicaciones del Acuerdo se pagarán mediante un cheque una vez que la Corte haya concedido la aprobación final del Acuerdo. Los cheques se enviarán por correo por el administrador de reclamos. Su cheque seguirá siendo válido y negociable durante ciento ochenta (180) días a partir de la fecha en que se emita. Después de que esos ciento ochenta (180) días hayan vencido, el cheque será. Usted seguirá estando obligado por el acuerdo aunque no cobre su cheque del acuerdo. Los fondos no reclamados se enviarán al Fondo de Propiedad No Reclamada de la Oficina del Controlador del Estado de California en nombre del Miembro de la Clase y/o Miembro del Grupo de PAGA a quien se le distribuyeron los fondos.

B. *Usted puede excluirse del acuerdo, en cuyo caso no recibirá su parte del acuerdo y no estará obligado por el acuerdo.* Si usted decide excluirse, a no más tardar del 5 de mayo del 2025 (45 días naturales después del envío por correo de este Aviso), usted debe enviar una solicitud de exclusión por escrito, por correo, al administrador de reclamos, Svay v. CertainTeed, LLC, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Para que se considere válida, su solicitud de exclusión debe enviarse oportunamente y debe incluir su nombre, su dirección, una solicitud de exclusión y su firma.

C. *Usted puede objetar al Acuerdo.* Los procedimientos para objetar al Acuerdo se describen a continuación, en la Sección VIII de esta forma.

VI. ¿CUÁLES SON LOS PROCEDIMIENTOS PARA EL PAGO?

A. El administrador de reclamos calculará su parte del Acuerdo y le emitirá un cheque.

B. El 25% de su parte del Acuerdo se considerará como salarios de los que se deducirán las retenciones fiscales ordinarias. No se harán retenciones fiscales del 75% restante de su parte del Acuerdo. Usted recibirá formas fiscales del IRS para cada una de estas cantidades. Usted es responsable de pagar la cantidad correcta de impuestos sobre cada porción de su parte del Acuerdo.

C. Es importante que las partes tengan su dirección actual para que puedan enviarle otros correos relacionados con la Demanda. Usted debe comunicarse con el administrador de reclamos para reportar cualquier cambio en su dirección después de recibir este Aviso. Si no notifica un cambio de dirección, es posible que no reciba su parte del dinero del Acuerdo.

VII. AUDIENCIA SOBRE EL ACUERDO PROPUESTO

Una audiencia de equidad final se llevará a cabo ante la Corte el 20 de mayo de 2025, a las 8:30 a.m., en el Departamento 44 de la Corte Superior del Condado de Madera, ubicada en 200 South G Street, Madera,

CA 93637 para decidir si el Acuerdo propuesto es justo, razonable y adecuado. La Corte puede aplazar o continuar la audiencia sin previo aviso.

Usted no está obligado a asistir a la audiencia. Los abogados del Demandante y de la Clase contestarán cualquier pregunta que la Corte pueda tener. Sin embargo, usted es bienvenido a asistir a la audiencia por su propia cuenta.

VIII. PROCEDIMIENTOS PARA OBJETAR AL ACUERDO

Si usted no cree que el Acuerdo es justo, usted puede objetar al Acuerdo y decirle a la Corte que usted no está de acuerdo con el Acuerdo o con alguna parte del mismo. La Corte considerará sus puntos de vista. Para objetar, usted debe enviar una carta, que usted debe firmar, indicando que objeta el Acuerdo de Svay c. CertainTeed LLC, Caso No. MCV089326. Asegúrese de incluir el nombre y el número del caso (como se indica en la oración anterior), su nombre, su dirección, las razones específicas por las que se opone a los términos del Acuerdo y su firma. Si usted desea hablar en la Audiencia de Aprobación Final, usted también debe indicar en su carta de objeción que tiene la intención de comparecer en la Audiencia de Aprobación Final. Para presentar una objeción por escrito, usted debe enviar por correo la objeción a la dirección que se indica a continuación, con el sello postal o por fax al (949) 419-3446 en o antes del 5 de mayo del 2025 (45 días después del envío por correo de este aviso). Incluso si no presenta oportunamente una objeción por escrito al Administrador del Acuerdo, usted puede comparecer en la Audiencia de Aprobación Final para objetar al Acuerdo.

IX. EXAMINACIÓN DE LOS DOCUMENTOS Y PREGUNTAS DE LA CORTE

Este Aviso resume el Acuerdo. Para obtener información más detallada, usted puede ver una copia completa de la Resolución del Acuerdo, y cualquier documento presentado en la Demanda, que se encuentran archivados con el Secretario de la Corte, números de caso MCV089326 y 1:23-cv-00775-KES. Las alegaciones y todos los demás registros de este litigio pueden ser examinados inspeccionando el expediente de la Corte en la Corte Superior, ubicada en 200 South G Street, Madera, CA 93637.

Si usted tiene alguna pregunta, usted puede llamar al Administrador de Reclamos al 1-888-764-6167 o a cualquiera de los Abogados de la Clase (ver a continuación los números de teléfono.) POR FAVOR NO LLAME A LA CORTE O A LOS DEMANDADOS CON RESPECTO A ESTE ACUERDO.

Abogados de la Clase: WILSHIRE LAW FIRM Justin F. Marquez justin@wilshirelawfirm.com Benjamin H. Haber, benjamin@wilshirelawfirm.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12 th Floor Los Angeles, CA 90010 Teléfono: 213-784-3830 Facsímil: 213-381-9989	Abogados de CertainTeed LLC. OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. EVAN R. MOSES, CA Bar No. 198099 evan.moses@ogletree.com MELIS ATALAY, CA Bar No. 301373 melis.atalay@ogletree.com DANIEL N. ROJAS, CA Bar No. 326115 daniel.rojas@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045
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Svay v. Certaineed, LLC, et al.
MCV093066

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On April 28, 2025, I served the **DECLARATION OF WILLIAM ARGUETA REGARDING NOTICE AND CLAIMS ADMINISTRATION**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Evan R. Moses (SBN 198099)
Evan.Moses@ogletreedeakins.com
 Melis Atalay (SBN 301373)
melis.atalay@ogletree.com
 Daniel Rojas (SBN 326115)
daniel.rojas@ogletreedeakins.com
OGLETREE DEAKINS, NASH, SMOAK, & STEWART
 400 South Hope Street, Suite 1200
 Los Angeles, CA 90071
 Telephone: (213) 239-9805

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 28, 2025, at Los Angeles, California.


Rebecca Padilla