

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JESUS OCEGUEDA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ROOFING SERVICES INTERNATIONAL,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2023-00012112-CU-OE-CTL

*[Assigned for all purposes to the Hon. Joel R.
Wohlfeil in Dept. C-73]*

**DECLARATION OF SEAN M. BLAKELY
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 27, 2024

Time: 9:00 a.m.

Dept.: C-73

Action Filed: March 23, 2023

Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Jesus Ocegueda (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-
17 filing research and analysis; drafting complaints; attending court hearings; corresponding with
18 opposing counsel; drafting and responding to written discovery; preparing for and taking and
19 defending depositions; analyzing payroll and timekeeping records and employee handbooks;
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification; drafting mediation briefs; attending mediations;
23 drafting long-form settlement agreements; drafting motions for preliminary and final settlement
24 approval; and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In each year from 2018 through 2023, Thomson Reuters recognized me as a Top
2 Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This
3 is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of
4 forty in Southern California each year.

5 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
6 involved in this case since its inception and I believe that the proposed Settlement is an excellent
7 result for the Settlement Class.

8 8. Established in 1993, Defendant Roofing Services International, Inc. (hereinafter
9 “RSI”) provides roofing and leak protection services to residential and commercial clients
10 throughout San Diego County.

11 9. On March 23, 2023, Plaintiff filed his Class Action Complaint in San Diego
12 County Superior Court, alleging that RSI: (i) failed to pay all minimum wages; (ii) failed to pay
13 all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to provide all lawful
14 rest periods; (v) failed to timely pay earned wages at the time of separation of employment; (vi)
15 failed to reimburse for all necessary business expenditures; and (vii) engaged in unfair
16 competition in violation of California Business & Professions Code § 17200 *et seq.* On March 5,
17 2024, Plaintiff sent his PAGA notice letter to the Labor Workforce Development Agency
18 (“LWDA”). A true and correct copy of the Plaintiff’s March 5, 2024 PAGA letter is attached as
19 **Exhibit B**. On May 13, 2024, as part of the Settlement, Plaintiff filed the operative First Amended
20 Class and Representative Action Complaint (“FAC”) to add causes of action for (1) failure to
21 provide accurate and itemized wage statements, and (2) civil penalties under the Private Attorneys
22 General Act (“PAGA”).

23 10. In connection with mediation, the Parties engaged in extensive informal discovery.
24 RSI produced timekeeping and payroll records for a sampling of non-exempt employees during
25 the Class Period, as well as its relevant written wage and hour policies/procedures. RSI also
26 provided relevant data points such as the total number of non-exempt employees who earned
27 piece-rate wages, exemplars of RSI’s retroactive payments to employees for their rest periods,
28 including how RSI calculated those payments, as well as information regarding RSI’s retroactive

1 payments for use of employee cellphones. Plaintiff hired a labor economist with a Ph.D. in
2 economics to assist Plaintiff in conducting a comprehensive analysis and extrapolation of the
3 payroll and timekeeping data produced by RSI to create a detailed exposure analysis for all claims
4 at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims,
5 the chances of certification of Plaintiff's claims, and RSI's potential defenses.

6 11. On September 7, 2023, the Parties participated in a mediation with Honorable
7 Glenda Sanders (Ret.), a well-respected wage and hour class action mediator. During mediation,
8 the Parties vigorously debated their opposing legal positions, the likelihood of certification of
9 Plaintiff's claims, the legal basis for the claims and defenses, as well as RSI's financial condition.
10 Although the Parties did not reach a settlement at the mediation, the Parties agreed at the
11 conclusion of mediation to schedule a second day of mediation following RSI's production of its
12 financial records.

13 12. Shortly after the first day of mediation, RSI provided Plaintiff with its financial
14 records. Plaintiff's retained expert, Keith D. Messerschmidt, who is a forensic accountant and has
15 consulted or provided expert testimony in dozens of litigation and insurance matters, reviewed
16 the financial documents provided by RSI to evaluate RSI's financial condition. Following
17 Plaintiff's review, the Parties attended a second day of mediation with Judge Sanders on February
18 7, 2024. At the conclusion of the mediation, Judge Sanders issued a mediator's proposal for a
19 class-wide settlement, which was ultimately accepted by both sides. During the months that
20 followed, the Parties finalized the terms of the Settlement and executed a long-form settlement
21 agreement now before the Court. A true and correct copy of the Stipulation of Settlement is
22 attached hereto as **Exhibit A**. The proposed Class Notice and Notice of Estimated Settlement
23 Award are attached as **Exhibits 1** and **2**, respectively, to the Settlement Agreement.

24 13. The monetary terms of the Settlement are summarized below:

- 25
- 26 • Gross Settlement Amount ("GSA"): \$450,000.00
 - 27 • Minus Court-approved attorneys' fees: \$150,000.00
 - 28 • Minus Court-approved verified costs (up to): \$35,000.00
 - Minus Court-approved Enhancement Payment: \$10,000.00
 - Minus amount set aside as PAGA penalties: \$30,000.00
 - Minus estimated settlement administration costs: \$10,000.00

Net Settlement Amount (“NSA”): \$215,000.00
• Plus 25% “PAGA Amount” to Settlement Class: \$7,500.00
Total Amount Paid to Settlement Class Members: \$222,500.00

14. Based on information from RSI, there are approximately 215 Settlement Class members. Therefore, the average Individual Settlement Amount from the NSA is projected to be approximately \$1,000.00. There are approximately 59 “Aggrieved Employees” who worked during the PAGA Period. Therefore, the average payment from the Individual PAGA Amount is estimated to be approximately \$127.12.

15. Plaintiff alleges that RSI paid Plaintiff and other non-exempt employees pursuant to unlawful piece-rate plans that did not separately compensate them for “non-productive” time as required by California Law. Specifically, Plaintiff alleges that he was paid on a piece-rate basis whereby he was paid a pre-determined rate per each roofing unit completed. Plaintiff alleges RSI’s piece-rate compensation plan is unlawful as it failed to compensate Plaintiff and other non-exempt employees for time spent on tasks that were not tied to earning piece-rate compensation, such as traveling between jobsites, loading tools, and waiting for materials to arrive. Based on Plaintiff’s experience, Plaintiff estimated that employees worked a total of thirty (30) minutes of non-productive time per shift. Additionally, based on Plaintiff’s expert’s analysis and extrapolation of employee timekeeping records, Plaintiff determined that Plaintiff and other piece-rate employees worked a total of 24,510 shifts prior to April 2021 and that employees earned piece rate pay on approximately 2/5 of their shifts during this time. RSI further represented that the average rate of pay for employees during the Class Period was \$25.95 per hour. Accordingly, Plaintiff calculated RSI’s potential exposure for unpaid non-productive time to be \$127,207 (24,510 shifts * 2/5 violation rate * 0.5 hours * \$25.95 average hourly rate). RSI argues that it paid all wages owed to employees and its compensation plans fully comply with California law. RSI also contends that employees experienced minimal (if any) uncompensated “non-productive” time as the majority of alleged non-productive activities were directly related to the piece-rate task of installing shingles. RSI further argues that there are only a select number of employees who earned piece-rate wages during the Class Period as it only paid employees by piece-rate when they were installing shingles and completely stopped paying employees by piece-

rate altogether by April 2021. RSI further maintains that certification on the non-productive time claim is unlikely because questions of non-productive time would be highly individualized as there are no records or other common evidence to accurately account for the time spent on the alleged non-productive tasks. Based on these defenses, Plaintiff discounted RSI's potential liability by 30% for a risk of non-certification, and by an additional 35% to account for the risk of being unsuccessful on the merits or failure to recover the full amount sought, for a projected total of \$57,879.

16. Plaintiff alleges that RSI failed to permit and authorize paid rest periods to its piece-rate employees due to its failure to separately compensate employees for required rest periods when they were compensated on a piece-rate basis. As a result, Plaintiff maintains that RSI is liable for rest period premiums for each workday in which at least one rest period was not separately compensated. Plaintiff further asserts that although RSI retroactively paid its employees back-pay for their rest period time in July 2020, RSI still owed its employees a rest period premium for its failure to permit and authorize *paid* rest periods pursuant to Labor Code section 226.7. Based on Plaintiff's expert's analysis of RSI's time records, Plaintiff calculates employees worked 14,361 shifts prior to July 1, 2020 and that employees earned piece rate pay on approximately 2/5 of their shifts during this time. Accordingly, Plaintiff estimated RSI's exposure for failure to permit and authorize paid rest periods is approximately \$149,067 (14,361 shifts * 2/5 violation rate * \$25.95 average premium). In response, RSI contends that it has paid its employees all wages owed and it retroactively paid its employees for their rest periods in July 2020 and began automatically paying its employees for their rest period time thereafter. RSI further argues that any liability for its alleged failure to separately compensate employees working on a piece-rate basis for rest periods would be limited to back-pay for the rest periods themselves (i.e. pay for the 10 minutes of rest) as opposed to the rest period penalties under Labor Code section 226.7, and since it has already retroactively paid its employees for their rest periods, RSI contends no additional wages are owed. RSI further contends that any liability associated with piece-rate pay would end in April 2021 as it completely stopped paying employees by piece-rate in April 2021. In light of these defenses, Plaintiff discounted the maximum amount that the class

could potentially recover by 15% for risk of non-certification and an additional 40% to account for the risk of being unsuccessful on the merits to arrive at a projected exposure of \$76,024.

17. Plaintiff alleges that RSI failed to provide legally compliant meal periods due to their meal period policies/practices, which frequently resulted in late and/or short meal periods. Specifically, due to work demands imposed by RSI, Plaintiff and other Settlement Class members were often not provided with a first meal period prior to the conclusion of their fifth hour of work. Plaintiff also alleges that Settlement Class members were not provided with a second meal period when they worked shifts in excess of 10.0 hours in a workday. Based on Plaintiff's expert's review and extrapolation of the timekeeping records RSI produced, there were approximately 20,494 non-compliant meal periods during the Class Period. Therefore, Plaintiff calculated RSI's maximum exposure for meal period violations at approximately \$531,819 (20,494 non-complaint meal periods * \$25.95 average premium). RSI contends that it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. RSI further contends that it always provides employees with the opportunity to take meal periods and is not required to *ensure* they are taken. Thus, RSI argues that any non-compliant meal periods resulted from lawful employee waiver or choice rather than any policy and/or practice of RSI. Additionally, with respect to second meal periods, RSI asserts that many employees choose to waive their second meal periods on shifts over 10.0 hours and under 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. Finally, RSI maintains Plaintiff's meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant meal periods, how many meal periods were non-compliant, the reasons why a particular employee did not take a meal period on a particular shift, and for second meal periods, whether they waived the meal period. In light of these defenses, Plaintiff discounted RSI's maximum exposure by 40% for the risk of non-certification, and an additional 45% to account for RSI's defenses on the merits or failure to recover the full amount sought, to arrive at an estimated total of approximately \$175,500.

18. Plaintiff alleges that RSI paid its employees non-discretionary incentive pay,

1 including but not limited to, bonus payments denoted on their payroll records as “BONUS,” that
2 are not excludable from an employee’s “regular rate” of pay. However, Plaintiff asserts that RSI
3 failed to include the value of these bonuses when calculating employees’ respective regular rates
4 of pay for the purposes of overtime. As a result, Plaintiff alleges that RSI thereby failed to pay all
5 overtime wages owed. RSI argues any bonus payments made were purely discretionary end of
6 the year bonuses, and therefore are properly excluded from the regular rate of pay. RSI further
7 contends that the discretionary bonuses were not tied to employees’ hours worked and therefore
8 do not need to be included in the regular rate. RSI pointed Plaintiff to the fact that the bonuses
9 are only provided to the employees once a year and vary in range, with the majority being between
10 \$100 and \$200. Based on the data and information provided, Plaintiff estimated RSI’s maximum
11 liability for regular rate miscalculations to be approximately \$5,000.

12 19. Plaintiff alleges that prior to April 2020, RSI underpaid employees due to its
13 unlawful rounding and time-shaving policies/practices. Specifically, Plaintiff alleges that prior to
14 April 2020, RSI’s supervisors/foreman filled out employee timesheets and employees were not
15 able to record their own hours worked. Plaintiff alleges that RSI’s supervisors/foreman would
16 record employees’ hours worked in quarter-hour increments, which resulted in a failure to
17 compensate Plaintiff and other non-exempt employees for all hours worked. During this time
18 period, Plaintiff estimates that RSI failed to compensate each employee by approximately 10
19 minutes per shift. Plaintiff further calculated that employees worked approximately 11,484 shifts
20 during the time period of March 29, 2019 through April 2020. Therefore, Plaintiff estimates RSI’s
21 potential exposure for failure to pay all wages at approximately \$49,668 (10 minutes * 11,484
22 shifts * \$25.95 average hourly rate). RSI argues that its timekeeping policies/practices complied
23 with California law and that it paid its employees for all hours worked throughout the Class
24 Period. RSI argues that prior to April 2020, its non-exempt employees recorded their hours
25 worked manually and that to the extent employees recorded their hours worked in quarter-hour
26 increments, they did so voluntarily. Additionally, RSI asserts that Plaintiff would be unable to
27 certify this claim since individualized inquiries would be necessary as to whether employees were
28 in fact underpaid, or potentially overpaid, for each workday in question, resulting in an

unmanageable series of mini-trials. RSI maintains that this is especially true given that prior to April 2020, RSI did not maintain electronic timekeeping records but rather relied on the manual timekeeping records. Given these defenses, Plaintiff discounted RSI's exposure by 40% for risk of non-certification and an additional 45% for a risk of being unsuccessful on the merits or failing to recover the full amount sought, to arrive at an estimated realistic exposure of approximately \$16,391.

20. Plaintiff alleges that when RSI transitioned to recording its employees' hours worked electronically in April 2020, it began requiring its employees to download an application on their personal cell phones in order to clock in and out. Plaintiff alleges that despite requiring its employees to download this application and clock in and out for their shift on their personal cell phones, RSI failed to reimburse its employees for use of their personal cellphones in violation of Labor Code § 2802. Plaintiff estimates that there were approximately 5,924 workweeks worked by employees after April 2020 and that \$2.50 per workweek (\$10 per month) is an adequate reimbursement for cell phone expenses. Therefore, Plaintiff calculated RSI's exposure for this claim at \$14,810 (5,924 workweeks * \$2.50 reimbursement). RSI argues that it has paid its employees for all necessary business expenses including use of their personal cellphones. Specifically, RSI maintains that it made retroactive payments of \$10 per month to all of its employees for the period of April 1, 2020 to June 1, 2023 and began automatically paying its employees \$10 per month for use of their cellphones after June 1, 2023. RSI maintains that \$10 per month is more than adequate as many employees have cellphones with unlimited data and therefore, it is questionable whether employees even incur any additional expense as a result of clocking and clocking out through the application. RSI also maintains that this claim is not suited for class certification, as it would require a series of mini-trials to determine which employees actually incurred any additional cellphone expenses and whether those expenses were reasonable. In light of these defenses, Plaintiff discounted this claim by 50% for the risk of non-certification and by an additional 60% for risk of losing on the merits or failing to recover the full amount sought, to arrive at a realistic estimated exposure of approximately \$2,962.

21. As a result of the Labor Code violations described above, Plaintiff alleges that RSI

1 failed to comply with their final pay obligations set forth in Labor Code §§ 201-203. RSI's records
2 show approximately 113 non-exempt employees who separated their employment with RSI since
3 March 29, 2020, and are therefore eligible for waiting time penalties. Based on an hourly rate of
4 \$25.95, Plaintiff estimated the average waiting time penalty per former employee to be
5 approximately \$6,228 ($\$25.95 \times 8 \text{ hours per day} \times 30 \text{ days}$). Therefore, Plaintiff calculated RSI's
6 maximum exposure for potential waiting time penalties to be approximately \$703,764 (113
7 $\text{former employees} \times \$6,228 \text{ average penalty}$). In response, RSI argues that it possesses strong,
8 good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time
9 penalties, which are only available for the "willful" failure to pay wages. RSI further argues that
10 it made efforts to correct any known Labor Code violations as evidenced by its retroactive
11 payments for potential rest period violations and unreimbursed cellphone expenses and on this
12 basis, Plaintiff would not be able to show that RSI willfully failed to pay wages. RSI further
13 asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former
14 employee experienced the alleged Labor Code violations. Moreover, because the waiting time
15 claim is derivative of Plaintiff's underlying wage claims, RSI argues that Plaintiff would need to
16 overcome RSI's defenses, both as to class certification and on the merits, as to their underlying
17 claims. To account for RSI's defenses, Plaintiff discounted the maximum exposure by 50% for
18 the risk of non-certification and an additional 65% for the risk of losing on the merits and/or not
19 receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
20 \$123,159.

21 22. As a further result of the unpaid wages and unpaid meal and rest period premiums,
22 Plaintiff alleges that RSI is liable for wage statement penalties. Those penalties are calculated as
23 \$50 for each "initial" violation and \$100 for each "subsequent" violation, with a maximum of
24 \$4,000 per employee. *See* Labor Code § 226(e). Based on Plaintiff's determination that there were
25 approximately 59 unique employees during the liability period applicable to Plaintiff's wage
26 statement claim, Plaintiff calculated RSI's potential wage statement exposure to be
27 approximately \$236,000 ($59 \text{ employees} \times \$4,000 \text{ max penalty}$). RSI argues any alleged wage
28 statement violations were not "knowing and intentional," and Plaintiff cannot show he or other

1 non-exempt employees “suffer[ed] injury” due to the alleged wage statement violations, as
2 required by Labor Code § 226(e) for the imposition of penalties. Further, RSI contends its wage
3 statements always accurately reflected hours worked and amounts paid as well as all other
4 required information, precluding liability for wage statement penalties. In light of these defenses,
5 Plaintiff discounted the maximum exposure by 50% for risk of non-certification, and by an
6 additional 65% for risk of being unsuccessful on the merits or failure to recover the full amount
7 sought, for an estimated realistic exposure of approximately \$41,300.

8 23. As a further result of the foregoing Labor Code violations, Plaintiff alleges that
9 RSI is liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA
10 exposure of approximately \$330,300 (3,303 pay periods * \$100 “initial” penalty). Since
11 Plaintiff’s PAGA claim is derivative of Plaintiff’s underlying wage claims, RSI asserts the PAGA
12 claim would fail with those claims. RSI further maintains that, given its good faith defenses, this
13 Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find
14 RSI liable for any of Plaintiff’s claims. Therefore, Plaintiff discounted the maximum figure by
15 50% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every
16 pay period, and an additional 70% to account for the possibility of this Court reducing penalties,
17 to arrive at an estimated exposure of approximately \$49,545.

18 24. Using these estimated figures for each of the claims described above, Plaintiff
19 predicted that the potential realistic recovery for the Settlement Class would be approximately
20 \$547,760. The proposed Settlement of \$450,000 represents approximately 82% of the reasonably
21 forecasted recovery for the Settlement Class.

22 25. Although the Parties engaged in significant discovery prior to mediation, the
23 Parties still had discovery to complete had the matter not settled. This would have required
24 expenditure of substantial time and resources by both Parties that would have very likely spanned
25 several more years. Even if Plaintiff was to certify the classes, the Parties would incur
26 considerably more attorneys’ fees and costs through a possible decertification motion, trial, and
27 possible appeal. This Settlement avoids those risks and the accompanying expense.

28 26. My office will also apply for an attorneys’ fees award of one-third of the Gross

1 Settlement Amount, which is currently estimated to be \$150,000.00, and up to \$35,000.00 in
2 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
3 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
4 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
5 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
6 analyzing Settlement Class members' timekeeping and payroll records with the help of a retained
7 expert, creating a comprehensive damages model, preparing for and attending two mediations,
8 reviewing RSI's financials with the help of a retained forensic accountant, negotiating and
9 preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating
10 the case. Class Counsel expects to expend additional attorney time in attending the hearing on
11 this Motion, overseeing the Notice process and fielding questions from Settlement Class
12 members, preparing the Final Approval papers, and attending the Final Approval hearing.

13 27. Plaintiff will apply for a Class Representative Enhancement Payment at the time
14 of seeking final approval of the proposed class action settlement in the amount of \$10,000.00. As
15 will be fully briefed at the time of final approval, Plaintiff's requested Enhancement Payment is
16 intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class,
17 including providing substantial factual information and documents to Class Counsel, discussing
18 the claims and theories at issue in the litigation, actively participating in the prosecution of his
19 claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named
20 plaintiff in this case, and the fact that Plaintiff agreed to a general release of all claims subject to
21 a waiver of Civil Code § 1542.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on June 4, 2024, at El Segundo, California.

24 
25 Sean M. Blakely
26
27
28

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Jesus Ocegueda (“Plaintiff”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Roofing Services International, Inc. (“RSI” or Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Christy D. Joseph, Erin D. Leach, and Kevin M. Brown of Snell & Wilmer LLP.

On March 23, 2023, Plaintiff filed a class action lawsuit against Defendant in San Diego County Superior Court, in the matter titled *Jesus Ocegueda v. Roofing Services International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00012112-CU-OE-CTL, alleging the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) waiting time penalties; (6) failure to reimburse for all necessary business expenditures; and (7) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*) (the “Action”). As part of the Settlement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) for settlement purposes only to add causes of action for failure to provide accurate and itemized wage statements and for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698, *et seq.*

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action to resolve both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Roofing Services International, Inc. in California at any time from March 23, 2019 through the date of preliminary approval of the Settlement. (the “Class Period”) who did not sign a separation and release agreement with Roofing Services International, Inc.,

Defendant represents that as of February 6, 2024 there were approximately 206 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in the Action or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into this Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** As of the Final Effective Date (as defined below), and upon Defendant’s complete funding of the Gross Settlement Amount (as

defined below), Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, assigns, predecessors or successors, and all agents, employees, consultants, officers, directors, members, managers, agents, trustees, representatives, holding companies, insurers, and attorneys thereof, (collectively, the “Released Parties”), as follows:

- A. **Release by Settlement Class.** Settlement Class members (except those who opt-out) shall release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts alleged in the operative FAC including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide compliant itemized wage statements; (6) failure to timely pay wages at the end of employment; (7) failure to reimburse for necessary business expenditures; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration of the class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in a non-exempt role in California at any point from March 5, 2023 through the date of preliminary approval of the Settlement (the “PAGA Period”) are “Aggrieved Employees” and shall release Defendant from all claims, causes of action, or legal theories that were alleged or could have been alleged based on facts in the in the operative FAC, that were stated for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s March 5, 2024 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **General Release by Plaintiff.** In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from his employment with Defendant, for the duration of the Class period (“Plaintiff’s Released Claims”). Plaintiff and Defendant understand and agree that, by way of this release, Plaintiff is not releasing, compromising, settling, or resolving any claims for or related to workers’ compensation, any claims for unemployment insurance benefits, nor any other claims which cannot be released as a matter of law. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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. **Effective Date:** The “Effective Date” of the settlement agreement shall be the day after all of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) judgment approving the settlement becomes Final. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court’s judgment, the Settlement will be “Final” on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be “Final” on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount (“Gross Settlement Amount”) of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator in quarterly installment payments over a period of 18 months until the entire Gross Settlement Amount is deposited, with the first installment payment occurring on March 1, 2025. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount, in connection with this Agreement, except (i) any amount under the Escalator Clause in Section 3.E. and (ii) any employer-side payroll taxes to be paid separately by Defendant under Section 3.D.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff’s Class Representative Enhancement Payment, in recognition of his contributions to the Action and service to the Settlement Class and his full release;
 - (4) Up to one-third of the Gross Settlement Amount (currently estimated to be \$150,000.00) in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by

declaration, which are currently estimated to be no greater than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); and

- (5) Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

The amounts described in Section 3.C.(1)-(5) are subject to Court approval. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount (described below).

- D. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes that are part of any Individual Settlement Amount designated as wages, which shall be paid by Defendant separate from, and in addition to, the Gross Settlement Amount. Defendant shall deposit the employer-side taxes with the Settlement Administrator no later than the date it deposits the Gross Settlement Amount as described in Section 3.B.
- E. **Escalator Clause.** The Gross Settlement amount is based on Defendant’s representations that there were approximately 13,232 workweeks worked by Class members during the Class Period as of the second day of mediation on February 7, 2024. If, at the time of preliminary approval, the number of workweeks worked during the Class Period has increased by 10% or more (i.e., if there are 14,556 or more workweeks), the Gross Settlement Amount shall increase on a proportional basis by the amount exceeding 10% (i.e., if there was a 13% increase in the number of total workweeks, the Gross Settlement Amount shall increase by 3%) or at Defendant’s sole option the Class Period may be ended as of the date that the Class Period exceeds 14,556 workweeks.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the total amount set aside as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Settlement Awards will be the total of each Settlement Class member’s: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.

- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate workweeks worked in a non-exempt role during the Class Period, and which shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked in a non-exempt during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members in non-exempt roles during the Class Period.
 - ii. Payments from the PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member (regardless whether they opt out) who was employed by Defendant in a non-exempt role in California at any time during the PAGA Period shall receive a portion of the \$7,500.00 of the Gross Settlement Amount that has been designated as the "PAGA Amount" (as indicated above), proportionate to the number of Pay Periods that he or she worked during the PAGA Period in a non-exempt role, and which shall be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of Pay Periods worked during the PAGA Period in a non-exempt role, and the denominator of which is the total Pay Periods worked by all Settlement Class members in non-exempt roles during the PAGA Period. Settlement Class members whose Settlement Award includes payments from both the Net Settlement Amount and the PAGA Amount will have both amounts aggregated in one check.
- B. **Calculation of Settlement Awards.** Within five (5) Court days of the Final Effective Date, the Settlement Administrator will calculate individual Settlement Awards, as well as the amount of the employer's share of payroll taxes due on the wage portion of the individual Settlement Awards, and provide the same to counsel for review and approval.
- C. **Payment of Individual Settlement Awards.** Within five (5) Court days of (i) the Final Effective Date occurring and (ii) Defendant's final deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, and PAGA payment to the LWDA after it mails Settlement Awards to Settlement Class members all out of the Gross Settlement Amount.
- D. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) penalties and reimbursements. The

Settlement Administrator will issue to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties, reimbursements, and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, including but not limited to, 401K benefits or matching benefits. Each Settlement Class member is responsible for the proper tax treatment of his/her/their Individual Settlement Award, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Individual Settlement Awards. Each Settlement Class member agrees to hold harmless Plaintiff, Defendant, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

- E. Each member of the Settlement Class who is issued an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails the payment. Any funds associated with a check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee and cost award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment to Plaintiff of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Gross Settlement Amount, for his time and risk in prosecuting this case, his individual release of all claims, his Code of Civil Procedure section 1542 waiver, and his services to the Settlement Class. Plaintiff's Class Representative Enhancement Payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class member, and shall be

reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Parties will not object to the appointment of Phoenix Settlement Administrators (“Phoenix”) as the Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Phoenix’s services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards, preparing all checks, tax documents, and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after all Individual Settlement Awards have been mailed to Settlement Class members and the PAGA payment is made to the LWDA. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court in the Class Action for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as the Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of the same in English and Spanish; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and Workweek and Pay Period data (“Class Data”) for each Settlement Class member during the Class Period.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member and receive approval from counsel of those calculations; and (iv) mail via First Class U.S. mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the class Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.
 - ii. The Settlement Administrator shall serve all requests for exclusion as received on Defendant’s counsel.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on

Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award (excluding any tax calculations) as well as the information that was used to calculate the estimated Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the

Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for submitting requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **No Publicity.** Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a class claim against a company so long as neither Defendant, nor the Plaintiff are identified. However, Class Counsel is authorized to make disclosures to the Court and the LWDA, the Class members, the PAGA members, the Settlement Administrator, and for any other reason necessary to effectuate obtaining the approval of the settlement or the administration thereof. Notwithstanding the foregoing, Class Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of Class Counsel's experience and/or adequacy in PAGA representative actions and/or class actions. Nothing in the provision is intended to violate California Rules of Professional Conduct Rule 5.6.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: Christy D. Joseph
Snell & Wilmer LLP
12230 El Camino Real, Suite 300, San Diego, CA 92130
cjoseph@swlaw.com

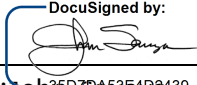
15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: 5/31/2024, 2024

ROOFING SERVICES INTERNATIONAL, INC.

By: 
Name: John Sawaya
Title: CEO

DATED: 05/23/24, 2024

PLAINTIFF JESUS OCEGUEDA

By: 
Jesus Ocegueda (May 23, 2024 17:51 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: May 31, 2024

SNELL & WILMER LLP

By: 

Christy D. Joseph
Attorneys for Defendant

DATED: May 23, 2024

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JESUS OCEGUEDA, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

ROOFING SERVICES INTERNATIONAL, INC., a
California Corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2023-00012112-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who worked for Defendant Roofing Services International, Inc. in California at any time from March 23, 2019 through <<PRELIM APPROVAL DATE>> who did not sign a separation and release agreement with Roofing Services International, Inc. These employees will be referred to as the “Settlement Class” or “Settlement Class members.”

PLEASE READ CAREFULLY

**THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Jesus Ocegueda v. Roofing Services International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00012112-CU-OE-CTL (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Roofing Services International, Inc.’s (“RSI”) records show that you were employed by RSI as a non-exempt employee in the State of California at some time between March 23, 2019 through <<PRELIM APPROVAL DATE>> (the “Class Period”) and did not previously sign a separation and release agreement with RSI, and therefore are part of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will automatically receive a settlement payment if the Court grants final approval of the settlement, and you will be bound by the release provisions in the Settlement Agreement.
OPT OUT	You may opt out of the class portion of the settlement by submitting a Request for Exclusion (described below). If you opt out, you may not object to the settlement, you shall not receive a payment from the class portion of the Settlement, and you will not be bound by the class release provisions in the Settlement Agreement. Any Request for Exclusion must be submitted by <<RESPONSE DEADLINE>>. You cannot opt out of the PAGA portion of the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OBJECT	You may object to the settlement by submitting a written objection and/or appearing at the Final Approval Hearing. Any written objections must be submitted by <<<RESPONSE DEADLINE>>>.
FINAL APPROVAL HEARING	The Final Approval Hearing will be held on [DATE/TIME] in Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Final Approval Hearing may be postponed without further notice to the Settlement Class.

What is this case about?

On March 23, 2023, Plaintiff Jesus Ocegueda (“Plaintiff”) filed a Class Action lawsuit on behalf of all current and former non-exempt employees who worked for RSI in California at any time during the Class Period. On May 17, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”) The FAC alleges that RSI violated California law by: (1) failing to pay minimum wages for all hours worked; (2) failing to pay all overtime wages; (3) failing to provide all legally required meal periods; (4) failing to authorize and permit all legally required rest periods; (5) failing to furnish accurate and itemized wage statements; (6) failing to timely pay all wages owing upon separation of employment; (7) failing to reimburse employees for necessary business expenditures; (8) engaging in unlawful business practices as a result of the foregoing allegations; and (9) as a result of these alleged violations, is liable for civil penalties under the PAGA. Plaintiff is known as the “Class Representative.” Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.” Plaintiff and RSI are collectively referred to as the “Parties”.

RSI denies that it has done anything wrong and denies that it owes Settlement Class members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of RSI, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with business operations, the Parties concluded that it is in RSI’s best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after two mediation sessions and negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to RSI, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by RSI, your decision about whether to participate in the Settlement will not affect your employment. California law and RSI’s policy strictly prohibit unlawful retaliation. RSI will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class members:	Attorneys for RSI:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	SNELL & WILMER LLP Christy D. Joseph cjoseph@swlaw.com Erin D. Leach eleach@swlaw.com Kevin M. Brown kmbrown@swlaw.com 12230 El Camino Real, Suite 300 San Diego, CA 92130 Telephone: (858) 434-5020 Facsimile: (858) 434-5006 www.swlaw.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for RSI in California at any time from March 23, 2019 through <<PRELIM APPROVAL DATE>> who did not sign a separation and release agreement with RSI. If the Court grants final approval of the Settlement, Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against RSI, as specifically described below.

RSI has agreed to pay \$450,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and costs, settlement administration costs, the Class Representative Enhancement Payment, and the amount designated as PAGA civil penalties.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount (which is currently estimated to be \$150,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the Settlement Administration Costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$10,000.00 as the Class Representative Enhancement Payment. This payment is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class members and in exchange for a full release.

PAGA Payment to the State of California. The Parties have agreed to allocate \$30,000.00 of the Gross Settlement Amount towards the Settlement of the PAGA claims alleged in the Lawsuit. Pursuant to the requirements of the PAGA, 75% of that amount, or \$22,500.00, will be paid to the State of California Labor and Workforce Development Agency (“LWDA”). The remaining \$7,500.00 has been designated as the “PAGA Amount” and will be allocated to Settlement Class members as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately \$215,000.00. Together with the \$7,500.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$222,500.00. The NSA will be distributed to Settlement Class members as follows:

- (i) The NSA will be distributed to all participating Settlement Class members, and will be allocated proportionately based on each participating Settlement Class member’s proportionate workweeks worked for RSI in a non-exempt role in California during the Class Period.
- (ii) In addition to the NSA, \$7,500.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (including those who exclude themselves from the class action settlement) who were employed by RSI in a non-exempt role in California at any time between March 5, 2023 through <<PRELIM

APPROVAL DATE>> (the “PAGA Period”), in proportion to the number of Pay Periods that each Settlement Class member worked for RSI in a non-exempt role during that time period.

Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class members who did not opt out of the settlement by submitting a valid and timely Request for Exclusion.

Allocation and Taxes. For tax purposes, each Class Member’s Settlement Award from the NSA will be allocated as one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) penalties and reimbursements. Any payment made from the PAGA amount shall be treated as 100% penalties. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties, reimbursements, and interest). Settlement Class members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, RSI and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. As of the Final Effective Date, and upon RSI’s complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) shall release RSI and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, assigns, predecessors or successors, and all agents, employees, consultants, officers, directors, members, managers, agents, trustees, representatives, holding companies, insurers, and attorneys thereof (the “Released Parties”) from all claims, causes of action, and legal theories alleged or which could have been alleged based on the operative FAC, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide compliant itemized wage statements; (6) failure to timely pay wages at the end of employment; (7) failure to reimburse for necessary business expenditures; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration of the Class Period.

In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for RSI in a non-exempt role in California at any point during the PAGA Period are “Aggrieved Employees” and shall release RSI from all claims, causes of action, or legal theories that were alleged or could have been alleged based on facts in the operative FAC, that were stated for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s March 5, 2024 Notification Letter to the LWDA (“the PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the proportionate number of workweeks you worked during the Class Period in a non-exempt role and the proportionate number of pay periods you worked during the PAGA Period in a non-exempt role. Your estimated Settlement Award is included in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Award, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the check will become void, and the funds associated with such voided check will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the proportionate number of workweeks you worked during the Class Period for RSI in a non-exempt role and the proportionate number of pay periods you worked during the PAGA Period. The information contained in RSI's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion no later than **<<RESPONSE DEADLINE>>**. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the **<<RESPONSE DEADLINE>>**, and mailed to the Settlement Administrator at the address specified in the Class Notice.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jesus Ocegueda v. Roofing Services International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00012112-CU-OE-CTL. You need not file a written objection in order to appear at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department C-73 of the San Diego County Superior Court,

located at 330 West Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office located at 330 West Broadway, San Diego, California 92101, during regular Court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, RSI, OR IT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

JESUS OCEGUEDA V. ROOFING SERVICES INTERNATIONAL, INC.
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00012112-CU-OE-CTL

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Roofing Services International, Inc. ("RSI") records:

- (a) you worked [REDACTED] workweeks for RSI as a non-exempt employee in California between March 23, 2019 through the date of preliminary approval of the Settlement; and
- (b) you worked [REDACTED] pay periods for RSI as a non-exempt employee in California between March 5, 2023 through the date of preliminary approval of the Settlement.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from RSI's records, RSI's records will control unless you are able to provide documentation that establishes otherwise, and that RSI's records are mistaken. If there is a dispute about whether RSI's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 5, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jesus Ocegueda v. Roofing Services International, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Jesus Ocegueda (“Mr. Ocegueda”) in claims arising from his employment with Roofing Services International, Inc.; and Does 1 through 100 (collectively “Roofing Services”). Mr. Ocegueda is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Roofing Services’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Roofing Services’ non-exempt employees who worked for Roofing Services in California during the one year immediately preceding the date of this letter through the present.

Roofing Services provides roofing and leak prevention services to residential and commercial customers throughout San Diego County. Mr. Ocegueda has worked for Roofing Services as a non-exempt employee from October 2018 until approximately November 2020.

Throughout his employment with Roofing Services, Mr. Ocegueda was paid on a piece-rate basis, whereby he was paid a pre-determined rate per each roofing unit he completed. During his employment with Roofing Services, Roofing Services failed to pay Mr. Ocegueda and other aggrieved employees who were compensated on a piece-rate basis for so-called “non-productive” time (i.e., hours that they were working but were not actually performing piece-rate work). For example, Mr. Ocegueda was required to travel between jobsites, unload tools, and wait for materials to arrive at jobsites. Under Roofing Services’ piece-rate compensation system, Mr. Ocegueda was not compensated for time spent performing such tasks. As a result of these practices, Roofing Services did not pay Mr. Ocegueda and other aggrieved employees for all hours worked at the minimum wage when they were being compensated on a piece-rate basis, as Roofing Services failed to pay Mr. Ocegueda for non-productive hours.

Additionally, throughout Mr. Ocegueda's employment with Roofing Services, Mr. Ocegueda regularly worked in excess of 8 hours per day and/or 40 hours per week. However, as a result of Roofing Services' failure to compensate Mr. Ocegueda and other piece-rate employees for non-productive time has resulted in a failure to compensate these employees at one-and-a-half times the regular rate of pay for overtime hours, as non-productive wages are required to be included in the regular rate of pay for purposes of determining overtime compensation. Additionally, Roofing Services paid Mr. Ocegueda and other aggrieved employees non-discretionary incentive pay, including but not limited to, bonus payments denoted on their payroll records as "BONUS," and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). However, Roofing Services failed to properly calculate Mr. Ocegueda's and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

Moreover, Mr. Ocegueda worked shifts in excess of 3.5 hours, and was never authorize and permitted to take a paid rest period for every 4-hour period worked, or major fraction thereof, because Roofing Services' piece-rate compensation plan failed to separately compensate Mr. Ocegueda for required rest periods.

During Mr. Ocegueda's employment with Roofing Services, Roofing Services' timekeeping policies and/or practices resulted in Mr. Ocegueda and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, Roofing Services failed to accurately record Mr. Ocegueda's and other aggrieved employees' hours worked, and instead recorded Mr. Ocegueda's and other aggrieved employees' hours worked in quarter-hour and/or half-hour increments. Roofing Services' timekeeping policies/practices were not even handed and have resulted in Mr. Ocegueda and other aggrieved employees not being compensated for all hours worked. As a result of Roofing Services' failure to pay Mr. Ocegueda and other aggrieved employees for their actual hours worked, Roofing Services failed to pay Mr. Ocegueda and other aggrieved employees for all minimum and overtime wages earned.

Roofing Services failed to provide Mr. Ocegueda and other aggrieved employees with all legally compliant meal periods due to Roofing Services' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Specifically, although Mr. Ocegueda began his work shift at 6:30 a.m., he was often not provided with a meal period until 12:00 p.m. or later, which is after the completion of five hours of work. Additionally, Roofing Services failed to provide Mr. Ocegueda and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Ocegueda was not provided with all legally compliant meal periods to which he was entitled, Roofing Services failed to compensate Mr. Ocegueda with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Roofing Services maintained no mechanism

for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their aggrieved employees.

Roofing Services failed to reimburse Mr. Ocegueda and other aggrieved employees for use of their personal cellular phones for work activities. Specifically, Roofing Services required Mr. Ocegueda and other aggrieved employees to download a timekeeping application onto their personal cellular phones to clock in/out of their work shifts; however, Roofing Services failed to reimburse Mr. Ocegueda and other aggrieved employees for the use of their personal cellular phones for business purposes.

As a result of Roofing Services' failure to pay Mr. Ocegueda and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Roofing Services maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Roofing Services' failure to compensate Mr. Ocegueda and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages, Roofing Services failed to pay Mr. Ocegueda and other aggrieved employees all wages owed at the time of their separation of employment with Roofing Services.

As described above, Roofing Services committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"):

Minimum Wage Violations

Roofing Services was required to pay Mr. Ocegueda and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 16, § 4. As alleged above, Roofing Services failed to conform its pay practices to the requirements of the law by failing to pay Mr. Ocegueda and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Roofing Services and/or suffered or permitted to work under the California Labor Code and Wage Order 16. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Ocegueda and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Roofing Services was required to pay Mr. Ocegueda and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated

at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Roofing Services caused Mr. Ocegueda and other aggrieved employees to work overtime hours, but failed to credit these employees with all overtime hours actually worked. As a result of these policies/practices, Mr. Ocegueda and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Roofing Services failed to provide Mr. Ocegueda and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. As a result, Mr. Ocegueda and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Roofing Services also failed to authorize and permit Mr. Ocegueda and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As a result, Mr. Ocegueda and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Roofing Services failed to reimburse Mr. Ocegueda and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Roofing Services’ policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16, § 8, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Ocegueda and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Roofing Services was required to furnish Mr. Ocegueda and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 16, § 6. As a result of Roofing Services' failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Roofing Services maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Ocegueda and other aggrieved employees in violation of Labor Code § 226. Roofing Services' failure to comply with its wage statement obligations was knowing and intentional, and Mr. Ocegueda and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Roofing Services failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Roofing Services' failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Roofing Services failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Ocegueda will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Ocegueda's own investigation, and on information and belief, Roofing Services committed and continues to commit the following Labor Code violations:

- a. Roofing Services violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Ocegueda and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Roofing Services violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Ocegueda and other aggrieved employees all overtime compensation earned;
- c. Roofing Services violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Ocegueda and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Roofing Services violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Ocegueda and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Ocegueda and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Roofing Services violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Ocegueda and other aggrieved employees for all necessary expenditures incurred;
- f. Roofing Services violated Labor Code § 226 by failing to furnish Mr. Ocegueda and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Roofing Services violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;
- h. Roofing Services violated Labor Code § 204 by failing to pay Mr. Ocegueda and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Roofing Services violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Ocegueda and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Roofing Services if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Roofing Services International, Inc. (c/o Erin D. Leach, Esq., Snell & Wilmer L.L.P., via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/06/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8351 4289 20

Our records indicate that this item was accepted by the USPS at:

ORIGIN ACCEPTANCE EL SEGUNDO,CA 90245 03/05/2024 21:15

ORIGINAL INTENDED RECIPIENT:

ROOFING SERVICES INTERNATIONAL INC

SNELL & WILMER L L P

C/O: ERIN D LEACH ESQ

12230 EL CAMINO REAL STE 300

SAN DIEGO CA 92130-2090

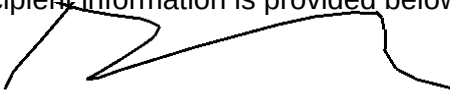
Mailer: Haines Law Group

Date Produced: 03/08/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8351 4289 20. Our records indicate that this item was delivered on 03/07/2024 at 03:01 p.m. in SAN DIEGO, CA 92130. The scanned image of the recipient information is provided below.

Signature of Recipient :




Address of Recipient :

**12230 EL CAMINO REAL STE
300, SAN DIEGO, CA 92130**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

ROOFING SERVICES INTERNATIONAL INC
SNELL & WILMER L L P
C/O: ERIN D LEACH ESQ
STE 300
12230 EL CAMINO REAL
SAN DIEGO CA 92130-2090

Customer Reference Number: C4849945.29121089