SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CARLOS JIMENEZ and JUAN PINZON, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

vs.

ROOFLINE, INC. dba ROOFLINE SUPPLY & DELIVERY, an Oregon corporation; SRS DISTRIBUTION INC., a Delaware corporation; J. B. WHOLESALE ROOFING AND BUILDING SUPPLIES, INC., a California corporation; BUILDERS SUPPLY LOGISTICS, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2023-00333516-CU-OE-GDS

Assigned to the Hon. Jill H. Talley

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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I. INTRODUCTION

This Class Action and PAGA Settlement Agreement (hereinafter "Settlement Agreement") is made by and between Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno, Juan Munoz, Albert Guazon, and Ernesto Lainez (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, and Defendants Roofline, Inc., SRS Distribution, Inc., J.B. Wholesale Roofing and Building Supplies, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. (collectively, "Defendants") (collectively with Plaintiffs, the "Parties"), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties' class action and PAGA settlement to resolve all claims as detailed below. The Parties agree that the consideration described herein constitute adequate consideration for the Settlement and releases described herein.

II. DEFINITIONS

1. "Action" means the lawsuit captioned *Jimenez et al. v. Roofline, Inc. at al.*, Case No. 34-2023-00333516-CU-OE-GDS, initiated on January 23, 2023, and pending in Superior Court of the State of California, County of Sacramento.

2. "Class Counsel" or "Plaintiffs' Counsel" means Raúl Pérez of Capstone Law APC; Paul Haines of Haines Law Group APC; and Ronald H. Bae of Aequitas Legal Group.

3. "Class Member" or "Settlement Class Member" means: (a) all California non-exempt employees of Roofline, Inc. and J.B. Wholesale Roofing and Building Supplies, Inc. who worked at any time between June 29, 2021 through and including the Date of Preliminary Approval ("Roofline Class Members"); and (b) all California non-exempt employees of Heritage Landscape Supply Group, Inc., SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. who worked at any time between February 21, 2019 through and including the Date of Preliminary Approval ("Heritage Class Members").

4. "Class Period" means the period commencing on: (a) June 29, 2021 through and including the Date of Preliminary Approval for Roofline Class Members; and (b) February 21, 2019 through and including the Date of Preliminary Approval for Heritage Class Members.

5. "Class Representatives" means Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno, Juan Munoz, Albert Guazon, and Ernesto Lainez, who are to be designated as the Class Representatives for settlement purposes subject to Court approval.

6. "Complaint" means the Second Amended Complaint in this Action.

7. "Court" means the Superior Court of California, County of Sacramento.

8. "Date of Preliminary Approval" means the date the Court approves this Settlement Agreement, and the exhibits thereto, and enters an Order providing for notice to the Class Members, an opportunity to opt-out of being a Participating Class Member, an opportunity to submit timely objections to the settlement, and setting a hearing for Final Approval of the Settlement, including approval of attorneys' fees and costs.

9. "Defendants' Counsel" means Morgan, Lewis & Bockius LLP.

10. "Deficient Opt-Out" means a Class Member has submitted a Deficient Request for Exclusion and has failed to cure its deficiencies within the time required by this Settlement Agreement.

11. "Deficient Request for Exclusion" means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

12. "Final Approval" means the date on which the Court enters the Final Approval Order.

13. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

14. "Final Approval Order" means the Court's order approving the Settlement after the Final Approval Hearing.

15. "Gross Settlement Amount" is the sum of One Million Three Hundred Thousand Dollars ($1,300,000), which represents the maximum amount payable in this Settlement by Defendants, and includes all attorneys' fees, actual litigation costs and expenses, Settlement Administration Expenses, Incentive Payments to the Class Representatives, LWDA PAGA Amount, PAGA Member

Payment, Settlement Class Payment, and all taxes except the employer's share of payroll taxes, including the employer FICA, FUTA, and SDI contributions.

16. "Incentive Payments" means the incentive payments in amounts not to exceed $10,000 to each Class Representative.

17. "Judgment" means the judgment entered by the Court based upon the Final Approval.

18. "Late Request for Exclusion" means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Notice Period.

19. "LWDA" means the California Labor and Workforce Development Agency.

20. "LWDA PAGA Amount" is the 75% share of the $80,000 (or $60,000) allocated from the Gross Settlement Amount for PAGA penalties that will be paid to the LWDA.

21. "Named Plaintiffs" means Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno, Juan Munoz, Albert Guazon, and Ernesto Lainez.

22. "Net Settlement Amount" is the portion of the Gross Settlement Amount eligible for distribution to Participating Class Members. It equals the Gross Settlement amount less Class Counsel's attorneys' fees and actual litigation costs and expenses as ordered to be paid by this Court, Settlement Administration Expenses, Incentive Payments to the Class Representatives, LWDA PAGA Amount, PAGA Member Payment, and all taxes except the employer's share of payroll taxes (including the employer FICA, FUTA, and SDI contributions).

23. "Notice Period" shall mean the period of sixty (60) calendar days following the mailing of the Notice of Settlement by the Settlement Administrator. If the 60th day falls on a Sunday or holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.

24. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

25. "PAGA Member" means all California non-exempt employees of Roofline, Inc., J.B. Wholesale Roofing and Building Supplies, Inc., Heritage Landscape Supply Group, Inc., SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. who worked between December 8, 2021 through and including the Date of Preliminary Approval.

26. "PAGA Member Payment" is the 25% share of the $80,000 (or $20,000) allocated from the Gross Settlement Amount for PAGA penalties that will be paid to the PAGA Members.

27. "PAGA Period" means the period commencing on December 8, 2021 through and including the Date of Preliminary Approval.

28. "Participating Class Member" means any Class Member who does not opt out of the Settlement or who opts out but subsequently rescinds the opt-out in a timely manner.

29. "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

30. "Released Parties" means Defendants and their predecessors, successors and assigns, current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and current and former officers, directors, shareholders, employees, agents, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs).

31. "Request for Exclusion" means a signed request from a Class Member to be excluded from the non-PAGA portions of this Settlement.

32. "Settlement Administration Expenses" are those expenses incurred by the Settlement Administrator in effectuating the Settlement, which are estimated to be Fifteen Thousand Dollars ($15,000).

33. "Settlement Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

34. "Settlement Documents" means the Notice of Settlement attached hereto as Exhibit A.

35. "Settlement Effective Date" means the latter date of: (1) the date of final affirmance of an appeal of the Final Approval Order, or the expiration of the time for a petition for a writ of certiorari to review the Final Approval Order and, if certiorari be granted, the date of final affirmance of the Final Approval Order following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding on certiorari to review the Final Approval Order; or (3) if no appeal is filed, the 61st day after the entry of the Judgment on the Final Approval Order. The Settlement Effective Date cannot occur unless and until there is no possibility of an

appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement Agreement from becoming final and binding. The Parties intend that the Final Approval Order will extinguish all released claims, including but not limited to PAGA claims, for the periods covered by this Settlement upon Final Approval of the Settlement and the issuance of payment to the Class/PAGA Members. The Court will retain jurisdiction to enforce the Settlement after the Settlement Effective Date.

36. "Settlement Class Payment" is the allocation from the Net Settlement Amount paid to Participating Class Members and does not include the PAGA Member Payment to the PAGA Members.

37. "Stipulation of Settlement" and "Settlement Agreement" shall mean this Joint Stipulation of Settlement.

38. "Workweeks" means any calendar week during the Class Period in which a Class Member worked at least one day in a non-exempt position.

III. <u>LITIGATION BACKGROUND</u>

39. On or about January 23, 2023, Plaintiffs Carlos Jimenez and Juan Pinzon filed a lawsuit against Defendants in the Sacramento County Superior Court, asserting causes of action for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code § 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 2802 (unreimbursed business expenses); (10) violation of California Business & Professions Code §§ 17200, *et seq.* (unlawful business practices); and (11) violation of California Business & Professions Code §§ 17200, *et seq.* (unfair business practices).

40. On March 2, 2023, Defendants filed their Answer to Plaintiffs' Complaint in state court and filed a Notice of Removal of Action to Federal Court.

41. On May 31, 2023, Plaintiffs filed their First Amended Complaint, re-asserting the same causes of action as in their original complaint and adding a cause of action under PAGA on behalf of themselves and other allegedly aggrieved employees.

42. On June 30, 2023, Defendants filed their Answer to Plaintiffs' First Amended Complaint.

43. On December 5, 2023, the Parties participated in a full-day mediation with mediator Michael E. Dickstein. While the Parties did not reach a resolution at the mediation session, they continued to discuss the terms of a possible settlement in the following months, and were ultimately able to reach a resolution that was memorialized in a Memorandum of Understanding ("Settlement MOU").

44. On April 19, 2024, the U.S. District Court for the Eastern District of California remanded the action to the Sacramento County Superior Court solely for the purpose of the Parties seeking court approval of their settlement and without prejudice to Defendants' right to a federal forum.

45. On [DATE], Plaintiffs filed their Second Amended Complaint, re-asserting the same causes of action as in their First Amended Complaint, adding Juan Munoz, Albert Guazon, and Ernesto Lainez as plaintiffs, adding Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. as defendants, and defining the Class Members and PAGA Members.

46. On [DATE], Defendants filed their Answer to Plaintiffs' Second Amended Complaint.

47. Defendants deny Plaintiffs' claims, and assert that, during all relevant times, they complied with the California Labor Code and related authorities, and that Plaintiffs and Class Members are not entitled to any recovery.

48. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against the Released Parties arising from or related to the Action.

49. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of the claims averred in the Action. This release includes in its effect a release of all Released Parties.

IV. JURISDICTION AND VENUE

50. This Court has jurisdiction over the Parties and the subject matter of this Action. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

V. TERMS OF SETTLEMENT

51. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. **Non-Admission.** Nothing in this Settlement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward the Class Representatives, the Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Class Representatives, the Class Members, or any other person, or that class certification or proceeding on a representative basis is appropriate. Each of the Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience, expenses, and contingencies. This Settlement and any settlement-related court documents or orders between the Parties may not be cited or otherwise admitted as evidence of liability or that class or collective certification is appropriate or that a representative action could ever be manageably tried before a court. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a class should be certified, other than for settlement purposes only. Furthermore, nothing in this Settlement shall be considered any form of waiver of any alternative dispute resolution provisions, including but not limited to any arbitration agreements, if any, signed by any Class Members.

b. **Certification.** The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph II.3 above as to all claims asserted in the Complaint. If for any reason the Court does not approve this

Settlement, fails to enter the Final Approval Order, or fails to enter the Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class or conditional certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

c. The Parties further stipulate that, for settlement purposes only, Plaintiffs' Counsel may be appointed Class Counsel and that Named Plaintiffs may be appointed as Class Representatives. This action may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiffs' Counsel may be preliminarily and conditionally appointed as Class Counsel.

Dismissal of *Guazon* Action. The Parties will stipulate to stay the action entitled *Albert Guazon v. Heritage Landscape Supply Group, Inc.*, E.D. Cal. Case No. 2:23-cv-00575-WBS-JDP ("Guazon Action") ("*Guazon* Action") pending the settlement approval proceedings in the Action, and to later dismiss the *Guazon* Action after the settlement approval proceedings are complete.

d. **Non-Approval By The Court**. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court:

i. The Parties will meet and confer or attend mediation again in an effort to reach a settlement approved by the Court. Plaintiffs may not withdraw from the Settlement if the Court reduces any amount of attorneys' fees, costs, or expenses or the Incentive Payments to Plaintiffs;

ii. The Settlement Agreement shall have no force or effect, other than the confidentiality and non-disclosure provisions in Section XVI and the non-admission provision in Paragraph V.51.a;

iii. The Settlement Agreement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

iv. The preliminary and conditional certification of the class shall become null and void, and the fact of certification shall not be cited to or admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

v. None of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class certification or the merits of Plaintiffs' claims.

e. **<u>Settlement Payments</u>.** Defendants agree to pay a non-reversionary Gross Settlement Amount of One Million Three Hundred Thousand Dollars ($1,300,000), inclusive of all Settlement Payments, fees and costs identified in this Settlement Agreement, including the Incentive Payments to the Class Representatives, Settlement Administration Expenses, attorneys' fees and actual out-of-pocket litigation expenses, PAGA penalties (both the LWDA PAGA Amount and the PAGA penalties paid to the PAGA Members), and all taxes except the employer's share of payroll taxes, including the employer FICA, FUTA, and SDI contributions. The Parties agree, subject to Court approval, to the following allocations to be paid from the Gross Settlement Amount:

i. From the Gross Settlement Amount, provided there is no breach of this Settlement Agreement by Named Plaintiffs or their counsel, Class Counsel may seek from the Court a maximum of one-third (1/3) of the Gross Settlement Amount in attorneys' fees ($433,333), plus actual out-of-pocket litigation costs and expenses not to exceed $45,000 for serving as Class Counsel, which Defendants will not oppose.

ii. From the Gross Settlement Amount, provided there is no breach of this Settlement Agreement by Named Plaintiffs or their counsel, Named Plaintiffs may seek from the Court incentive payments in amounts not to exceed $10,000.00 to each Class Representative, which Defendants will not oppose. The Incentive Payments are in addition to whatever monetary settlement Plaintiffs are entitled to recover from the Net Settlement Amount and PAGA Member Payments as Participating Class Members and PAGA Members. Any amount of the Incentive Payments not approved by the Court shall become part of the Net Settlement Amount.

iii. From the Gross Settlement Amount, a payment of $60,000 to the California Labor and Workforce Development Agency (the LWDA PAGA Amount), representing the LWDA's 75% share of the settlement attributable to PAGA penalties. In connection with settlement approval, Plaintiffs' Counsel shall notify the LWDA of the existence of the settlement. Should the LWDA object to the amount of this payment, the Parties agree to work in good faith to negotiate another agreeable amount.

iv. From the Gross Settlement Amount, a payment of $20,000 to be allocated among the PAGA Members, calculated on a proportional basis by dividing the number of Workweeks worked by each PAGA Member by the total Workweeks worked by all PAGA Members, and multiplying the resulting fraction by the PAGA Member Payment.

v. From the Gross Settlement Amount, Settlement Administration Expenses in a reasonable amount, which are estimated to be $15,000. To the extent that Settlement Administration Expenses are less than $15,000, the remainder shall become part of the Net Settlement Amount.

vi. If the Court approves a lesser amount of attorney's fees or costs than those sought by Named Plaintiffs or Class Counsel, the amount shall become part of the Net Settlement Amount, except that in the event

Class Counsel appeals a reduction in the award of fees or costs by the Court, any appellate reduction of attorney fees and costs will be allocated *cy pres* to CASA of Los Angeles (Court Appointed Special Advocates of Los Angeles) ("*Cy Pres* Beneficiary"). The amount of reduction at issue in the appeal shall be held by the Settlement Administrator in trust pending the outcome of the appeal.

vii. The Settlement Administrator will administer the notice, challenges, and opt-outs, informing Class Members of their rights in regard to the proposed settlement as specified below; will disburse monies from the Qualified Settlement Fund as and when authorized in this Settlement Agreement and by order of the Court; and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement. Settlement Administrator Expenses shall be paid from the Gross Settlement Amount.

viii. The Net Settlement Amount is the balance of the Gross Settlement Amount including any interest accruing to it, after payments have been made for attorneys' fees and litigation expenses including any interest earned on those amounts, Settlement Administration Expenses, the Class Representatives' Incentive Payments, PAGA penalties (both the LWDA PAGA Amount and the PAGA Member Payment), and all taxes except the employer's share of payroll taxes, including the employer FICA, FUTA, and SDI contributions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Settlement Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to Participating Class Members and PAGA Members equals 100% of the Net Settlement Amount.

ix. The Settlement Administrator shall, after Final Approval of the Settlement Agreement by the Court and after the Settlement Effective Date, pay each Participating Class Member from the Net Settlement Amount based on a proportional basis according to the number of Workweeks worked during the Class Period. The Settlement Administrator will also conduct a similar proportional calculation for each PAGA Member to determine their share of the PAGA Member Payment, as set forth in Section VIII.

x. Defendants shall provide the Settlement Administrator, subject to a confidentiality agreement, the dates of employment for each Class Member during the Class Period and each PAGA Member during the PAGA Period. The Administrator shall calculate the number of Workweeks worked by Class Members during the Class Period and the PAGA Members during the PAGA Period. All Class Members will be deemed to have worked during at least one Workweek during the Class Period, and all PAGA Members will be deemed to have worked during at least one Workweek during the PAGA Period. Class Members shall have the right to challenge the number of Workweeks reflected in Defendants' records as set forth in Paragraph 72.

xi. Class Members entitled to recover under this Settlement Agreement will include only those individuals who are identified in Defendants' records as having worked as Class Members during the Class Period, or those additional individuals who can provide to the Settlement Administrator evidence that they worked in that capacity notwithstanding the absence of Defendants' records confirming such employment.

xii. Within ten (10) calendar days after Defendants fund the QSF, the Settlement Administrator shall issue Settlement Class Payment checks to Participating Class Members under this Settlement Agreement, as well as the Incentive Payments to the Class Representatives, attorneys' fees and expenses awarded to Class Counsel, the LWDA PAGA Amount, and the PAGA Member Payment by sending such payments by mail or other reliable means to the respective recipients as specified below.

xiii. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Settlement Class Members worked approximately 92,000 Workweeks. If the number of Workweeks covered by this Settlement is greater than the approximate Workweeks by more than 15% (*i.e.*, 105,800 Workweeks), then Defendants will have the option to either (i) proportionally increase the Gross Settlement Amount according to the following formula: Proportionally Increased Gross Settlement Amount = total number of Workweeks ÷ 105,800 × \$1,300,000; or (ii) select an earlier cut-off date to apply to Settlement Class Members and PAGA Members; *i.e.*, there are no greater than 105,800 Workweeks.

f. **<u>Objections</u>**. Only Participating Class Members who do not opt-out may object to the non-PAGA portion of the Settlement. Named Plaintiffs may not object to the Settlement. Class Members who opt-out of the Settlement are not eligible to object. All written objections must be sent no later than sixty (60) calendar days after the mailing of the Settlement Documents and must include: (a) the Participating Class Member's full name, (b) the Participating Class Member's last four digits of their social security number, and (c) a clear statement explaining why the Participating Class Member objects to the Settlement. Such deadline applies notwithstanding any argument regarding non-receipt of the Settlement Documents. Notwithstanding this deadline to submit a written objection, Class Members shall retain the right to appear at the Final Approval Hearing regardless of whether they have submitted a written objection to the settlement. Anyone who fails to send timely written objections or make an oral objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court. The Parties may file a response to any objections submitted by objecting Class Members at or prior to the Final Approval Hearing. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court.

g. **Opt Outs**. Class Members who wish to "opt out" of and be excluded from the non-PAGA portion of this Settlement must submit a written Request for Exclusion from the Settlement bearing a post-mark from a date within the Notice Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with their PAGA Member Payment allocation from the $20,000 PAGA Member Payment if they are a PAGA Member. The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number. If a Class Member submits a Deficient Opt-Out, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Notice Period or five (5) business days after the close of the Notice Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Notice Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members with Deficient Opt-Outs shall be bound by the Settlement and its releases and will be considered Participating Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of the Parties. Named Plaintiffs may not opt out of the Settlement.

h. **Released Claims**. Upon Final Approval, the Class Representatives, PAGA Members, and Participating Class Members who did not opt out of the non-PAGA portion of this Settlement, shall be deemed to have fully, finally, and forever released the Released Parties from the released claims as set forth in Sections IX through XI below.

i. **Entry of Judgment.** At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Participating Class Members; (d) enter an order whereby Participating Class Members shall release the Released Class Claims; and (e) enter an order whereby the PAGA Members and LWDA shall release the Released PAGA Claims.

VI. SETTLEMENT ADMINISTRATION

52. The Parties have agreed to the appointment of CPT Group, Inc. to perform the duties of Settlement Administrator.

53. Within seven (7) calendar days of the Final Approval Order, the Settlement Administrator shall calculate, and inform Defendants' Counsel of, the employer's share of payroll taxes, including the employer FICA, FUTA, and SDI contributions. Defendants shall provide all information necessary for the Settlement Administrator to calculate the employer payroll taxes.

54. Within thirty (30) calendar days after the Settlement Effective Date (*i.e.*, no later than 91 calendar days after entry of the Final Approval Order if no appeal is filed), Defendants shall fund the settlement with the Gross Settlement Amount and the employer's share of payroll taxes by wire transfer

or otherwise transmit to a depository bank designated by the Settlement Administrator in an account titled in the name of "Roofline/Jimenez Wage and Hour Settlement Fund." The account will be organized and existing under the laws of the State of California, intended by the Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The monies so transferred, together with any interest subsequently earned thereon, shall constitute the Qualified Settlement Fund. The $1,300,000 for the Gross Settlement Amount and the employer's share of payroll taxes transferred into the Qualified Settlement Fund by Defendants shall constitute the total Settlement cash outlay by Defendants in connection with: (1) the resolution of this matter; (2) this Settlement Agreement; and (3) the entry of Judgment in this Action. This sum is inclusive of payment for the Gross Settlement Amount (and all payments to be made from the Gross Settlement Amount as described herein).

55. The Settlement Administrator shall serve as Trustee of the Qualified Settlement Fund and shall act as a fiduciary with respect to the handling, management and distribution of the Qualified Settlement Fund, including with regard to payment of valid claims and reporting and paying taxes on such awards. The Settlement Administrator shall act in a manner necessary to qualify the Qualified Settlement Fund as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, and to maintain that qualification.

56. The Settlement Administrator shall be responsible for: (a) calculating each Class Member's potential recovery of the Net Settlement Amount and PAGA Member Payment amount; (b) preparing and mailing to all Class Members the Settlement Documents with estimated Settlement Class Payment amounts and (if applicable) a PAGA Member Payment amount, and instructions on how to opt out of or object, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Defendants' Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Defendants' Counsel a weekly report of activity; (c) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Participating Class Members after adjustment for funds due to Class

Members who opt-out of the non-PAGA portion of this Settlement; (g) reporting to Class Counsel, Defendants' Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (h) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement. The weekly report of activity should include: (a) the number of Class Members who have submitted valid Requests for Exclusion, (b) the number of Notices returned and re-mailed, (c) whether any Class Member has submitted a dispute to any information contained in the Notice, and (d) the final count of Class Members who successfully opted-out of the non-PAGA portion of this Settlement.

57. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

58. When and if the Court grants Final Approval of the Settlement, and the Settlement Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Participating Class Members and PAGA Members. The Settlement Administrator shall provide a redacted list to the Parties within ten (10) calendar days after the Final Approval Order. For each Participating Class Member on this list, the Settlement Administrator will re-calculate the amounts due to each Participating Class Member. The Settlement Administrator shall also provide a non-redacted list to only Defendants within ten (10) calendar days after the Final Approval Order.

59. Except for the Incentive Payments described above to be paid to the Class Representatives, all Settlement Class Payments to Participating Class Members shall be allocated as follows: 1/3 allocation for wages to be reported on IRS Form W-2; 1/3 allocation as interest, and 1/3 allocation for penalties to be reported on IRS Form 1099. All PAGA Member Payments will be allocated entirely to penalties. The Settlement Administrator shall provide Participating Class Members, PAGA Members, and the Class Representatives with an IRS Form 1099 as appropriate for the portions allocated to interest and penalties, if required. The Class Representatives, Participating Class Members, and PAGA Members shall be exclusively liable for any and all tax liability, if any, resulting from any failure on their part to pay any taxes normally paid by an employee due on their Settlement Class

Payments or PAGA Member Payments. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

60. The Incentive Payments to the Class Representatives shall be treated as compensation for non-wage related claims, injuries, and reimbursement, and shall be reported on an IRS Form 1099 without withholdings.

61. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

VII. NOTICE TO THE CLASS MEMBERS AND LWDA

62. Within twenty-eight (28) calendar days after the Date of Preliminary Approval by the Court, and subject to the Settlement Administrator executing a confidentiality agreement required by Defendants, Defendants shall provide the Settlement Administrator only with a Microsoft Excel spreadsheet containing the following for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of employment; (6) the employing Defendant; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement to the extent it can be reasonably provided. Class Counsel will not be provided with the aforementioned data (including names, contact information, and payroll data for Class Members) unless Defendants provide consent in writing, but may receive aggregated summaries of the aforementioned data, provided sensitive information such as names, addresses, telephone numbers, and social security numbers are redacted.

63. Class data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class data for Class Members shall not be disclosed to the Named Plaintiffs, or any other Class Members without the prior written consent of Defendants and will be subject to the Settlement Administrator's confidentiality agreement and redaction.

64. Prior to mailing the Settlement Documents, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial

mailing that are returned no later than sixty (60) calendar days after the initial mailing shall be remailed on one occasion. Those envelopes returned with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Settlement Documents to the correct or updated address. For envelopes without a forwarding address, the Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Settlement Documents are received by the Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Notice of Settlement is returned as undeliverable. Individuals who receive a remailed envelope shall be entitled to an additional fifteen (15) calendar days beyond the response deadline to submit written objections or opt-out of the non-PAGA portion of this Settlement.

65. Within fourteen (14) calendar days of receiving the class data from Defendants and after it has completed all of the address updates for Class Members (including any skip tracing), the Settlement Administrator shall mail the Notice of Settlement to Class Members. The Notice of Settlement (attached as Exhibit A) shall provide a summary of the provisions of the Settlement. The Notice of Settlement shall also list the amount of Workweeks worked by the Class Member and the estimated individual payment each Class Member will receive as a Class Member and PAGA Member. The Notice shall provide instructions to employees regarding how to request to be excluded from the non-PAGA portion of the Settlement, how to object to the Settlement, how to submit a dispute regarding the number of Workweeks stated on the Settlement Documents, and the date of the final approval hearing. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide the Parties with a report listing the estimated Settlement Class Payment amounts to each Class Member.

66. Class Members shall have sixty (60) calendar days from the date of mailing of the Settlement Documents to opt-out of the Class (*i.e.*, the non-PAGA portion of this Settlement), object to the Settlement, or submit a dispute. If the 60th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. After recalculating estimated settlement allocations to account for disputed claims, Participating Class Members will receive their allocation from the Qualified Settlement Fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator. The Settlement Administrator shall provide Participating Class Members, PAGA

Members, and the Class Representatives with an IRS Form 1099 as appropriate for the portions allocated to interest and penalties, if required

67. Plaintiffs' Counsel shall provide notice of the Settlement to the LWDA.

VIII. CALCULATION OF SETTLEMENT PAYMENTS AND DISTRIBUTION OF NET SETTLEMENT AND PAGA MEMBER PAYMENT FUNDS

68. **Calculation of Settlement Class Payments.** The Settlement Administrator will calculate pro rata Settlement Class Payments to Class Members based on each Class Member's number of eligible Workweeks during the Class Period as reflected on Defendants' payroll records. That pro rata Settlement Class Payments shall be determined as follows: (1) the Settlement Administrator will divide the number of Workweeks worked by each Class Member by the total Workweeks of all Class Members, and (2) multiply the resulting fraction by the Net Settlement Amount allocated for distribution to Participating Class Members.

69. **Calculation of the PAGA Member Payment**. The Settlement Administrator will calculate pro rata PAGA Member Payments to PAGA Members by: (1) dividing the number of Workweeks worked by each PAGA Member during the PAGA Period by the total Workweeks of all PAGA Members during the PAGA Period, and (2) multiplying the resulting fraction by the PAGA Member Payment.

70. **Eligibility for Settlement Class Payments**. Only Class Members who have not opted-out of the non-PAGA portion of this Settlement will be considered Participating Class Members and eligible to receive a Settlement Class Payment.

71. Each Notice of Settlement mailed to a Class Member will identify the dates of employment that Defendants' records indicate the individual worked as a Class Member; the number of Workweeks worked by the Class Member during the Class Period and PAGA Period; and an estimate of each Class Member's pro rata share of the Net Settlement Amount including the share of any PAGA Member Payment as a PAGA Member.

72. Participating Class Members will have the right to dispute only the information described in Paragraph 65, *supra*, as shown on the Notice of Settlement. Challenges to the information listed on the Notice of Settlement shall be sent directly to the Settlement Administrator at the address

indicated on the Notice of Settlement. Any dispute must be made during the Notice Period. The Settlement Administrator will inform Class Counsel and Defendants' Counsel in writing of any timely filed disputes. The information listed on the Notice of Settlement is presumed to be accurate unless the Participating Class Member submits documentation demonstrating otherwise, *i.e.*, a Participating Class Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's employment information, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall meet and confer and shall attempt to agree on a resolution for any such dispute. In the event the Parties cannot agree to a resolution, the decision by the Administrator regarding disputes shall be binding on the Class Member and no additional rights of appeal shall exist.

73. The Settlement Administrator shall (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Defendants' Counsel no later than five (5) business days after receipt, or immediately if received within five (5) business days of the Final Approval Hearing; and (c) file the date-stamped originals (with contact information and social security numbers redacted) with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing or immediately if received less than five (5) business days prior to the date of the Final Approval Hearing.

74. The Settlement Administrator shall also (a) date stamp all original rescission of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Defendants' Counsel no later than five (5) business days after receipt, or immediately if received within five (5) business days of the Court's Final Approval Hearing; and (c) file the date-stamped originals with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing or immediately if received less than five (5) business days prior to the date of the Final Approval Hearing.

75. The Settlement Administrator shall make the final calculation of Settlement Class Payments and PAGA Member Payments and within seven (7) calendar days of the Settlement Effective Date, the Settlement Administrator shall provide the Parties with a redacted report listing the Class Members by a unique identifier, the amount of Class Payment, any PAGA Member Payment, and the number of eligible Workweeks. The Settlement Administrator shall also provide a non-redacted report to

only Defendants within seven (7) calendar days of the Settlement Effective Date.

76. Within ten (10) calendar days after Defendants fund the QSF, the Settlement Administrator shall distribute and pay Settlement Class Payment checks to all Participating Class Members, pay the Class Representatives their Incentive Payments, issue a check to the LWDA for the LWDA PAGA Amount, issue checks to the PAGA Member for their PAGA Member Payments, pay Class Counsel's attorneys' fees and costs, and pay the settlement administration fees.

77. The Settlement Administrator shall be responsible for issuing and mailing the checks and any necessary tax reporting forms to Participating Class Members, PAGA Members, the Class Representatives, Class Counsel, and Defendants.

78. **Uncashed Settlement Checks**. Participating Class Members who are sent Settlement Class Payments and PAGA Members who are sent PAGA Member Payments shall have one-hundred eighty (180) calendar days (which can be extended for good cause shown) after mailing by the Settlement Administrator to cash their checks and will be so advised of such deadline. If such Participating Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) calendar days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel a verification/declaration signed under penalty of perjury that it has mailed the checks for Settlement Class Payments and PAGA Member Payments, and if uncashed, that such amounts have been sent *cy pres* to the *Cy Pres* Beneficiary. The Parties do not have a connection to or a relationship with the *Cy Pres* Beneficiary that could reasonably create the appearance of impropriety as between the selection of the *Cy Pres* Beneficiary as the recipient of the unclaimed residuals and the interests of the Settlement Class. Defendants will not be required to pay any interest on such amounts and no such amount shall be reverted to Defendants.

IX. RELEASE BY PARTICIPATING CLASS MEMBERS

79. **Release by Participating Class Members**. The releases agreed upon and made part of the settlement by Participating Class Members shall include a full and final release of the Released Parties, as defined above, of the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or could have been alleged, in the Complaint, Plaintiffs' LWDA Notices (and any

amendments thereto), or based on the facts and matters alleged or asserted therein or which reasonably could have been raised, including but not limited to claims for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code § 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, *et seq.* (unlawful and/or unfair business practices) (collectively, the "Released Class Claims"). All Participating Class Members shall be bound by the release of the Released Class Claims during the applicable Class Period, unless they formally opt-out of the non-PAGA portion of this Settlement. Final Approval effectuates this release and extinguishes the Released Class Claims.

X. RELEASE BY PAGA MEMBERS AND THE LWDA

80. The PAGA Members and the LWDA shall release the Released Parties from all claims for PAGA civil penalties that were or could have been raised based on Plaintiffs' allegations in their PAGA letters to the LWDA (and any amendments thereto), including but not limited to any claim for attorneys' fees and costs permissible under PAGA that could reasonably have been raised based on the facts alleged and any claim under PAGA for violation of: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code §

204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 246 (failure to provide sick leave pay); (10) violation of California Labor Code § 2802 (unreimbursed business expenses); and (11) violation of California Labor Code § 2810.5 (the "Released PAGA Claims."). The Released PAGA Claims are limited to those claims arising under PAGA during the PAGA Period. Final Approval effectuates this release by PAGA Members and the LWDA. The Parties intend for this Settlement to have claim preclusion, issue preclusion, or otherwise bar a PAGA action if a PAGA Member were to bring a subsequent claim on behalf of the LWDA based on any claim covered by the Released PAGA Claims during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court* (Angelo Dairy) 46 Cal. 4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F. Supp. 2d 1246 (2011), individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of each such individual's estimated share of the PAGA Member Payment shall be deemed to have released the Released PAGA Claims, regardless if the check is cashed or not, and may not opt-out of, or object to, the release of the Released PAGA Claims or the PAGA portion of the Settlement.

XI. <u>RELEASE BY CLASS REPRESENTATIVES</u>

81. **<u>Settlement by Class Representatives</u>**. As of the Settlement Effective Date, in consideration of the mutual covenants and promises set forth herein and by operation of the Final Approval Order and Judgment, in the event the Court grants the Incentive Payments, the release agreed upon and made part of the settlement by the Class Representatives (the "Class Representatives General Release") shall include a general release of the Released Parties, as defined above, from all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, which against the Released Parties, the Class Representatives and their heirs, executors, administrators, successors, and assigns, may now have or hereafter later determine that they have or had upon, or by reason of, any cause or thing whatsoever including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, but not

limited to, breach of fiduciary duty and equitable claims to be brought under § 1132(a)(3) ("ERISA"), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the California Family Rights Act ("CFRA"), California's PAGA, Cal. Bus. and Prof. Code § 17200 *et seq.* ("UCL"), the California Labor Code, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Released Parties, including any claim for attorneys' fees, expenses or costs based upon any conduct up to and including the date of Final Approval; provided, however, that the Class Representatives do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the condition that the Class Representatives agree not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and agree that they understand that such limitation does not in any way restrict their ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Joint Stipulation of Settlement; and further provided, however, that the Class Representatives do not waive any rights with respect to, or release the Released Parties from, any claims for California Workers' Compensation benefits (except that the Class Representatives hereby release and waive any claims that they are entitled to additional benefits or payments); and further provided, however, that the Class Representatives do not release any claim for unemployment compensation benefits; and further provided, however, that the Class Representatives do not release any claim that cannot be released by private contract, or for breach of the terms of the Settlement Agreement between the Class Representatives and Defendants. It is further agreed that:

a. The Class Representatives, for the purpose of implementing a full and complete release and discharge of the Released Parties, expressly acknowledge that this Class Representatives General Release is intended to include in its effect, without limitations, all claims through the date of Final Approval, which the Class Representatives do not know or suspect to exist in the Class Representatives' favor at the time of execution hereof, and that this Class Representatives General Release contemplates the extinguishment of any such claim or claims.

b. The Class Representatives, in connection with such waiver and relinquishment, hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that the Class Representatives expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on their behalf against the Released Parties at the time of Final Approval, including, but not limited to, any and all claims relating to or arising from the Class Representatives' employment with Defendants. The Parties further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

c. The Class Representatives shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the claims covered by the Class Representatives General Release pursuant to Section 1542 of the California Civil Code, which provides as follows:

> 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.

d. The Class Representatives covenant that they will not participate in or receive recovery or monies as a plaintiff in connection with any proceeding seeking penalties under PAGA, which arises during the Class Period for any known and unknown claims.

e. As of the Settlement Effective Date, in consideration of the mutual covenants and promises set forth herein and by operation of the Final Approval Order and Judgment, in the event the Court grants the Incentive Payments, the Class Representatives agree to not disparage or impugn the reputation of any of the Released Parties. Notwithstanding the foregoing, the Parties agree that the Class Representatives will not be prohibited or restricted from reporting to Defendants' management or directors regarding conduct they believe to be in violation of the law or from providing information to or cooperating with any government agencies or any self-regulating organizations.

XII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL.

82. The Parties shall promptly submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement and Certification of Settlement Class. The motion shall also seek an order, attached as Exhibit B:

a. Preliminarily approving the Settlement;

b. Approving as to form and content the proposed Notice of Settlement;

c. Directing the mailing of the Notice of Settlement by first class mail to members of the Settlement Class;

d. Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiffs and Plaintiffs' Counsel as representatives of the Settlement Class;

e. Preliminarily approving settlement administration services to be provided by the Settlement Administrator;

f. Preliminarily approving the proposed Incentive Payments to Named Plaintiffs as Class Representatives;

g. Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiffs' Counsel;

h. Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

83. Plaintiffs' Counsel shall provide the Court at least 5 business days prior to the Final Approval Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

XIII. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

84. The Parties will submit a proposed Final Approval Order, attached as Exhibit C, which shall include findings and orders:

a. Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;

b. Approving the Incentive Payments to the Named Plaintiffs as Class Representatives;

c. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses, and the Settlement Administrator's fees;

d. Ordering that the settlement payments be distributed to the Participating Class Members and PAGA Members as set forth in the Agreement;

e. Identifying the individuals who opted out of the Settlement;

f. Releasing and extinguishing all Participating Class Members' Released Class Claims that arose during the Class Period and PAGA Members' Released PAGA Claims that arise during the PAGA Period, and the Class Representatives General Release; and

g. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

85. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

h. Should an appeal be taken from the Final Approval Order, all Parties will support the approval order on appeal;

i. Class Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Qualified Settlement Fund;

j. Class Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments;

k. Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed;

l. The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

XIV. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

86. The preliminary schedule for notice, approval, and payment procedures carrying out this settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 28 days after the Date of Preliminary Approval	Defendants shall provide the Settlement Administrator only with the information set forth in Paragraph 62.

Within 14 days after receipt of class data from Defendants	Settlement Administrator to complete updating any Class Member contact information pursuant to Paragraph 64. Mailing by first class mail of Settlement Documents.
5 business days before mailing Settlement Documents	Settlement Administrator to provide the Parties with estimated Settlement Class Payments to each Class Member and PAGA Member Payments to each PAGA Member. Concurrently with the filing of the Motion for Final Approval, Plaintiffs' Counsel to file a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.
60 days after mailing Settlement Documents	Deadline for Class Members to opt-out, object in writing, or submit Workweek disputes.
1 business day prior to the Final Approval Hearing	Last day for Class Members to rescind objections or opt-outs.
Within 7 days of the Final Approval Order	Settlement Administrator to calculate and provide Defendants' Counsel with the amount of the employer's share of payroll taxes.
Within 10 days of the Final Approval Order	Settlement Administrator to provide the Parties with a redacted list of all Participating Class Members and the re-calculated amounts due to each Participating Class Member. Settlement Administrator to also provide the same list in non-redacted format only to Defendants.
No later than 91 days after entry of the Final Approval Order (if no appeal is filed)	Defendants to fund the Qualified Settlement Fund.
The 61st day after the entry of Judgment on the Final Approval Order, if no appeals are filed	Settlement Effective Date

Within 7 days of the Settlement Effective Date	Settlement Administrator to make the final calculation of Settlement Class Payments and PAGA Member Payments from the Net Settlement Amount to be distributed to the Participating Class Members and PAGA Members. Settlement Administrator to provide the Parties with a redacted report listing the Class Members with a unique identifier, the amount of Settlement Class Payment, any PAGA Member Payment, and number of eligible Workweeks. Settlement Administrator to provide the same report in non-redacted format only to Defendants.
Within 10 calendar days after Defendants fund the QSF	Settlement Administrator to distribute and pay Settlement Class Payment checks to all Participating Class Members, pay the Class Representatives their Incentive Payments, issue a check to the LWDA for the LWDA PAGA Amount, issues checks to the PAGA Member for their PAGA Member Payments, pay Class Counsel's attorneys' fees and costs, and pay the settlement administration fees.
180 days after payment of first round settlement checks	Settlement Administrator to send amounts of uncashed Settlement checks to CASA of Los Angeles (Court Appointed Special Advocates of Los Angeles).
Within thirty (30) days after the expiration date of the settlement checks	Settlement Administrator to provide to Class Counsel and Defendants' Counsel a verification/declaration signed under penalty of perjury that it has mailed the checks for Settlement Class Payments and PAGA Member Payments, and if uncashed, that such amounts have been sent *cy pres* to CASA of Los Angeles (Court Appointed Special Advocates of Los Angeles).
After Settlement Administrator submits final declaration of distributions and within fourteen (14) days of written request by Defendants	Named Plaintiffs and Class Counsel to destroy and confirm the destruction of all confidential documents produced to them for settlement purposes.

XV. <u>VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT</u>

87. Defendants have the right to withdraw from the Settlement before Final Approval if: (a) the Settlement is construed in such a fashion that Defendants are required to pay more than the Gross Settlement Amount and the employer's share of payroll taxes (including the employer FICA, FUTA, and

SDI contributions) to resolve the class and PAGA claims; (b) more than 5% of Class Members request to be excluded from the Settlement; (c) if Plaintiffs or Class Counsel breach the this Settlement Agreement; (d) the Court does not approve the Settlement; or (e) the Court does not order the release of claims of the Participating Class Members and/or the PAGA Members agreed to by the parties, or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement. In the event of Defendants' withdrawal because more than 5% of Class Members request to be excluded from the Settlement, Defendants will pay the costs already incurred by the Settlement Administrator up to the date of withdrawal. The Parties shall meet and confer prior to Defendants exercising their right to withdraw and Defendants shall provide Class Counsel with written notice.

88. If for any reason the Settlement is not approved by the Court, or if Defendants withdraw from the Settlement pursuant to this Section, this Settlement Agreement and any related Settlement Documents will be null and void, other than the confidentiality and non-disclosure provisions in Section XVI and the non-admission provisions in Paragraph V.51.a, and any class action certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement, nor the Settlement MOU, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the propriety of class or collective certification on all applicable grounds. If the Settlement is not initially approved by the Court following the filing of Plaintiffs' Motion for Preliminary Approval, the parties shall meet and confer or attend mediation again in an effort to modify the Settlement in a manner that addresses the Court's concerns.

89. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVI. <u>CONFIDENTIALITY AND PUBLICITY</u>

90. The names of Participating Class Members and their allocation amounts shall be kept strictly confidential by the Settlement Administrator, who will not release such information to Class Counsel, unless anonymized and with contact information redacted, and will only file such information

under seal if necessary. Any information received by Class Counsel in connection with this Settlement may be used for this action only, and may not be used for any purpose or in any other action or proceeding.

91. Named Plaintiffs, Defendants, Class Counsel and Defendants' Counsel agree that this Settlement is to be fully confidential before the Motion for Preliminary Approval is filed. Thereafter, the Parties agree that they shall not, directly or indirectly, issue a press release, hold a press conference, respond to any press inquiries, have any communication with the press about the facts, amount or terms of the Settlement, publish information about the settlement on any website (other than used by the Settlement Administrator for claims administration purposes) or on social media, or otherwise publicize the settlement, except that this provision will not apply to any reporting requirements by Defendants to its outside auditors or Board of Directors, or as otherwise required by law.

92. **Destruction of Confidential Settlement Materials.** Named Plaintiffs and Class Counsel agree to destroy and confirm the destruction of all confidential documents produced to them for settlement purposes in this action after the Settlement Administrator submits the final declaration of distributions and within fourteen (14) calendar days of written request by Defendants.

XVII. PARTIES' AUTHORITY

93. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XVIII. MUTUAL FULL COOPERATION

94. The Parties agree to fully cooperate with each other to promote participation in Settlement and in seeking court approval of this Settlement Agreement, including but not limited to, working cooperatively to address any questions raised by the Court, executing documents or amending documents as required by the Court, and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel,

take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

XIX. NOTICES

95. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs' Counsel:

Raúl Pérez
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Tel: (310) 556-4811
Fax: (310) 943-0396
raul.perez@capstonelawyers.com

To Defendants' Counsel:

Carrie A. Gonell and Samuel S. Sadeghi
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Tel: 949.399.7000
Fax: 949.399.7001
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that Party shall notify all other Parties of said change in writing.

XX. MISCELLANEOUS PROVISIONS

96. **Captions and Titles**. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

97. **Drafting**. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither party shall be considered the "drafter" of the Settlement Agreement for purposes of having terms

construed against that party, and this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

98. **Extensions of Time**. If a party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party. The parties agree to cooperate so that the matter will be resolved with appropriate dispatch and the settlement terms carried out without unnecessary delay.

99. **Governing Law**. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard to principles of conflict of laws.

100. **No Impact on Benefit Plans**. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of the Released Parties' benefit plan, policy, or bonus program. The Released Parties retain the right to modify the language of the Released Parties' benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

101. **Integration**. This Settlement Agreement, along with attached exhibits, contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral

or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

102. **No Prior Assignments**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

103. **Class Member Signatories**. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Notice of Settlement attached hereto will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

XXI. COUNTERPARTS

104. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A facsimile signature shall have the same force and effect as the original signature.

[signatures on next page]

READ CAREFULLY BEFORE SIGNING

Dated: 8/7/2024, 2024

Signed by:
16A5A4E1AF60447...
Carlos Jimenez

Dated: 8/7/2024, 2024

DocuSigned by:
744C72745E8840D...
Juan Pinzon

Dated: 8/7/2024, 2024

Signed by:
C2D94C86107A4BA...
Michael Magdaleno

Dated: ____________________, 2024

____
Juan Munoz

Dated: ____________________, 2024

____
Albert Guazon

Dated: ____________________, 2024

____
Ernesto Lainez

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
Roofline, Inc.

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
SRS Distribution, Inc.

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
J.B. Wholesale Roofing and Building Supplies, Inc.

READ CAREFULLY BEFORE SIGNING

Dated: 07/19, 2024

DocuSigned by:
16A5A4E1AF66447...

Dated: ____________, 2024

Juan Pinzon

Dated: ____________, 2024

Michael Magdaleno

Dated: 07/30/24, 2024

Juan Munoz (Jul 30, 2024 17:59 PDT)

Juan Munoz

Dated: ____________, 2024

Albert Guazon

Dated: ____________, 2024

Ernesto Lainez

Dated: ____________, 2024

Printed Name: ____________
Title: ____________
Roofline, Inc.

Dated: ____________, 2024

Printed Name: ____________
Title: ____________
SRS Distribution, Inc.

Dated: ____________, 2024

Printed Name: ____________
Title: ____________
J.B. Wholesale Roofing and Building Supplies, Inc.

READ CAREFULLY BEFORE SIGNING

Dated: ____________________, 2024

____
Carlos Jimenez

Dated: ____________________, 2024

____
Juan Pinzon

Dated: 7/20, 2024

DocuSigned by:
C2D94C86107A4BA...
____
laleno

Dated: ____________________, 2024

____
Juan Munoz

Dated: 7/31, 2024

Albert Michel E. Guazon
____
Albert Guazon

Dated: ____________________, 2024

____
Ernesto Lainez

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
Roofline, Inc.

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
SRS Distribution, Inc.

Dated: ____________________, 2024

____
Printed Name: ____________________
Title: ____________________
J.B. Wholesale Roofing and Building Supplies, Inc.

READ CAREFULLY BEFORE SIGNING

Dated: 07/19, 2024

DocuSigned by:
16A5A4E1AF66447...

Dated: ______________, 2024

Juan Pinzon

Dated: ______________, 2024

Michael Magdaleno

Dated: ______________, 2024

Juan Munoz

Dated: ______________, 2024

Albert Guazon

Dated: 7/31/24, 2024

ernesto lainez

Ernesto Lainez

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...

Printed Name: Dustin Gunderson
Title: Vice President
Roofline, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...

Printed Name: Dustin Gunderson
Title: Vice President
SRS Distribution, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...

Printed Name: Dustin Gunderson
Title: Vice President
J.B. Wholesale Roofing and Building Supplies, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
Builders Supply Logistics, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
Heritage Landscape Supply Group, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
Imperial Sprinkler Supply, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
Shear Builders, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
Heritage Pool Supply Group, Inc.

Dated: August 8, 2024, 2024

DocuSigned by:
Dustin Gunderson
8FEB00073FEC406...
Printed Name: Dustin Gunderson
Title: Vice President
FWEP Acquisition, Inc.

APPROVED AS TO FORM

Dated: July 22, 2024

CAPSTONE LAW APC

Raul Perez
Attorneys for Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno

Dated: July 22, 2024

HAINES LAW GROUP APC

Paul Haines
Attorneys for Plaintiff Juan Munoz

Dated: ____________________, 2024

AEQUITAS LEGAL GROUP

Ronald H. Bae
Attorneys for Plaintiffs Albert Guazon and Ernesto Lainez

Dated: ____________________, 2024

MORGAN, LEWIS & BOCKIUS LLP

Carrie Gonell
Attorneys for Defendants Roofline, Inc. SRS Distribution, Inc., J.B. Wholesale Roofing and Building Supplies, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., FWEP Acquisition, Inc.

APPROVED AS TO FORM

Dated: July 22, 2024

CAPSTONE LAW APC

Raul Perez
Attorneys for Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno

Dated: ____________, 2024

HAINES LAW GROUP APC

Paul Haines
Attorneys for Plaintiff Juan Munoz

Dated: August 1, 2024

AEQUITAS LEGAL GROUP

Ronald H. Bae
Attorneys for Plaintiffs Albert Guazon and Ernesto Lainez

Dated: August 8, 2024

MORGAN, LEWIS & BOCKIUS LLP

Carrie Gonell
Attorneys for Defendants Roofline, Inc. SRS Distribution, Inc., J.B. Wholesale Roofing and Building Supplies, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., FWEP Acquisition, Inc.

Exhibit A

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jimenez v. Roofline, Inc.

Superior Court for the State of California, County of Sacramento, Case No. 34-2023-00333516-CU-OE-GDS

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

TO: ALL CALIFORNIA NON-EXEMPT EMPLOYEES OF ROOFLINE, INC. AND J.B. WHOLESALE ROOFING AND BUILDING SUPPLIES, INC. WHO WORKED AT ANY TIME BETWEEN JUNE 29, 2021 THROUGH AND INCLUDING [The Date of Preliminary Approval of Settlement] ("ROOFLINE CLASS MEMBERS")

AND

ALL CALIFORNIA NON-EXEMPT EMPLOYEES OF HERITAGE LANDSCAPE SUPPLY GROUP, INC., SRS DISTRIBUTION, INC., BUILDERS SUPPLY LOGISTICS, INC., IMPERIAL SPRINKLER SUPPLY, INC., SHEAR BUILDERS, INC., HERITAGE POOL SUPPLY GROUP, INC., AND FWEP ACQUISITION, INC. WHO WORKED AT ANY TIME BETWEEN FEBRUARY 21, 2019 THROUGH AND INCLUDING [The Date of Preliminary Approval for Heritage Class Members] ("HERITAGE CLASS MEMBERS") (COLLECTIVELY WITH ROOFLINE CLASS MEMBERS, "CLASS MEMBERS"),

A SETTLEMENT OF A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Jimenez et al. v. Roofline, Inc. et al.*, Case No. 34-2023-00333516-CU-OE-GDS (Sacramento County Superior Court) (the "Action"). The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action and will result in the entry of Judgment in the Action.

A hearing concerning the Settlement will be held before the Hon. Jill H. Talley on ______________, 2025 at X:XX a.m. in Department 23 of the Sacramento County Superior Court, located at the 720 9th Street Sacramento, California 95814 to determine whether the Settlement is fair, adequate, and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will receive a Settlement Payment and will give up your right to pursue a separate legal action against Defendants for the claims alleged in this Action, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants about the claims in the Action, except as to the claim under the California Private Attorneys General Act ("PAGA"). If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive benefits under the Settlement as a Class Member; however, you may still receive a payment if you are determined to be a PAGA Member (a subset of the Class). Whether or not you submit a Request for Exclusion, you will still receive a PAGA Member Payment if you are determined to be a PAGA Member (a subset of the Class) and be bound by the release of the Released PAGA Claims.

OBJECT	You may submit written objections to the Settlement Administrator about why you do not like the Settlement. You may also appear at the Final Approval Hearing on _____________, 2025, and make an objection at this time. Objecting is available only if you do not exclude yourself from the Settlement.
DISPUTE YOUR AMOUNT	The amount you are eligible to receive under the Settlement is based on how long you worked for Defendants as a Class Member during the Class Period. The number of Pay Periods you have been credited is set forth in this notice. If you believe the number of Pay Periods is incorrect, you can dispute the number credited to you by following the procedures set forth below.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All California non-exempt employees of Roofline, Inc. and J.B. Wholesale Roofing and Building Supplies, Inc. who worked at any time between June 29, 2021 through and including [the Date of Preliminary Approval of Settlement] ("Roofline Class Members")

and

All California non-exempt employees of Heritage Landscape Supply Group, Inc., SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. who worked at any time between February 21, 2019 through and including the [Date of Preliminary Approval] ("Heritage Class Members").

According to Defendants' records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno, Juan Munoz, Albert Guazon, and Ernesto Lainez ("Plaintiffs") allege on behalf of themselves and the Class the following claims against Defendants Roofline, Inc., SRS Distribution, Inc., J.B. Wholesale Roofing and Building Supplies, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. (collectively, "Defendants"): (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code § 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, *et seq.* (unlawful and/or unfair business practices). In the Action, Plaintiffs seek alleged unpaid wages, civil penalties under the California Labor Code and PAGA, interest, attorneys' fees, costs, and expenses.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendants (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has preliminarily approved the settlement, but the Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel
Raúl Pérez
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Tel: Case-Specific Phone Number
Email: Case-Specific Email

Paul Haines
HAINES LAW GROUP APC
2155 Campus Dr., Suite 180
El Segundo, CA 90245
Tel:
Email:

Ronald H. Bae
AEGUITAS LEGAL GROUP
1156 E Green St., Suite 200
Pasadena, CA 91106
Tel:
Email:

Defense Counsel
Carrie A. Gonell and Samuel S. Sadeghi
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Tel: 949.399.7000
Fax: 949.399.7001
carrie.gonell@morganlewis.com

What are the Settlement terms?

Subject to final Court approval, Defendants will pay $1,300,000 (the "Gross Settlement Amount") for: (a) Settlement Payments to Class Members; (b) the Court-approved Incentive Payments to Plaintiffs; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; (e) payment to the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties; (f) payment to PAGA Members.

Class Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Incentive Payments to Plaintiffs, the PAGA Member Payment, the payment to the LWDA, the costs of administering the Settlement, and any taxes other than the employer's share of payroll taxes, there will be a Net Settlement Amount. From this Net Settlement Amount, each Class Member who does not opt out of the Settlement ("Participating Class Members") will receive a Settlement Payment.

The Net Settlement Amount will be divided among all Participating Class Members based on a proportional basis according to the Workweeks[1] worked during the period ("Class Period") commencing on (a) June 29, 2021 through and including the [Date of Preliminary Approval] for Roofline Class Members; and (b) February 21, 2019 through and including the [Date of Preliminary Approval] for Heritage Class Members.

According to payroll records maintained by Defendants, the total number of Workweeks you worked in California during the Class Period is __________.

Based on that information, your estimated Settlement Payment is $_________. If you believe the information about the number of Workweeks assigned to you is inaccurate, you may contact the Settlement Administrator and provide the Settlement Administrator with a copy of any documentation you want to include to support your

[1] "Workweek" means any calendar week during the Class Period in which a Class Member worked at least one day in a non-exempt position.

dispute. Absent such documentary evidence, your dispute, if any, will be ordinarily denied. However, you may not dispute the formula, calculation, or amount of your Settlement Payment.

Settlement Administrator
Address
Telephone Number
Fax Number

PAGA Settlement Payments. A portion of the Gross Settlement Amount, called the "PAGA Member Payment," will be set aside for all California non-exempt employees of Roofline, Inc. and J.B. Wholesale Roofing, Building Supplies, Inc., Heritage Landscape Supply Group, Inc., SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. who worked between December 8, 2021 through and including [the Date of Preliminary Approval] ("PAGA Members"). The PAGA Member Payment will be $20,000, which will be distributed to each PAGA Member on a pro rata basis based on the number of Workweeks worked between December 8, 2021 through and including [the Date of Preliminary Approval] ("PAGA Period").

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check. These payments will then be sent to CASA of Los Angeles (Court Appointed Special Advocates of Los Angeles), a non-profit organization. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the Settlement Payments to Class Members will be allocated as follows: 1/3 allocation for wages to be reported on IRS Form W-2; 1/3 allocation as interest, and 1/3 allocation for penalties. All PAGA Member Payments will be allocated entirely to penalties. The Settlement Administrator shall provide Participating Class Members and the Class Representative with an IRS Form 1099 as appropriate for the portions allocated to interest and penalties, if required.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Any amounts paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any collective bargaining agreement, employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Class Counsel Attorneys' Fees and Costs, Class Representative Incentive Payment, Settlement Administration Costs and Payment to the California LWDA. Class Counsel will ask the Court to award attorneys' fees up to $433,333 (1/3 of the Gross Settlement Amount), plus reimbursement of actual costs and expenses incurred in the Action not to exceed $_________. In addition, Class Counsel will ask the Court to authorize Incentive Payments of up to $10,000.00, each, to Plaintiff for their efforts in prosecuting the case on behalf of the Class and $_________ to the Settlement Administrator for the cost of administering the Settlement. A payment in the amount of $60,000 will also be made to the LWDA for the portion of the total amount allocated for PAGA penalties, as required by law.

Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members as set forth above, except that in the event Class Counsel appeals a reduction in the award of fees by the Court, any appellate reduction of attorney fees and costs will be allocated to CASA of Los Angeles (Court Appointed Special Advocates of Los Angeles) as a *cy pres* organization. The amount of reduction at issue in the appeal shall be held by the Settlement Administrator in trust pending the outcome of the appeal.

What claims are being released by the proposed Settlement?

Upon the Settlement becoming final and distribution of the Net Settlement Amount, Plaintiffs and other Participating Class Members shall release and discharge the "Released Parties"[2] from all claims that were alleged, or could have been alleged, in the Second Amended Complaint, Plaintiffs' LWDA Notices (and any amendments thereto), or based on the facts and matters alleged or asserted therein or which reasonably could have been raised, including but not limited to claims for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code § 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, *et seq*. (unlawful and/or unfair business practices). The aforementioned release will hereinafter be referred to as the "Released Class Claims." All Participating Class Members shall be bound by the release of the Released Class Claims that arose during the Class Period, unless they formally opt out. Final Approval of the Settlement effectuates this release and extinguishes the Released Class Claims.

The PAGA Members and the LWDA shall be bound by a release as to all claims for PAGA civil penalties that were or could have been raised based on Plaintiffs' allegations in their PAGA letters to the LWDA (and any amendments thereto), including but not limited to any claim for attorneys' fees and costs permissible under PAGA that could reasonably have been raised based on the facts alleged and any claim under PAGA for violation of: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code § 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 246 (failure to provide sick leave pay); (10) violation of California Labor Code § 2802 (unreimbursed business expenses); and (11) violation of California Labor Code § 2810.5 (the "Released PAGA Claims."). The Released PAGA Claims are limited to those claims which arose during the period commencing on December 8, 2021 through and including the [Date of Preliminary Approval]. The PAGA Members shall be bound by the release of the Released PAGA Claims even if they have formally opted out of being a Settlement Class Member. Final Approval of the Settlement effectuates this release by PAGA Members and the LWDA.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive a Class Settlement Payment; or (B) exclude yourself from the Settlement (where you will not receive a Class Settlement Payment, but will still receive your PAGA Member Payment if you are entitled to such a payment). If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive a Settlement Payment under the Settlement, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the Release of Claims as described above. You will also receive a PAGA

[2] "Released Parties" means Defendants and their predecessors, successors and assigns, current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and current and former officers, directors, shareholders, employees, agents, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs).

Member Payment if you are determined to be a PAGA Member (a subset of the Class) and be bound by the release of the Released PAGA Claims.

OPTION B. <u>If You Want To Be Excluded From the Class Settlement</u>. If you do not want to be part of the Class Settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at Jimenez v. Roofline, Inc. Settlement, P.O. Box _____, [City], [State] [Zip], postmarked on or before **[Response Deadline**]. In order to be valid, your Request for Exclusion must: (1) state your full name, and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Jimenez v. Roofline, Inc.*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a Settlement Payment, and you will be bound by the Release of Claims as described above and all other terms of the Settlement. If you submit a valid and timely Request for Exclusion, you: will not be able to object to the Settlement; will not be guaranteed to receive benefits under the Settlement as a Class Member; and will have the option to pursue separate legal action against Defendants about the claims in the Action, except as to the claim under the PAGA. Whether or not you submit a Request for Exclusion, you will still receive a PAGA Member Payment if you are determined to be a PAGA Member (a subset of the Class) and be bound by the release of the Released PAGA Claims.

<u>Objecting to the Settlement</u>: If you believe disagree with the proposed Class Settlement you may object to it. To object, you must submit a written brief or statement of objection ("Notice of Objection") to the Settlement Administrator at Jimenez v. Roofline, Inc. Settlement, P.O. Box _____, [City], [State] [Zip], postmarked on or before **[Response Deadline**]. In order to be valid, the Notice of Objection must include: (1) your full name, (2) the last four digits of your Social Security Number, and (3) a clear statement explaining why you object to the Settlement. You can also hire an attorney at your own expense to represent you in your objection. **You cannot object to the Settlement if you request exclusion from the Settlement. You also cannot object to the PAGA Member Payment whether or not you request exclusion from the Settlement. You may appear at the Final Approval Hearing and be heard regardless of whether you submit a written objection.**

Even if you submit an objection, you will be bound by the terms of the Settlement, including the Release of Claims as set forth above, unless the Settlement is not finally approved by the Court.

<u>Disputing Your Pay Periods</u>

As mentioned above, if you dispute the accuracy of Defendants' records as to the number of Pay Periods worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your Pay Periods will be reviewed by the Parties and the Parties will attempt to agree to a resolution of the dispute. If the dispute is unable to be resolved by the Parties, Defendant will make the final decision on the dispute and the decision will be binding on the Class Member and no additional rights of appeal shall exist.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Incentive Payments to Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on _____________, 2025 at X:XX a.m. in Department 23 of the Sacramento County Superior Court, located at 720 9th Street Sacramento, California 95814. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive a Settlement Payment but may attend if you wish. You may attend in person or remotely.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for the County of Sacramento, located at 720 9th Street Sacramento, California 95814.

If you have questions regarding the Settlement, you may also contact the Settlement Administrator at 1-XXX-XXX-XXXX.

PLEASE DO NOT CALL OR WRITE TO THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

BY ORDER OF THE SACRAMENTO COUNTY SUPERIOR COURT