SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

FELIPE RAYGOZA, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiff,

vs.

TECTA AMERICA SOUTHERN CALIFORNIA INC., a California Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2501103
[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]

[PROPOSED] ORDER:

1) **PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT;**

2) **CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;**

3) **DIRECTING DISTRIBUTION TO THE CLASS OF THE SETTLEMENT NOTICE AND EXPLANATION FORM; AND**

4) **SETTING A HEARING FOR FINAL APPROVAL OF THE SETTLEMENT**

Having reviewed the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement" or "S.A."), which is attached as Exhibit A to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on October 15, 2026, between Plaintiff Felipe Raygoza and Defendant Tecta America Southern California, Inc. (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

2. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only: "All current and former nonexempt employees employed by Defendant in California at any time during the Class Period of March 4, 2021, through June 22, 2026."

3. Additionally, the "Aggrieved Employees" are defined to include: "All current and former nonexempt employees employed by Defendant in California at any time during the PAGA Period of March 4, 2024, through June 22, 2026."

4. The class action settlement set forth in the Settlement Agreement between Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only

to any objections that may be raised at the Final Approval Hearing.

5. For settlement purposes only, the Court appoints Plaintiff Felipe Raygoza as Class Representative, and Brian Mankin and Peter Carlson as Class Counsel.

6. The Court approves Phoenix Settlement Administrators to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement, including but not limited to paragraphs 60 to 72. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

7. The Court approves, as to form and content, the Class Notice, Exclusion Form, Objection Form and Dispute Form (attached hereto as Exhibits A, B, C, and D respectively) that the Class Members may use. The Court further finds the Class Notice, Exclusion Form and Objection Form fairly apprise the Class Members of the terms of the proposed settlement and of their options in connection with the settlement.

8. Class Members who wish to request exclusion or object to the Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice. Additionally, Class Members may dispute Weeks Worked by following the requirements and time periods set forth in the Notice.

9. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form and Objection Form by first class mail to the Class Members in English and Spanish in accordance with the Settlement Agreement and schedule set forth below. The Settlement Administrator shall also translate the Notice Packet from English to Spanish.

10. The Court finds that the deadlines and methods set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the

requirements of California law.

11. The Court directs the Settlement Administrator to perform address verification measures and mail the Notice Packet by first class mail to the Class Members not later than 14 days after it receives the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until 45 days after the mailing of the Notice Packet to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

November 6, 2026	Preliminary Approval (PA) Date
December 7, 2026 *(29 days after PA Date)*	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
January 21, 2027 *(45 days after mailing)*	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____, 2027 Time: 8:30 a.m.	Final Approval Hearing (*Proposed: March 26, 2027 – 140 days after PA Date*)

15. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiff or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: _____

_____
Honorable Harold Hopp

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Felipe Raygoza v. Tecta America Southern California Inc.
(Riverside Superior Court, Case No. CVRI2501103)

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

You may be eligible to receive money from the settlement of an employment class and representative action lawsuit referenced above ("Action") filed by Plaintiff Felipe Raygoza ("Plaintiff") against Defendant Tecta America Southern California Inc. ("Defendant") for alleged wage and hour violations. In the Action, Plaintiff pursue claims against Defendant and seeks payment of:

(1) Unpaid wages, statutory damages and penalties, interest, and attorneys' fees on behalf of the "Class Members" who are defined as "all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period of March 4, 2022, through June 22, 2026."

(2) Penalties under the California Private Attorneys General Act of 2004 ("PAGA") and attorneys' fees for the "Aggrieved Employees" who are defined as "all current and former nonexempt employees employed by Defendant in California at any time during the PAGA Period of March 4, 2024, through June 22, 2026." PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA"), the State of California, and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 65% to the LWDA and 35% to the Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your estimated Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

Calculations and Data Points for Estimated Payments			
Workweeks during Class Period	INSERT	***Estimated* Individual Class Payment**	$INSERT
Workweeks during PAGA Period	INSERT	***Estimated* Individual PAGA Payment**	$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) If you believe that you worked more weeks during the Class Period discussed above, you can submit a dispute to this calculation by DATE, 2026 ("**Response Deadline**"). See **Section 4** of this Notice.

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will be a "Participating Class Member" (*i.e.*, a Class Member that did not request exclusion from the Settlement) and will automatically receive an Individual Class Payment and Individual PAGA Payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described in **Section 3**.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by _____, 2026 (see **Section 6** for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See **Section 6** of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by _____, 2026 (see **Section 7** for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of Weeks Worked that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to Phoenix Settlement Administrators (the "Settlement Administrator"), a third party that is responsible for sending this Notice) (see **Section 4** for more details on how to submit a Dispute Form). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Weeks Worked you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE, 2026 **TIME: 8:30 A.M.**	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See **Section 8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

In the Action, Plaintiff alleged that Defendant violated California labor laws, including the alleged failure to pay proper minimum, regular and overtime wages (including sick and vacation pay), failure to provide proper meal and rest breaks or penalties, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to timely pay wages upon separation of employment, as well as unfair business practices and violation of wage orders related to these claims. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the PAGA.

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

Both Parties are represented by attorneys in the Action. See **Section 9** below for their contact information.

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

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, and has determined only that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay $675,000.00 as the "Settlement Amount." Defendant has agreed to pay a Total Settlement Amount of $675,000.00 (the "Settlement Amount"), and will deposit the Settlement Amount into an account controlled by Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount and then checks will be issued approximately 75 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Total Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount ($225,000.00) to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 each to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class.

C. $6,500 to the Settlement Administrator for services administering the Settlement.

D. Up to $50,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the remaining amount (the "Net Settlement Amount") will be disbursed to the Participating Class Members by making Individual Class Payments to Participating Class Members based on the allocation described in **Section 4**.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve a tax allocation with 10% as wages subject to withholding of all applicable local, state and federal taxes, subject to a W-2 tax form, and 90% for interest and statutory penalties from which no taxes will be withheld, subject to a 1099 tax form.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See **Section 6** of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will ultimately decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Weeks Worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement, consistent with the Parties' Settlement Agreement. The Settlement Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. Upon the Effective Date and Defendant's full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. "Released Class Claims" means the claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period. As used herein, "Released Parties" means Defendant, together with its officers, directors, employees, and agents.

10. Release of Released PAGA Claims. Upon the Effective Date and Defendant's full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. "Released PAGA Claims" means the PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letter and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The Released PAGA Claims shall bind only Plaintiff and the State of California.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members, *i.e.*, Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will

be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $17,500 by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Workweeks for each individual Aggrieved Employee during the PAGA Period. The Individual PAGA Payments will be reported on IRS Form 1099 if required by current IRS rules.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Period, as recorded in Defendant's records, is stated in the tables on page 1 of this Notice. You have until DATE ("Response Deadline") to dispute the number of Weeks Worked credited to you by mailing the enclosed Dispute Form to the Settlement Administrator. You may not dispute the Estimated Individual PAGA Payment. **Section 9** of this Notice has the Settlement Administrator's contact information.

You need to support your dispute by sending copies of the applicable documents or other records. The Settlement Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise dispute its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE, 2026**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or

your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in **Section 9** on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On INSERT DATE, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, whether to approve Plaintiff's request for the service award, whether to approve the Settlement Administrator's fees, and whether to approve the Individual Class Payments and Individual PAGA Payments. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on INSERT DATE and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at https://epublic-access.riverside.courts.ca.gov/public-portal/. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2501103) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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

Class Counsel	Settlement Administrator
Brian Mankin, Esq. *brian@LMLfirm.com* Peter Carlson, Esq. *peter@LMLfirm.com* Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Felipe Raygoza v. Tecta America Southern California Inc.
(Riverside Superior Court, Case No. CVRI2501103)

[NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Raygoza v. Tecta America Southern California Inc.* (Riverside Superior Court Case No. CVRI2501103). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment even if I exclude myself.

Signed on _____ _____
[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:
Name Mailing Address Telephone Number

EXHIBIT “C”

OBJECTION FORM

Felipe Raygoza v. Tecta America Southern California Inc.
(Riverside Superior Court, Case No. CVRI2501103)

[NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM**

Please note: if you wish to object to this Settlement, this form and any accompanying evidence must mailed to the Settlement Administrator at the address listed below and **postmarked** on or before **INSERT DATE**. If your form is submitted untimely, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

I OBJECT to the Settlement in the case of *Raygoza v. Tecta America Southern California Inc.* (Riverside Superior Court Case No. CVRI2501103) on the following grounds (if additional space is necessary, please include additional sheets of paper):

_____

_____

_____

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Signed on _____ _____

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT “D”

DISPUTE FORM

Felipe Raygoza v. Tecta America Southern California Inc.
(Riverside Superior Court, Case No. CVRI2501103)

Please verify and/or complete any missing identifying information:

[NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

The following charts are based on the records of Defendant Tecta America Southern California Inc. and reflect the number of Weeks Worked for Defendant as a nonexempt (hourly paid) employee in California during the "Class Period" (March 4, 2021, through June 22, 2026) and/or the "PAGA Period" (March 4, 2024, through June 22, 2026)

Data Points for Calculations of Individual Class Payment	
Weeks Worked during Class Period	INSERT

Data Points for Calculations of Individual PAGA Payment	
Weeks Worked during PAGA Period	INSERT

DO YOU DISAGREE WITH ANY OF THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____ _____

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number