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

JUAN PABLO RAMIREZ PELAYO,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

NATIONS ROOF WEST, LLC, a Delaware
limited liability company,

Defendant.

Case No. 23CECG01236

CLASS ACTION

**SEAN RAUCH'S DECLARATION IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with: Notice of Renewed
Motion and Renewed Motion; Memorandum
of Points and Authorities; Declaration of
John G. Yslas; Declaration of Bennett
Berger; Declaration of Juan Pablo Ramirez;
and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: December 12, 2024

Time: 3:27 p.m.

Dept.: 502

Complaint Filed: April 3, 2023

Trial date: None Set

I, Sean Rauch, declare as follows:

2. Upon hire, an individual's information is entered into Defendant's payroll system and they are assigned an employee number. Even after separation of employment, an individual's information will remain in the payroll system so that we can obtain information regarding that individual's date of hire, hours of work, earnings, and last day worked. Accordingly, we have the ability to accurately identify current and former employees from our payroll records.

3. As the President of Nations Roof West, LLC, I have access to Defendant's payroll system. I have reviewed information from Defendant's payroll system as to individuals employed on an hourly basis at any time between April 3, 2019 and April 26, 2024, which I understand is the definition of the Class Members that are included in the proposed settlement. Based on the information in our payroll system that I reviewed, I have confirmed that there are 187 Class Members.

4. During the class period, Nations Roof West, LLC has had in effect a Collective Bargaining Agreement that governed the terms and conditions of the Class Members' employment. This Collective Bargaining Agreement, and its stated policies and practices, applied to all Class Members. The CBAs in effect during the class period govern such terms and conditions of employment as meal periods and rest breaks, payment of wages, tools and classification. Defendant's position is, and through this litigation has been, that the wages, including overtime, meal period and rest break provisions of the CBA govern the terms and conditions of Class Members' employment rather than the California Labor Code.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct.

3 Executed on _____, at Fresno, CA _____.

4 Sean Rauch

Digitally signed by Sean Rauch
DN: E=srauch@nationsroof.com,
CN=Sean Rauch, OU=Users,
OU=Nations Roof West, OU=Nations
Roof, DC=root, DC=local
Date: 2024.09.03 05:03:55-07'00'

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6 Sean Rauch