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San Luis Obispo Superior Court

By: 
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

PABLO TORRES SANTIAGO, individually
and on behalf of other individuals employed
under similar circumstances and facts.

Plaintiffs,

vs.

QUAGLINO ROOFING, DBA QUAGLINO
ROOFING, JOE SOTO, an individual, and
DOES 1 through 20, inclusive,

Defendants.

CASE NO.: 24CV-0553

(Assigned to the Hon. Craig B. Van Rooyen)

CLASS ACTION

**NOTICE OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION & PAGA SETTLEMENTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
DECLARATIONS OF PLAINTIFFS'
ATTORNEYS**

Date: ~~TBD~~ 2/19/2026

Time: ~~TBD~~ 9:00 am

Dept: 2

**NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION & PAGA
SETTLEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;
DECLARATIONS OF PLAINTIFFS' ATTORNEYS**

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:**

2 **PLEASE TAKE NOTICE** that Plaintiff Pablo Torres hereby moves for an order seeking the
3 following court actions without the need for a preliminary hearing:
4

5 1. Conditionally certify a class action of harmed employees for settlement purposes
6 under the CRC § 3.769;

7 2. Granting preliminary approval of the settlement described in the “Class Action
8 Settlement Agreements¹” where the parties have agreed to a Gross Settlement Amount (“GSA”) of
9 \$1,975,000.00 to resolve class-based wage and hour and discrimination/harassment claims, and
10 individual tort causes of action;
11

12 3. Appointing Plaintiff Pablo Torres as Class Representative;

13 4. Appointing Deason Law, PC as Class Counsel;

14 5. Appointing APEX as the Settlement Administrator;

15 6. Approving the content and distribution methods of a proposed Class Notice to
16 members of the proposed classes of workers, and establishing the procedures and deadlines for the
17 filing of objections and notices for opting out of the class action settlements; and
18

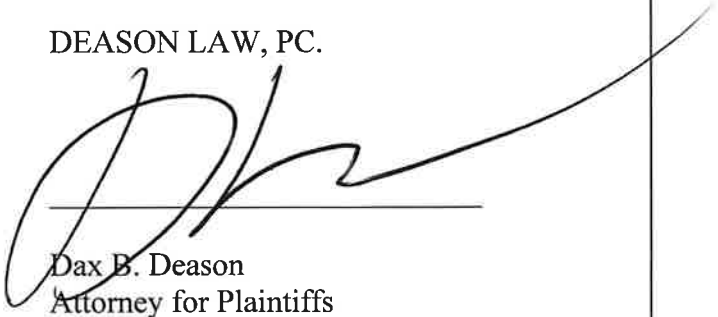
19 7. Scheduling a final hearing to consider whether to grant approval of the Class Action
20 Settlement Agreements after all class members have been notified of their rights in this action and
21 have had the opportunity to object to, opt out or accept the terms of the class action settlements.
22

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25 ¹ See Exhibit A: Class Action Settlement Agreements.

1 The motion is based upon the following memorandum of points and authorities, the
2 declaration of plaintiffs' attorneys, party settlement agreements, a proposed order, court pleadings,
3 and other records on file with this Court. For the reasons set forth in this motion, Plaintiff Torres
4 respectfully requests this Court to grant without hearing the Motion for Preliminary Approval of
5 Class Action and PAGA Settlement.
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7 DATED: September 16th, 2025

DEASON LAW, PC.


Dax B. Deason
Attorney for Plaintiffs

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26 **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION & PAGA**
27 **SETTLEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;**
28 **DECLARATIONS OF PLAINTIFFS' ATTORNEYS**

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1

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 On behalf of himself and a putative class of similarly situated workers, Plaintiffs Pablo
5 Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario²
6 (collectively referred to as “Plaintiffs”) seek this Court’s preliminary approval of a class action
7 settlement against Defendants James A. Quaglino, Inc. (dba Quaglino Roofing), and its former
8 supervisor, Joe Soto (collectively, “Defendants”).
9

10 On May 31, 2024, Quaglino Roofing Supervisor and Defendant Joe Soto fired Plaintiff
11 Torres and his coworker Luis Nazario for taking their meal break and then punched Mr. Torres to
12 the ground floor of a rooftop where the crew of roofers had been working in Santa Maria,
13 California.³ The hostile work environment that Plaintiff Torres endured under the supervision of
14 Defendant Joe Soto for many years, along with the assault and battery, prompted him to seek
15 counsel. (Deason Decl., at ¶ 7-10,12-14).
16

17 In his civil suit, Mr. Torres sought damages on behalf of himself and a putative class of
18 workers who he believed were also subjected to class-wide discrimination and hostile work
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22 ² Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario are not officially
23 listed as plaintiffs in the litigation but were planning to join the action if the mediation did not
24 result in a settlement. Each of these individuals previously retained Deason Law P.C. to act as their
25 counsel in the lawsuits and provided information to Deason Law P.C. that supported the
prosecution of the litigation.

26 ³ Civil Complaint for Damages-Exhibit B-Santa Maria Police Report.

environment harassment based on their Mexican national origin, Latino race and color, which he alleged could have been prevented by Defendant Quaglino Roofing.⁴ Mr. Torres also alleged meal and break violations, violations of prevailing wage laws for roofing work on public projects, failure to pay for reporting time pay, travel time and overtime wages, waiting time penalties, unfair business practices and noncompliant wage statements. *Id.* Lastly, Plaintiff Torres also alleged various individual tort, and negligence claims for Defendant's Quaglino Roofing's retention of an abusive supervisor, the assault and battery, and intentional infliction of emotional distress. *Id.*⁵

Subject to the Court's approval, Plaintiffs and Defendant Quaglino Roofing have agreed to settle all claims for a non-revisionary, nonclaims-made settlement of \$1,975,000.00.⁶ The Plaintiffs and Defendants believe the settlement is a fair result for not only the name plaintiffs, but also for the putative class of workers, and Defendants.

II. PROCEDURAL BACKGROUND

Plaintiff Torres retained Deason Law P.C. on June 3, 2024. (Deason Decl., at ¶ 10). Prior to June 3, 2024, and after, Plaintiff's counsel engaged in extensive factual and legal investigation. (Deason Decl., at ¶ 7-14, 16-19, 23-25). On June 11, 2024, plaintiff's counsel requested Plaintiff Torres's personnel file from Defendant Quaglino Roofing. (Deason Decl. at ¶ 16). Several putative class members who were employed or had worked at Defendant Quaglino Roofing were

⁴ Civil Complaint for Damages.

⁵ Plaintiff Torres' tort claims have also been settled by the parties. See Exhibit C: Confidential Tort Settlement Agreement and Release.

⁶ See Exhibit A: Class Action Settlement Agreements.

interviewed to attain a full understanding of Defendant Joe Soto’s misconduct, the hostile work environment faced by Mexican roofers and the nature and frequency of the alleged day-to-day wage violations. (Deason Decl., at ¶ 7-9, 11-14). Legal research was conducted into changes in the Private Attorney General Act of 2004 (“PAGA”), which had recently been amended⁷ to provide employers with more defenses against PAGA claims (Deason Decl., at ¶ 17).

On July 16, 2024, Plaintiff Torres filed an administrative complaint with the California Civil Rights Department alleging discrimination and harassment; a right to sue letter was received the same day.⁸

On September 6, 2024, Plaintiff Torres filed a Complaint in the San Luis Obispo County Superior Court, which included class claims and individual tort claims. The Complaint asserted causes of action for: (1) Discrimination and Harassment based on National Origin, Race, and Color; (2) Failure to Prevent Discrimination, Harassment, and Retaliation; (3) Retaliation for Engaging in Protected Activity; (4) Civil Assault & Battery, including Violation of the Ralph Act; (5) Negligent Hiring, Supervision, and Retention; (6) Intentional Infliction of Emotional Distress; (7) Failure to Provide Meals; (8) Failure to Authorize and Permit Rest Periods; (9) Failure to Provide Reporting Time Pay; (10) Failure to Pay and Comply with Prevailing Wage Laws; (11) Failure to Pay Correct Overtime Wages; (12) Failure to Provide Accurate Wage Statements; (13) Waiting Time Penalties for Nonpayment of Wages; and (14) Unfair Business Practices. *Id.*

⁷ AB 2288, SB 92.

⁸ See Civil Complaint for Damages-Exhibit A: Right to Sue Letter.

1 On September 16, 2024, Plaintiff Torres filed a claim with the California Labor and
2 Workforce Development Agency (“LWDA”) to remedy the Defendants’ violations⁹ of several
3 California labor code protections, including anti-discrimination laws and wage and hour
4 violations.¹⁰ (Deason Decl. at ¶ 20). Because the agency did not pursue any investigative action
5 within 60 days, Plaintiff Torres was provided with the right to pursue PAGA claims in court.¹¹
6 (Deason Decl. at ¶ 20).

8 After Plaintiff Torres filed suit, Defendant Quaglino Roofing did not demur, filed an
9 Answer on October 29, 2024, and agreed to mediation. Defendant Joe Soto could never be located
10 or served with process and his whereabouts are unknown. (Deason Decl. at ¶ 20).

12 The Court granted a stay of discovery on December 4, 2024. (Deason Decl. at ¶ 21).
13 Ultimately, the parties mediated on April 30, 2025, and reached a settlement. Following the
14 mediation, the parties engaged in post-mediation negotiations, signed a Memorandum of
15 Understanding¹² and formal settlement agreements, which include a proposed form of Class Notice.
16 Deason Decl. at ¶ 29-33).

21 ⁹ Plaintiff Torres also sent Defendant Quaglino Roofing a copy of his PAGA claim notice on the
22 same date.

23 ¹⁰ Plaintiff Torres alleged PAGA violations relating to CA Labor Code Sections 98.6, 201-203,
24 218.5, 226, 226.3, 226.7, 230, 510, 512(a), 1102.5, 1720-1815 and the Industrial Wage Order.

25 ¹¹ Plaintiff Torres had intended to amend the Complaint to add the PAGA cause of action, but due
26 to the parties’ agreement to mediate, it was agreed that the amendment would not be pursued unless
27 the mediation proved to be unsuccessful.

28 ¹² Exhibit B: Memorandum of Understanding.

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1 **III. TERMS OF SETTLEMENT**

2 The settlement creates a non-reversionary GSA which does not require affirmative
3 submission of a claim of \$1,975,000.00 on behalf of the Plaintiffs and class members who will be
4 eligible to receive a specified share based upon the weeks that each employee worked for
5 Defendants during the applicable class periods.¹³ The following section outlines the major terms
6 of the Class Action Settlement Agreements, including the classes to be certified, settlement values,
7 Plaintiff Torres's individual tort settlement, PAGA civil penalties, notice and distribution
8 procedures, and release of claims.
9

10 **A. Scope of Classes & Settlement Values**

11 The class of workers affected by Defendants' discrimination and hostile work environment
12 total approximately thirty-eight (38) current and former non-exempt roofing employees of
13 Mexican national origin and/or Latino race who were employed by Defendant Quaglino Roofing
14 in California from September 6, 2021, through April 30, 2025 (Deason Decl. at ¶ 34.)¹⁴ This group
15 of workers will benefit from a total estimated net fund of \$949,352.73 after all proposed cost
16 deductions, leaving an estimated average of \$24,982.97 in compensation per discrimination victim.
17 Payments, however, to each worker will vary as the distribution will be based on the number of
18 weeks worked during the class period, which will provide greater compensation to those workers
19 who endured discrimination and harassment for the longest periods. (Deason Decl. at ¶ 34).
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25 ¹³ Exhibit A: Class Action Settlement Agreements.

26 ¹⁴ Exhibit A: Class Action Settlement Agreements.

1 The Class Action Settlement Agreement also provide damages for a broader wage and hour
2 class of approximately sixty-nine (69) current and former non-exempt, hourly roofing and other
3 similar employees¹⁵ who were employed by Defendant Quaglino Roofing in California from
4 September 6, 2020, to April 30, 2025. All discrimination class members referenced above will also
5 benefit from the wage and hour settlement. This group of workers, which includes a PAGA
6 subclass¹⁶ of members who were employed between September 16, 2023, and April 30, 2025, will
7 benefit from a total net fund of \$109,092.73 after all proposed cost reductions. The net fund is
8 exclusive of Defendant Quaglino Roofing's share of payroll taxes and any required pension
9 contributions. (Deason Decl. at ¶ 35). On average, a wage and hour class member may stand to
10 gain approximately \$1,581.05 in back wages and PAGA civil penalties. Payments, however, will
11 vary as the distribution will be based on the number of weeks worked during the class period,
12 which will provide greater compensation to those workers who endured a longer period of lost
13 compensation. (Deason Decl. at ¶ 35).

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22 ¹⁵ During discovery and exchanges between the parties, it was discovered that in addition to roofers,
23 Defendant Quaglino Roofing employed non-exempt hourly landscapers and maintenance
24 personnel who also meet the criteria of the class of affected workers.

25 ¹⁶ The wage and hour class action includes \$25,000 in funding to settle PAGA claims based on
26 allegations that Defendants violated various provisions of the California Labor Code (Deason Decl.
27 at ¶ 35). Pursuant to new formulas, 65% (\$16,250.00) of the PAGA penalties shall be paid to the
28 LWDA, and 35% (\$8,750) shall be paid to PAGA Subclass members based on pay periods worked.

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1 **B. Plaintiff Torres' Tort Settlement**

2 Due to Plaintiff Torres' unsuccessful attempts to stop the abusive behavior of Defendant
3 Joe Soto by complaining about him to Defendant Quaglino Roofing, which ultimately resulted in
4 an assault and battery to his person, Plaintiff Torres' Complaint includes individual claims against
5 all Defendants for civil assault/battery, Ralph Act hate crime,¹⁷ Cal. Lab. Code § 1102.5(a),¹⁸
6 negligent hiring, supervision, and retention of a supervisor who was abusive to Mexican workers
7 and intentional infliction of emotional distress claims¹⁹. The parties have agreed to settle Plaintiff
8 Torres' individual tort claims for \$125,000.00 to compensate him for emotional distress and civil
9 penalties.²⁰ (Deason Decl. at ¶ 36).
10

11 **C. Indirect Settlement Benefits**

12 The civil litigation will not only result in monetary relief to Plaintiffs and the putative class
13 of employees who were subjected to discrimination, harassment and wage and hour violations, but
14 the lawsuit has already begun providing numerous positive changes to the work environment and
15 immeasurable economic benefits to the company's current and future workforce.
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21 ¹⁷ See *Claire v. Hollis*, No. 2:22-cv-0780 TLN AC, 2025 U.S. Dist. LEXIS 35655 (E.D. Cal. Feb.
22 27, 2025). California law prohibits hate crimes under the Ralph Act that are based on a person's
23 race or national origin.

24 ¹⁸ Cal. Lab. Code § 1102.5(a) prohibits an employer from preventing an employee from disclosing
25 a crime to a government or law enforcement agency. Plaintiff Torres alleges that Defendant
26 Quaglino Roofing would not allow him to notify police of the assault and battery that he suffered.

27 ¹⁹ See Civil Complaint for Damages.

28 ²⁰ Exhibit C: Confidential Tort Settlement Agreement and Release.

Whereas Defendant Quaglino Roofing previously utilized a manual generalized method for tracking employee work time that served to exclude compensation for all work hours, travel time, and the resulting overtime, Defendant Quaglino Roofing has now implemented an electronic timekeeping system which captures work hours in real time and serves to accurately compensate workers for their work and travel time (Deason Decl. at ¶ 37). Defendant Quaglino Roofing has also updated its Employee Handbook, held meetings with its employees to remind them about meal and break policies, safety rules, and how to report a complaint to management. (Deason Decl. at ¶37). Counsel for the defense has also indicated that Defendant Quaglino Roofing is ensuring that all prevailing wage fringe payments are being properly allocated to employee pension and welfare benefit programs. (Deason Decl. at ¶ 37.) Through the settlements, Defendant Quaglino has expressly agreed to full compliance with all federal and state labor and employment laws, wage and hour laws, prevailing wage laws, and anti-discrimination laws.²¹

D. Distribution of Funds

The GSA will be funded and distributed pursuant to the timeline and manner set forth in the Class Action Settlement Agreements.²² Defendant Quaglino Roofing has agreed to deliver the amount of \$1,975,000.00 in the following three installments to the Settlement Administrator after the Court approves the final settlement of this case: \$225,000.00 no later than forty-five (45) days after final court approval of the wage and hour settlement; a second payment of \$975,000.00 no

²¹ Exhibit B: Memorandum of Understanding.

²² Exhibit A: Class Action Settlement Agreements.

1 later than forty-five (45) days after final court approval of the discrimination settlement; and a
2 third payment of \$775,000.00 after final court approval of the discrimination settlement, but
3 Defendant Quaglino Roofing has an extended deadline to pay the third installment by September
4 1, 2026. *Id.*

5
6 **E. Deductions from Settlement**

7 The parties have agreed, subject to court final approval, that the GSA of \$1,975,000.00 will
8 require certain deductions before payment to class members, which include: (1) Class Counsel
9 attorney fees of up to \$790,000.00 (40% of the GSA); (2) Class Counsel litigation expenses of
10 \$10,314.54; (3) Class Representative service payments ranging from \$2,500.00 to \$10,000.00; (4)
11 Settlement administration expenses of \$4,990.00; (5) PAGA penalties paid to California's LWDA
12 of \$16,250.00; and (6) Plaintiff Torres' tort settlement of \$125,000.00. *Id.*²³ After all Court-
13 approved deductions from the GSA, it is estimated that a total net fund of \$1,058,445.46 ("Net
14 Settlement Amount") will remain for payment of damages, unpaid wages, and civil penalties to all
15 participating class members in both the discrimination and wage and hour classes. (Deason Decl.
16 at ¶ 34-35.)

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19 **F. Notice to Class Complies with CRC Rule 3.769(f)**

20 The form and manner of the Class Notice in this case have been negotiated and agreed
21 upon by counsel. Once the Court grants preliminary approval of the Class Action Settlement
22 Agreements, Defendants will provide the Settlement Administrator with the Class Data within 7
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26 ²³ See also Exhibit C: Confidential Tort Settlement Agreement and Release.

1 calendar days to permit the Settlement Administrator to make the distribution calculations. Using
2 the information provided by Defendants, the Settlement Administrator shall send each class
3 member the Class Notice in English and Spanish, by first class U.S. mail no later than 14 calendar
4 days after receiving the Class Data. For any Class Notices returned to the Settlement Administrator
5 as non-deliverable, the Settlement Administrator shall make a single attempt to find the class
6 member using standard procedures for making a second-level mailing effort.
7

8 The Class Notice provides information to class members regarding: 1) the nature of this
9 action, the identity of class members, the identity of Class Counsel, and the essential terms of the
10 Class Action Settlement Agreements; 2) the allocation of the settlement fund, including the method
11 by which each class member's settlement share will be calculated; (3) the proposed amount of
12 Class Representative service payments, Class Counsel attorneys' fees and costs, and the Settlement
13 Administration costs to be deducted from the GSA; 3) how to participate; 4) how to comment on,
14 opt-out of, or object to the settlement; 5) this Court's procedures for final approval of the
15 settlement; and 6) how to obtain additional information regarding this action and the settlement.
16 The Notice encourages class members to contact Class Counsel or the Settlement Administrator
17 with any questions.
18

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20 **G. Release of Claims**

21 Effective on the date when the Court finally approves the entire settlement and Defendant
22 Quaglino Roofing fully funds the entire GSA, Plaintiff Torres and all participating class members,
23 shall fully release Defendants, and Defendants' present and former companies, parents,
24 subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees,
25

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1 current or former employees, vendors, contractors, consultants, board of directors, and agents, as
2 well as any of its representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys,
3 insurers, and/or any of the predecessors, successors and assigns of Defendants, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all
6 claims that were, or reasonably could have been, alleged, based on the facts contained, in the
7 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
8 facts contained in the Complaint, Plaintiff's PAGA Notice, or ascertained during the lawsuit.²⁴
9

10
11 Plaintiffs Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac
12 Nazario, also expressly waive and relinquish the provisions, rights, and benefits, if any, under
13 Section 1542 of the Civil Code. The scope of the releases in this case is acceptable because they
14 are limited to the scope of the allegations in the operative Complaint and PAGA Notice.
15

16 IV. LEGAL ARGUMENT

17 A class action settlement requires Court approval pursuant to CRC § 3.769, which sets
18 forth the procedure to be followed when a class action is provisionally settled *prior to* class
19 certification. Like class actions, a trial court should evaluate a PAGA settlement to determine
20 whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor
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25 ²⁴ Exhibit A: Class Action Settlement Agreements.

1 law violations, deter future ones, and to maximize enforcement of state labor laws. Lab. Code §
2 2699(1)(2).

3 **A. Class Action & PAGA Settlements Are Subject to Court Review**

4 The court must preliminarily approve the settlement under CRC § 3.769(c)-(f),²⁵ which
5 requires an initial determination as to whether the settlement is within the range of possible
6 approval as fair. (Acosta v. TransUnion, LLC (C.D. Cal. 2007) 240 F.R.D. 564, 575.) If so, the
7 court should order notice of the settlement to the class and schedule a final fairness hearing. (Reed
8 v. United Teachers Los Angeles (2012) 208 Cal.App.4th 322, 336). As the court does when it
9 approves a settlement in good faith under CCP § 877.6, the court must at least be satisfied that the
10 class settlement is within the ballpark of reasonableness.” (Kullar v. Foot Locker Retail, Inc.
11 (2008) 168 Cal.App.4th 116).

12
13
14 Second, after all of the class members have been notified and given the opportunity to
15 object or accept the terms of the settlement, the court conducts a final hearing to inquire into the
16 overall fairness of the proposed settlement. (CRC 3.769(g)) The court must determine whether the
17 settlement is fair, adequate, and reasonable. (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794,
18 1801). The decision to approve or reject a proposed settlement is committed to the sound discretion
19 of the Court. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235.) However,
20
21

22
23
24 ²⁵ Rule 3.769(c) establishes that “[a]ny party to a settlement agreement may serve and file a written
25 notice of motion for preliminary approval of the settlement. The settlement agreement and
26 proposed notice to class members must be filed with the motion, and the proposed order must be
27 lodged with the motion.”

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1 the law favors the settlement of lawsuits, particularly in class actions and other complex cases
2 where substantial resources can be conserved by avoiding the time, expense, and rigors of
3 protracted litigation. (In re Microsoft I-V Cases (2006) 135 Cal.App.4th 706, 723).

4
5 Ultimately, in determining whether a proposed settlement is fair, the inquiry is designed to
6 ensure that "the agreement is not the product of fraud or overreaching by, or collusion between,
7 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate
8 to all concerned." (In re Sutter Health Uninsured Pricing Cases (2009) 171 Cal.App.4th 495, 505).
9 The court must independently determine "whether the settlement is in the best interests of those
10 whose claims will be extinguished" and "make an independent assessment of the reasonableness
11 of the terms to which the parties have agreed." (Kullar v. Foot Locker Retail, Inc. (2008) 168
12 Cal.App.4th 116, 130, 133 (Kullar).) The burden of establishing the fairness and reasonableness
13 of the settlement is on the proponent. (7-Eleven Owners for Fair Franchising v. The Southland
14 Corp. (2000) 85 Cal.App.4th 1135, 1165-66.)
15

16
17 **B. The Proposed Settlement is Fair, Adequate and Reasonable**

18 Plaintiffs and their attorneys believe the settlement is a fair, adequate, and reasonable
19 settlement that is in the best interests of all parties. (Deason Decl. at ¶ 38-40); (Raimondo Decl.
20 at ¶ 7-8). Courts presume fairness where: "(1) the settlement is reached through arm's-length
21 bargaining;(2) investigation and discovery are sufficient to allow counsel and the court to act
22 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
23
24
25

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small." (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1802.)²⁶ The Class Action Settlement Agreements satisfy the Dunk factors.

1. The Parties Reached Settlement at Arm's Length After Thorough Investigation, Discovery & Advocacy

On April 30, 2024, the parties participated in full-day mediation with private mediator Abe Melamed. Present at the mediation were Plaintiffs Torres, Misael De La Cruz, Roman Nazario Nolasco, and Isaac Nazario, plaintiffs' attorneys and staff, defendants' counsel, representatives from Defendant Quaglino Roofing and Defendants' insurers. Under the auspices of the mediator, the parties and their counsel conducted extensive arm's-length settlement negotiations for approximately 13 hours before settling the case, including class-wide discrimination, wage, and PAGA claims. (Deason Decl. at ¶ 32.).

During the mediation, Plaintiff Torres and his fellow plaintiffs evaluated numerous different offers of settlement, discussed the pros and cons of settlement with their counsel, including the length of time that litigation could take, the risks of class action litigation, Defendant Quaglino Roofing's financial status and inadequate insurance coverage, the existence of arbitration agreements signed by various putative class members, and the likelihood that the PAGA penalties would be reduced by the court under Labor Code §2699(e)(2). (Deason Decl. at ¶ 29-32.). See

²⁶ The final factor mentioned in Dunk – the number of objectors – is not determinable until the Class Notice has been provided to the Class, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with Plaintiffs' Motion for Final Approval of Class Action Settlement.

also (Thurman v. Bayshore Transit Management, Inc., 203 Cal. App. 4th 1112 (2012)) (affirming 30% reduction from \$50.00 to \$35.00 per pay period in action alleging meal and rest break violations); In re M.L. Stern Overtime Litig., 2009 U.S. Dist. LEXIS 31650 at *3 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent of potential exposure).²⁷

2. The Investigation and Discovery Allowed Party Counsel to Act Intelligently

Prior to the mediation, Defendant Quaglino Roofing agreed to produce an employee roster of putative class members who fell within the scope of the claims alleged in the operative Complaint. Defendant Quaglino Roofing also produced its employment policies, insurance policy, subcontractor agreements for public projects, and **100%** of the timecards, paychecks, and payroll (including certified payroll for public works) relating to Plaintiff Torres and the putative class of workers. (Deason Decl. at ¶ 22). The settlement became possible following a significant investigation and comprehensive analysis of the liabilities associated with Defendant Quaglino Roofing's employment policies, compensation practices, and employment data. (Deason Decl. at ¶ 22-25.)

In the context of most litigated employment class actions, defendants and plaintiffs usually agree or litigate the sample size of records that must be produced to assess class certification issues of commonality and typicality. (Aldapa v. Fowler Packing Co., 310 F.R.D. 583, 589 (E.D. Cal.

²⁷ New PAGA provisions also allow employers to seek reduced civil penalties for their good faith efforts, curing of violations and other remedial behavior.

1 Oct. 29, 2015) (ordering production of discovery related to 25% of employees); (Brum v. Market
2 Source, Inc., 2018 U.S. Dist. LEXIS 137568 at *4-6 (E.D. Cal. Aug. 14, 2018) (ordering discovery
3 for 10% of wage statements and 30% of electronic time and payroll records for class of 7,400).
4 But here, Defendant Quaglino Roofing's agreement to produce 100% of the relevant records
5 relating to the putative class members' employment and wages provided the parties with a
6 complete set of data to develop customized and accurate damage calculations. (Deason Decl. at ¶
7 22.).
8

9
10 **a. Plaintiffs' Counsel Conducted Extensive Analysis of Putative Class**
11 **Members' Employment Data**

12 Plaintiffs' attorneys invested extensive time in the evaluation and review of the complete
13 set of records and information produced by Defendant Quaglino Roofing. The analysis took
14 approximately 5 months and included customized individual employee damage calculations to
15 determine what back wages may be owed based on individual wage rates, weeks worked, and the
16 nature of each project (Deason Decl. at ¶ 18-19). One example showing extensive wage damage
17 was for Roofer No. 836 who began working with Defendant Quaglino in June of 2022 and was
18 still employed as of the date of the mediation. In total, Roofer No. 836 is owed approximately
19 \$39,889.17 in unpaid wages based on the violations identified. In another case, Roofer No. 809
20 was calculated to be owed \$20,135.86 in unpaid wages based on his employment from September
21 of 2020 to July of 2022. Plaintiff Roman Nazario was employed with Defendant Quaglino Roofing
22 from June 21, 2022, until October 17, 2024, and was calculated to be owed approximately
23 \$27,262.86 in unpaid wages. Considering there are a total of 69 wage and hour class members,
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1 the calculations performed by plaintiffs' attorneys determined that Defendant Quaglino Roofing's
2 wage and hour violations amounted to approximately \$1,840,275.82 in damages for compensation
3 violations, which included significant unpaid travel time. (Deason Decl. at 22-25).

4
5 **b. Party Counsel Engaged in Advocacy and Advancement of Legal**
6 **Positions**

7 The parties and their counsel investigated and evaluated the strengths and weaknesses of
8 the claims and defenses and engaged in extensive research, consultation, and informal discovery
9 before the mediation. (Deason Decl. at ¶ 26-27). For example, Plaintiffs maintained that they
10 should have been paid for their travel time because they were required to be transported to projects
11 in company vehicles and were not paid for the time traveling back to the company headquarters at
12 the end of each day. (Morillion v. Royal Packing Co., 22 Cal. 4th 575, 94 Cal. Rptr. 2d 3, 995 P.2d
13 139 (2000) (Court held that time employees spent traveling on company buses to and from
14 worksites was compensable because they were required to use the transportation and were subject
15 to the control of an employer). Defendant Quaglino Roofing took the position that its drivers were
16 compensated for travel time and that the use of company vehicles to get to and from work sites
17 was voluntary for the roofers. Whether the use of Defendant Quaglino Roofing's vehicles for
18 transportation was truly voluntary would likely be litigated if the case did not settle.
19
20

21 Prior to the mediation, the parties also engaged in discussions about damages stemming
22 from Plaintiff Torres's class-based claims of discrimination and harassment. Defendants' counsel
23 expressed concerns with assessing emotional distress damages after learning from plaintiffs'
24 counsel that none of the named Plaintiffs had any medical or psychological expenses relating to
25

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1 emotional distress caused by the alleged discriminatory work environment. (Deason Decl. at ¶ 26-
2 27.) In response, plaintiffs' counsel advocated various discriminatory damage models based on
3 information learned through interviews with putative class members and witnesses, case law, and
4 past litigation experience. While this approach worked for settlement purposes, continuance of the
5 litigation would have required extensive depositions to document a significant sample of putative
6 class members' damages from the discriminatory work environment, and the retention of an expert
7 to further assess the psychological distress that a person can suffer from a harassing work
8 environment.
9

10
11 Despite some of the issues disagreed by the parties, Plaintiff Torres and his counsel
12 continued to believe their cause of actions had merit and would be successful at trial. (Deason Decl.
13 at ¶ 19).

14 **3. Plaintiffs' and Defendants' Counsel Are Experienced Employment**
15 **Attorneys**

16 The parties' counsel are experienced in wage-and-hour employment law and class actions.
17 (Deason Decl. at ¶ 3-4; Raimondo Decl. at ¶ 3-4). Plaintiffs' attorneys have prosecuted numerous
18 collective actions on behalf of employees and defended class actions on behalf of numerous
19 employers, are experienced and qualified to evaluate the class claims, provide advice regarding
20 settlement versus trial and assess the viability of the defenses. *Id.* Additionally, attorneys for
21 Defendants have also been engaged in numerous wage and hour and discrimination class actions
22 and have the expertise to advise the Defendants and their insurers on settlement. This experience
23
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1 instructed counsel for all parties on the risks and uncertainties of further litigation and guided their
2 determination to endorse settlement.

3 **C. Certification of the Class Is Appropriate**

4 CCP § 382 authorizes class actions when the question is one of a common or general
5 interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
6 all before the court. (Sav-On Drug Stores, Inc. v. Superior Court, 34 Cal.4th 319, 326. The central
7 question in determining whether use of the class mechanism is appropriate is "whether the theory
8 of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove
9 amenable to class treatment. (Sav-On, supra, 34 Cal.4th at p. 327). The Court has broad discretion
10 to certify a class for purposes of settlement. (Dunk, 48 Cal.App.4th at p. 1807 n.19 [holding that
11 certification for a settlement class is subject to a "lesser standard of scrutiny" than for a litigation
12 class]).

15 California courts certify class actions if plaintiff identifies "both an ascertainable class and
16 a well-defined community of interest among class members." (Noel v. Thrifty Payless, Inc. (2019)
17 7 Cal.5th 955) (See also Dunk, supra, 48 Cal.App.4th at 1806). Plaintiff Torres contends that his
18 claims of discrimination and harassment, and his lost wages are typical of the claims of a group of
19 roofing and other similar workers at Defendant Quaglino Roofing who are easily ascertainable,
20 numerous, and share a well-defined community of interest.

22 **1. The Proposed Class is Ascertainable**

23 "Ascertainability is required in order to give notice to putative class members as to whom
24 the judgment in the action will serve as res judicata." (Hicks v. Kaufman & Broad Home Corp.

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1 (2001) 89 Cal.App.4th 908, 914.) A class is ascertainable if it identifies a group of unnamed
2 plaintiffs by describing a set of common characteristics sufficient to allow a member of that group
3 to identify himself or herself as having a right to recover based on the description.”(Bartold v.
4 Glendale Federal Bank (2000) 81 Cal.App.4th 816, 828). A class is further ascertainable when it
5 is defined in terms of objective characteristics and common transactional facts that make ‘the
6 ultimate identification of class members possible when that identification becomes necessary.
7 (Noel v. Thrifty Payless, Inc. (2019) 7 Cal.5th 955, 980.)

8
9 The proposed settlement classes are ascertainable because all class members are
10 Defendants’ current and/or former non-exempt general labor employees and Defendants’ records
11 have readily identified each class member. (Rose v. City of Hayward (1981) 126 Cal.App.3d 926,
12 932) (finding “[c]lass members are ‘ascertainable’ where they may be readily identified without
13 unreasonable expense or time by reference to official records.”). During the informal exchange of
14 records, Defendant Quaglino Roofing was able to easily identify the subject group of workers and
15 produce a class list to plaintiffs’ attorneys with dates of hire, pay rates, job titles, dates of
16 termination and other information. (Deason Decl. at ¶ 22);

19 2. The Proposed Class is Sufficiently Numerous

20 The proposed class must also be sufficiently numerous. (Linder v. Thrifty Oil Co. (2000)
21 23 Cal.4th 429, 435). The numerosity requirement is met if the proposed class is so large that
22 joinder of all members would be impracticable. (CCP §382.) California Courts have recognized
23 that “[n]o set number is required as a matter of law for the maintenance of a class action.” (Rose
24 v. City of Hayward (1981) 126 Cal.App.3d 926, 934 (surveying cases and recognizing that classes
25

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1 of 10-42 individuals were sufficiently numerous for a class action), disapproved on unrelated
2 grounds in Noel v. Thrifty Payless, Inc. (2019) 7 Cal.5th 955. Here, the numerosity element is
3 satisfied, as the proposed class is comprised of approximately 69 roofing and other general labor
4 workers, of which 38 from the same group have a second benefit for class discrimination remedies.

6 **3. Class Members Share a Well-defined Community of Interest**

7 The community of interest requirement “embodies three factors: (1) predominant common
8 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
9 (3) class representatives who can adequately represent the class.” (Sav-On Drug Stores, Inc. v.
10 Superior Court, 34 Cal.4th at p. 326). “[T]he community of interest requirement for certification
11 does not mandate that class members have uniform or identical claims.” (Capitol People First v.
12 Department of Developmental Services (2007) 155 Cal.App.4th 676, 692). Rather, courts focus
13 on the defendant’s internal policies and “pattern and practice” to assess whether that common
14 behavior toward similarly situated plaintiffs renders class certification appropriate. (Dunk v. Ford
15 Motor Co. (1996) 48 Cal.App.4th 1794.)

17 **a. Common Issues Predominate**

18 Certification is appropriate when common questions of law and fact predominate over
19 individual questions and when the use of the class device is superior to individual litigation.
20 (Richmond v. Dart Industries, Inc. (1981) 29 Cal.3d 462, 470.) When assessing predominance and
21 superiority, courts may consider whether the class will be certified for settlement purposes only,
22 rendering trial manageability irrelevant because there will be no trial. (Amchem Prods., Inc. v.
23 Windsor (1997) 521 U.S. 591, 620.). The test for determining predominance of common issues is

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1 whether the proposed class is sufficiently cohesive to warrant adjudication on a class-wide basis.
2 (Hanlon v. Chrysler Corp., 150 F.3d 1011, 1022 (9th Cir. 1998).)

3 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
4 of recovery’ is likely to prove compatible with class treatment.” (Capitol People First v.
5 Department of Developmental Services, 155 Cal. App.4th at 690.) In other words, courts determine
6 whether the elements necessary to establish liability are susceptible to common proof, even if the
7 class members must individually prove their damage. (Brinker Restaurant Corp. v. Superior Court
8 (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when
9 the plaintiff can present evidence of common policies. The commonality requirement is met if
10 there are questions of law or fact common to the class. (Williams v. Superior Court (2013) 221
11 Cal.App.4th 1353, 1369) (even a single common question can suffice to create commonality).

14 The proposed class of workers is sufficiently cohesive because they share a “common
15 nucleus of facts and potential legal remedies.” The Plaintiffs allege that Defendant Quaglino
16 Roofing had a uniform policy of not recording all work time, which resulted in frequent failure to
17 fully compensate employees for all their work time. Plaintiffs further alleged they never received
18 an afternoon break, were frequently denied timely meal periods, were issued non-compliant wage
19 statements, and did not receive the correct compensation for prevailing wage public works.
20 (Deason Decl. at ¶ 18-19, 22-25). Most if not all the workers are Hispanic Spanish-speaking
21 immigrant workers who had to endure working with a racist supervisor who frequently abused
22 wage and hour laws, harassed and intimidated workers with racial slurs and physically threatening
23

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1 behavior. (Deason Decl. at ¶ 8-9, 11-14). Under these circumstances, the proposed Class satisfies
2 the commonality requirement.

3 **b. Plaintiffs' Claims Are Typical of the Class Claims**

4 The typicality requirement is met if the claims of the named representatives are similar to
5 those of the class, though "they need not be substantially identical." Hanlon v. Chrysler Corp., 150
6 F.3d 1011, 1020 (9th Cir. 1998). Plaintiff Torres and his former coworkers Misael De La Cruz,
7 Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario are appropriate class representatives
8 because their claims are typical of the class they purport to represent, and they can adequately
9 represent the Class. (Caro v. Procter & Gamble Co. (1993) 18 Cal.App.4th 644, 663-64) (typicality
10 equates to membership in the proposed class).
11

12 Except for the assault and battery suffered by Plaintiff Torres, Plaintiffs suffered the same
13 hostile work environment and wage and hour violations as the proposed putative class of workers.
14 Moreover, Plaintiffs worked for Defendants during the proposed class periods in the same roofing
15 positions. The named Plaintiffs' claims, therefore, arise from the same set of facts and legal
16 theories and they satisfy the typicality requirement.
17
18

19 **c. Plaintiff Has Adequately Represented the Class**

20 The adequacy requirement is met if the Plaintiffs and their counsel have no interests
21 adverse to the proposed class and are committed to vigorously prosecuting the case on behalf of
22 the class. (McGhee v. Bank of America (1976) 60 Cal.App.3d 442, 450-51.) Those standards are
23 met here. Plaintiff Torres has been employed at Defendant Quaglino for many years and has
24 extensive knowledge of the company's employment practices, organizational structure, and the
25

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1 discriminatory work environment that had been fostered by Defendant Jose Soto for so many years.
2 (Deason Decl. at ¶ 11) He has proven to be an adequate class representative who bravely
3 spearheaded this action after being battered and while remaining employed at Defendant Quaglino
4 Roofing. (Deason Decl. at ¶ 11). Plaintiff Torres has spent time at numerous meetings and
5 conferences with counsel to answer questions, provide information and assist with providing a
6 complete understanding of the work experience and hostile work environment. (Deason Decl. at ¶
7 11). Plaintiff also encouraged other putative class members and witnesses to provide information
8 to his attorneys and/or to join the suit, assisted to coordinate meetings and encouraged workers to
9 come forward and provide information. (Deason Decl. at ¶ 11).
10
11

12 **D. Class Action Is Superior for Fair and Efficient Adjudication of this**
13 **Controversy.**

14 A class action is superior to other available means for the fair and efficient adjudication of
15 this controversy. See Hanlon, supra, 150 F.3d at 1023; Dunk, supra, 48 Cal.App.4th at 1087 n.19.).
16 Plaintiffs contend the joinder of all class members is impractical and that class treatment will
17 permit many similarly situated workers to prosecute their common claims for settlement purposes
18 in a single forum without the duplication of effort and expense that numerous individual actions
19 would necessitate. (Deason Decl. at ¶ 31)
20

21 In this case, the proposed settlement classes consist of primarily Spanish-speaking
22 immigrant workers, many of whom continue to be employed at the Defendant Quaglino Roofing
23 who live paycheck to paycheck and do not have the means or knowledge to finance an individual
24 lawsuit. (Deason Decl. at ¶ 39) Because several class members are also current employees, Plaintiff
25

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1 Torres believes fear of retaliation further supports the superiority of class-wide relief as many
2 employees do not want to pursue damages or remedies as named plaintiffs. Additionally,
3 alternative methods of adjudication would be repetitive individual cases or numerous arbitrations
4 that rely on the same facts and legal arguments, which would waste judicial resources. (See Sav-
5 On Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319, 340).

7 Under these circumstances, class treatment is appropriate because "[i]t is more likely that
8 absent a class suit, defendant will retain the benefits from its alleged wrongs." (Daar v. Yellow
9 Cab Co. (1967) 67 Cal.2d 695, 715.) Use of the class device will provide redress for many class
10 members who are unwilling or unable to file individual suits and bring confidence to Defendant
11 Quaglino Roofing that the settlement will prevent future claims. For these reasons, a class action
12 settlement is the preferred method of resolution of the class action claims.

14 V. CONCLUSION

15 Plaintiff submits to the Court that the parties' Class Action Settlement Agreements are in
16 the best interests of all stakeholders. Under the applicable class action criteria, the Class Action
17 Settlement Agreements should be preliminarily approved by the Court, the Class should be
18 conditionally certified for settlement purposes, and Class Notice should be approved for mail out
19 to all class members. The Plaintiffs respectfully request that the Court enter the Proposed Order
20 filed concurrently herewith and schedule a final fairness hearing.

22 DATED: September 16, 2025

Respectfully submitted,

24 Dax B. Deason, Esq.
25 Attorney for Plaintiffs

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PROOF OF SERVICE

I am over the age of 18 years, and not a party to the cause. My business address is 3130 Duncan Road, Suite 101, San Luis Obispo, CA 93401. On September ~~17~~¹⁴ 2025, I delivered the following document(s):

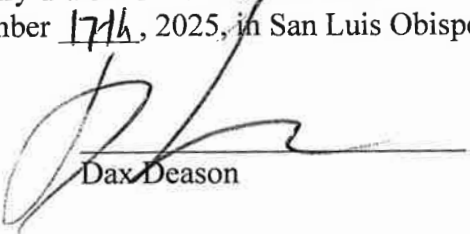
NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION & PAGA SETTLEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS OF PLAINTIFFS' ATTORNEYS.

to the addressee(s) as follows:

Matthew Theriault, Esq. mtheriault@grsm.com
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XXX By E-mail or Electronic Transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed above. I did not receive, within a reasonable time, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed September ~~17~~¹⁴, 2025, in San Luis Obispo, California.


Dax Deason

NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION & PAGA SETTLEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS OF PLAINTIFFS' ATTORNEYS

EXHIBIT A:
Class Action Settlement Agreements

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Attorney for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

PABLO TORRES individually and on behalf
of all others similarly situated,

Plaintiff,

v.

JAMES A. QUAGLINO, INC (DBA
QUAGLINO ROOFING) and JOE SOTO.; a
Delaware Limited Liability Company; and
DOES 1 through 20, INCLUSIVE.

Defendants.

Case No.: 24CV-0553

CLASS ACTION

[Assigned for All Purposes To: Hon. Craig B. Van
Rooyen-Dept. 2]

**FEHA DISCRIMINATION CLASS ACTION
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

Complaint filed: September 6, 2024
Trial date: Not set

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**FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AGREEMENT
AND CLASS NOTICE**

This FEHA Discrimination Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario (“Plaintiffs”) and Defendants James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe (collectively “Defendant” and/or “Defendants.”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiffs’ class action lawsuit alleging against Defendants initiated on September 6, 2024, Case No. 24CV-0553 (“Class Action”), which is pending in Superior Court of the State of California, County of San Luis Obispo.
- 1.2. “Administrator” means APEX, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were worked with Defendants, including Joe Soto during the Class Period.
- 1.5. “Class Counsel” means Deason Law, PC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the court-approved NOTICE OF FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AND FINAL HEARING , to be mailed to Class Members in English with a Spanish translation in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.
- 1.11. “Class Period” means the period from from September 6, 2021, until April 30, 2025.
- 1.12. “Class Representative” means the named Plaintiffs in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.14. “Court” means the Superior Court of California, County of San Luis Obispo.
- 1.15. “Defendants” means named Defendant James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe.
- 1.16. “Defense Counsel” means Gordon, Rees, Scully, Mansukhani, LLP (GRSM.)
- 1.17. “Effective Date” means: (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort is filed to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration,

1 appeal or review has been finally concluded and is no longer subject to review, whether by
2 appeal, petition for rehearing, petition for review or otherwise and the Settlement has not
3 been materially modified.

4 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

5 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
6 the Settlement.

7 1.20. "Gross Settlement Amount" means One Million Six Hundred Twenty-Five Thousand
8 Dollars (\$1,625,000.00) which is the total amount Defendants agree to pay under the FEHA
9 Discrimination Class Action Settlement. The Gross Settlement Amount will be used to pay
10 Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment, Class Representative Service Payment and the Administration Expenses Payment.

12 1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the
13 Net Settlement Amount calculated according to the number of Workweeks employed during
14 the Class Period.

15 1.22. "Judgment" means the judgment entered by the Court based upon the Final Approval.

16 1.23. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
17 in the amounts approved by the Court: Class Representative Service Payments, Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
19 Expenses Payment. The remainder is to be paid to Participating Class Members as
20 Individual Class Payments.

21 1.24. "Non-Participating Class Member" means any Class Member who opts out of the Class
22 portion of the Settlement by sending the Administrator a valid and timely Request for
23 Exclusion.

24 1.25. "Participating Class Member" means a Class Member who does not submit a valid and
25 timely Request for Exclusion from the Class portion of the Settlement.

26 1.26. "Plaintiffs" mean Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario,
27 and Isaac Nazario.

28 1.27. "Preliminary Approval" means the Court's order granting preliminary approval of the Class

portion of the Settlement.

1.28. "Preliminary Approval Order" means the proposed order granting preliminary approval of the Class portion of the Settlement.

1.29. "Released Class Claims" means the claims being released as described in Paragraph 5 below.

1.30. "Released Parties" means: Defendants and each of its former, and current owners, parents, and subsidiaries, and all of their current, and former, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives

1.31. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.32. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned as undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.

1.33. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.34. "Workweek" means any week during which a Class Member worked for Defendants under Defendant Joe Soto's supervision for at least two days, during the Class Period.

2. RECITALS

2.1. On September 6, 2024, Plaintiff Torres commenced the Class Action by filing a Complaint alleging several causes of action against Defendants, which included in relevant part discrimination and harassment pursuant to Government Code §§ 12940-12954 and failure to prevent discrimination pursuant to Government Code § 12940(k). Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Actions and deny any and all liability for the causes of action alleged.

1 2.2. On April 30, 2025, the Parties participated in an all-day mediation presided over by
2 experienced, neutral mediator Abe Melmed, which led to this Agreement to settle the
3 Actions.

4 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) the complete
5 corresponding time and payroll records for the putative class; (2) company handbooks and
6 written policies in effect during the Class Period; (3) Plaintiffs' personnel records and
7 employment files; (4) Class data points, including, for both current and formerly-employed
8 Class Members between the start of the Class Period and the date of mediation, total numbers
9 of Class Members, average hourly rates, and approximate numbers of workweeks worked,
10 pay periods, and wage statements issued. Plaintiff's investigation was sufficient to satisfy
11 the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th
12 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130
13 (2008) ("*Dunk/Kullar*").

14 2.4. The Court has not granted class certification.

15 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
16 other pending matter or action asserting claims that will be extinguished or affected by the
17 Settlement other than the Action.

18 **3. MONETARY TERMS**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants
20 promise to pay One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000.00)
21 prior to the deadlines stated in Paragraph 4.3 of this Agreement. This amount is non-
22 revisionary, and the Administrator will disburse the entire Gross Settlement Amount without
23 requiring Participating Class Members to submit any claim as a condition of payment.

24 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
25 following payments from the Gross Settlement Amount, in the amounts specified by the
26 Court in the Final Approval:

27 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of
28 not more than \$7,500 for Pablo Torres, and \$2,000 each for Misael De La Cruz,

1 Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to their
2 Individual Class Payments. Defendants will not oppose Plaintiffs' request for a
3 Class Representative Service Payment that does not exceed these amounts. If the
4 Court approves a Class Representative Service Payment less than the amount
5 requested, the Administrator will retain the remainder in the Net Settlement Amount.
6 The Administrator will pay the Class Representative Service Payment using IRS
7 Form 1099. Plaintiffs assume full responsibility and liability for employee taxes
8 owed on the Class Representative Service Payment.

9 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than in the amount
10 of 40% of the Gross Settlement Amount, or \$650,000.00, ("Class Counsel's Fees")
11 and a Class Counsel Litigation Expenses Payment of not more than \$5,157.27
12 Defendants will not oppose requests for these payments provided that they do not
13 exceed these amounts. Class Counsel will file a motion for Class Counsel Fees
14 Payment and Class Litigation Expenses Payment no later than 16 court days prior to
15 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
16 and/or a Class Counsel Litigation Expenses Payment less than the amounts
17 requested, the Administrator will allocate the remainder to the Net Settlement
18 Amount. Released Parties shall have no liability to Class Counsel or any other
19 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
20 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
21 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
22 Payment using one or more IRS 1099 Forms. Class Counsel assumes full
23 responsibility and liability for taxes owed on the Class Counsel Fees Payment and
24 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
25 indemnifies Defendants, from any dispute or controversy regarding any division or
26 sharing of any of these Payments.

27 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
28 \$4,990.00 except for a showing of good cause and as approved by the Court. To the

1 extent the Administration expenses are less, or the Court approves payment less than
2 \$4,990.00, the Administrator will retain the remainder in the Net Settlement
3 Amount. To the extent that the Administrator's cost of \$4,990.00 are approved in
4 this case and a companion Wage and Hour Class Settlement, the parties direct the
5 APEX administrator to withdraw its fees from the FEHA Discrimination Class
6 Settlement Fund.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
8 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
9 by all Participating Class Members during the Class Period and (b) multiplying the
10 result by each Participating Class Member's Workweeks.

11 3.2.4.1. Tax Allocation of Individual Class Payments. One Hundred percent (100%)
12 of each Participating Class Member's Individual Class Payment will be
13 reported on IRS 1099 Forms.

14 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
15 Class Payments. Non-Participating Class Members will not receive any
16 Individual Class Payments. The Workweeks of Non-Participating Class
17 Members are not included in the calculation of payments to Participating
18 Class Members and therefor have no effect on the calculation of Individual
19 Class Payments paid from the Net Settlement Amount.

20 **4. SETTLEMENT FUNDING AND PAYMENTS**

21 4.1. Class Workweeks. Defendant's records demonstrate that there were 38 Class Members who
22 collectively worked a total estimate of 4,455 Workweeks during the Class Period.

23 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
24 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
25 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
26 must maintain the Class Data in confidence, use the Class Data only for purposes of this
27 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
28 employees who need access to the Class Data to effect and perform under this Agreement.

1 Defendants have a continuing duty to immediately notify Class Counsel if they discover that
2 the Class Data omitted class member identifying information and to provide corrected or
3 updated Class Data as soon as reasonably feasible. Without any extension of the deadline
4 by which Defendants must send the Class Data to the Administrator, the Parties and their
5 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
6 any issues related to missing or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendants shall fund the \$1,625,000 Gross
8 Settlement Amount, no later than 45 calendar days after final court approval of the FEHA
9 Discrimination Settlement; Defendants have the option to fund a maximum of \$775,000.00
10 of the Gross Settlement Amount no later than September 1, 2026. The payments will be
11 held in an interest-bearing account by the Administrator and any interest earned will become
12 part of the Gross Settlement Amount. In the event that the Settlement is voided because
13 approval is denied, it will be returned to Defendant promptly.

14 4.4. Payments from the Settlement Amount shall be made to Settlement Class Members after
15 Defendants fully fund the Settlement Amount and only if the Effective Date is triggered. In
16 the event that the Effective Date is not triggered, any payments made by Defendants to this
17 account and any accrued interest thereon shall be returned to Defendants by the Settlement
18 Administrator within five (5) business days. Payments shall be made to the designated third-
19 party Administrator and be credited to amounts owed separately by each party. The amounts
20 paid shall become non-refundable upon final approval of the settlement by the court.

21 4.5. Effective Date: The Effective Date shall be: (a) the date the Court enters the Final Judgment
22 and order finally approving the Settlement, if no objections, motions for reconsideration and
23 no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion
24 for reconsideration, an appeal or other effort is filed to obtain review of the Final Judgment
25 and order finally approving the Settlement, the date sixty (60) days after such
26 reconsideration, appeal or review has been finally concluded and is no longer subject to
27 review, whether by appeal, petition for rehearing, petition for review or otherwise and the
28 Settlement has not been materially modified. A "material modification" shall not include any

change to the Class Counsel Award, Class Representative Service Award, or amount awarded for Settlement Administration Costs.

4.6. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants funds the entire Gross Settlement Amount and the Effective Date is triggered, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.6.1. The Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send reminder letters to Class Members whose checks remain uncashed for more than ninety (90) days. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NCOA database.

4.6.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced when requested by the Class Member prior to the void date.

4.6.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements

of California Code of Civil Procedure § 384(b).

4.6.4. The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and the Court enters a Final Judgment, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release.

5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present spouses, shall fully release Defendants, and Defendants' present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors, successors and assigns of Defendants, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of them.

5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions,

rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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.

- 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Actions including, e.g., discrimination and harassment, including claims under Government Code §§ 12940-12954, failure to prevent discrimination, harassment and retaliation, including claims under Government Code § 12940(k), and any related claims arising out of any conduct referenced in the Action. This release does not include claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

- 6.1. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendants and Defense counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "cy pres recipient".

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date (if necessary) for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval or the Motion for Final Approval. Class Counsel is responsible for delivering the Court's order of Preliminary Approval to the Administrator.

1 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
3 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
4 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
5 grant Preliminary Approval or conditions Preliminary Approval on any material change to
6 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
7 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
8 Agreement and otherwise satisfy the Court's concerns.

9 **7. SETTLEMENT ADMINISTRATION**

10 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
11 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
12 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
13 exchange for payment of Administration Expenses. The Parties and their Counsel represent
14 that they have no interest or relationship, financial or otherwise, with the Administrator other
15 than a professional relationship arising out of prior experiences administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
17 Identification Number for purposes providing reports to state and federal tax authorities.

18 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
19 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
20 468B-1.

21 7.4. Notice to Class Members.

22 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
23 shall notify Class Counsel that the list has been received and state the number of
24 Class Members and Workweeks.

25 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members
27 identified in the Class Data, via first-class USPS mail, the Class Notice substantially
28 in the form attached to this Agreement as Exhibit A. The Class Notice shall

1 prominently estimate the dollar amounts of each Individual Class Payment payable to
2 the Class Member and the number of Workweeks used to calculate these amounts.
3 Before mailing Class Notices, the Administrator shall update Class Member
4 addresses using the NCOA database.

5 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
6 returned by the USPS as undelivered, the Administrator shall re-mail the Class
7 Notice using any forwarding address provided by the USPS. If the USPS does not
8 provide a forwarding address, the Administrator shall conduct a Class Member
9 Address Search, and re-mail the Class Notice to the most current address obtained.
10 The Administrator has no obligation to make further attempts to locate or send Class
11 Notice to Class Members whose Class Notice is returned by the USPS a second time.

12 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
13 and/or pay periods, and Requests for Exclusion will be extended an additional 14
14 days beyond the 45 days otherwise provided in the Class Notice for all Class
15 Members whose notices are re-mailed. The Administrator will inform the Class
16 Member of the extended deadline with the re-mailed Class Notice.

17 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
18 discovers any persons who believe they should have been included in the Class Data
19 and should have received Class Notice, the Parties will expeditiously meet and
20 confer in person or by telephone, and in good faith in an effort to agree on whether
21 to include them as Class Members. If the Parties agree, such persons will be Class
22 Members entitled to the same rights as other Class Members, and the Administrator
23 will send, via email or overnight delivery, a Class Notice requiring them to exercise
24 options under this Agreement not later than 14 days after receipt of Class Notice, or
25 the deadline dates in the Class Notice, which ever are later.

26 7.5. Requests for Exclusion (Opt-Outs).

27 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
28 Settlement must send the Administrator, by fax, email, or mail, a signed written

1 Request for Exclusion not later than 45 days after the Administrator mails the Class
2 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
3 mailed). A Request for Exclusion is a letter from a Class Member or his/her
4 representative that reasonably communicates the Class Member's election to be
5 excluded from the Class portion of the Settlement and includes the Class Member's
6 name, address and email address or telephone number. To be valid, a Request for
7 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
9 to contain all the information specified in the Class Notice. The Administrator shall
10 accept any Request for Exclusion as valid if the Administrator can reasonably
11 ascertain the identity of the person as a Class Member and the Class Member's desire
12 to be excluded. The Administrator's determination shall be final and not appealable
13 or otherwise susceptible to challenge. If the Administrator has reason to question
14 the authenticity of a Request for Exclusion, the Administrator may demand
15 additional proof of the Class Member's identity. The Administrator's determination
16 of authenticity shall be final as to the Parties, but a Class Member whose Request for
17 Exclusion is rejected by the Administrator may present a challenge to that
18 determination to the Court.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
20 is deemed to be a Participating Class Member under this Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraph 5 of this Agreement,
23 regardless whether the Participating Class Member actually receives the Class
24 Notice or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment
27 or have the right to object to the class action components of the Settlement.

28 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the

1 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
2 Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the
3 Class Member in the Class Notice. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must
5 encourage the challenging Class Member to submit supporting documentation. In the
6 absence of any contrary documentation, the Administrator is entitled to presume that the
7 Workweeks contained in the Class Notice are correct so long as they are consistent with the
8 Class Data. The Administrator's determination of each Class Member's allocation of
9 Workweeks shall be final as to the Parties (although Defendants shall retain the right to
10 correct erroneous Class Data if subsequently discovered), but a Class Member whose
11 Workweek challenge is rejected by the Administrator may present the same evidence
12 supporting the Workweek challenge to the Court for review. The Administrator shall
13 promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel
14 and Class Counsel and the Administrator's determination concerning the challenges.

15 7.7. Objections to Settlement.

16 7.7.1. Only Participating Class Members may object to the class action components of the
17 Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment and/or Class Representative Service
20 Payment.

21 7.7.2. Participating Class Members may send written objections to the Administrator, by
22 fax, email, or mail. In the alternative, Participating Class Members may appear in
23 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
24 Approval Hearing. A Participating Class Member who elects to send a written
25 objection to the Administrator must do so not later than 45 days after the
26 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
27 Members whose Class Notice was re-mailed).

28 7.7.3. Non-Participating Class Members have no right to object to any of the class action

1 components of the Settlement.

2 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
3 performed or observed by the Administrator contained in this Agreement or otherwise.

4 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
5 and maintain and use an internet website to post information of interest to Class
6 Members including the date, time and location for the Final Approval Hearing and
7 copies of the Settlement Agreement, Motion for Preliminary Approval, the
8 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
9 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
10 Payment and Class Representative Service Payment, the Final Approval Order and
11 the Judgment. The Administrator will also maintain and monitor an email address
12 and a toll-free telephone number to receive Class Member calls, faxes and emails.

13 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
14 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
15 Not later than 5 days after the expiration of the deadline for submitting Requests for
16 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
17 containing (a) the names and other identifying information of Class Members who
18 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the
19 names and other identifying information of Class Members who have submitted
20 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
21 Settlement submitted (whether valid or invalid).

22 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
23 to Class Counsel and Defense Counsel that, among other things, tally the number of:
24 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
25 Exclusion (whether valid or invalid) received, objections received, and challenges to
26 Workweeks received and/or resolved ("Weekly Report"). The Weekly Reports must
27 provide the Administrator's assessment of the validity of Requests for Exclusion and
28 attach copies of all Requests for Exclusion and objections received. In addition to

1 the Weekly Reports, the Administrator shall report to the Parties when it has
2 completed the initial distribution of the Individual Class Payments to all individuals
3 with valid addresses.

4 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
5 decisions consistent with the terms of this Agreement on all Class Member
6 challenges over the calculation of Workweeks. The Administrator's determination
7 of each Class Member's allocation of Workweeks shall be final as to the Parties
8 (although Defendants shall retain the right to correct erroneous Class Data if
9 subsequently discovered), but a Class Member whose Workweek challenge is
10 rejected by the Administrator may present the same evidence supporting the
11 Workweek challenge to the Court for review.

12 7.8.5. Administrator's Declaration. Not later than 21 days before the date by which
13 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
14 Administrator will provide to Class Counsel and Defense Counsel, a signed
15 declaration suitable for filing in Court attesting to its due diligence and compliance
16 with all of its obligations under this Agreement, including, but not limited to, its
17 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
18 Class Notices, attempts to locate Class Members, the total number of Requests for
19 Exclusion from Settlement it received (both valid or invalid), the number of written
20 objections and attach the Exclusion List. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator's declaration(s) in Court.

23 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements
26 by employee identification number only of all payments made under this Agreement.
27 At least 21 days before any deadline set by the Court, the Administrator will prepare,
28 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for

1 filing in Court attesting to its disbursement of all payments required under this
2 Agreement. Class Counsel is responsible for filing the Administrator's declaration
3 in Court.

4 **8. CLASS SIZE ESTIMATES**

5 Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there
6 are 38 Class Members who worked an estimated 4,455 Total Workweeks during the Class period.

7 **9. DEFENDANTS' RIGHT TO WITHDRAW**

8 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 33% of the
9 total of all Class Members, Defendants may, but are not obligated to, withdraw from the Settlement. The
10 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
11 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
12 provided, however, Defendants will remain responsible for paying all Settlement Administration expenses
13 incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not
14 later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
15 elections will have no effect. The Parties agree to reasonably cooperate to obtain 100% releases from the
16 Class Members who filed Requests for Exclusion, and in the event they are able to do so, the settlement
17 shall remain intact at the same terms herein, so long as the relevant Class Members withdraw their Requests
18 for Exclusion and execute releases, including 1542 waivers. If the Parties are unable to obtain 100% of the
19 Class Members' executed releases, then Defendant may void the FEHA Class Settlement and litigation of
20 the FEHA discrimination and harassment claims may resume.

21 **10. MOTION FOR FINAL APPROVAL**

22 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
23 file in Court, a Motion for Final Approval of the Settlement and a Proposed Final Approval Order and
24 Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to
25 Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
26 expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for
27 Final Approval.

28 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

1 Participating Class Member, including the right to file responsive documents in Court no
2 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
5 on any material change to the Settlement (including, but not limited to, the scope of release
6 to be granted by Class Members), the Parties will expeditiously work together in good faith
7 to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
11 modification to the Agreement within the meaning of this paragraph.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes
14 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
15 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

16 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
17 conditions of this Agreement, the Parties, their respective counsel, and all Participating
18 Class Members who did not object to the Settlement as provided in this Agreement, waive
19 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
20 proceedings, the right to file motions to vacate judgment, motions for new trial,
21 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such time as
24 the appeal is finally resolved and the Judgment becomes final.

25 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Appellate Court vacates, reverses, or modifies the Judgment in a manner that
27 requires a material modification of this Agreement (including, but not limited to, the scope
28 of release to be granted by Class Members), this Agreement shall be null and void. The

1 Parties shall nevertheless expeditiously work together in good faith to address the appellate
2 court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50
3 basis, any additional Administration Expenses reasonably incurred after remittitur. An
4 appellate decision to vacate, reverse, or modify the Court's award of the Class
5 Representative Service Payment or any payments to Class Counsel shall not constitute a
6 material modification of the Judgment within the meaning of this paragraph, as long as the
7 Gross Settlement Amount remains unchanged.

8 **11. AMENDED JUDGMENT**

9 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in
10 good faith to jointly submit and a proposed amended judgment.

11 **12. ADDITIONAL PROVISIONS**

12 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
13 Purposes. This Agreement represents a compromise and settlement of highly disputed
14 claims. Nothing in this Agreement is intended or should be construed as an admission by
15 Defendants that any of the allegations in the Actions have merit or that Defendants have any
16 liability for any claims asserted; nor should it be intended or construed as an admission by
17 Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class
18 certification and representative treatment is for purposes of this Settlement only. If, for any
19 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
20 Defendants reserve the right to contest certification of any class for any reasons, and
21 Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves
22 the right to move for class certification on any grounds available and to contest Defendants'
23 defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will
24 have no bearing on, and will not be admissible in connection with, any litigation (except for
25 proceedings to enforce or effectuate the Settlement and this Agreement).

26 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
27 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
28 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or

1 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
2 Agreement directly or indirectly, specifically or generally, to any person, corporation,
3 association, government agency, or other entity except: (1) to the Parties' attorneys,
4 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;
5 (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate
6 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
7 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
8 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
9 seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
10 separately agree not to, directly or indirectly, initiate any conversation or other
11 communication, before the filing of the Motion for Preliminary Approval, with any third
12 party regarding this Agreement or the matters giving rise to this Agreement except to
13 respond only that "the matter was resolved," or words to that effect. This paragraph does not
14 restrict Class Counsel's communications with Class Members in accordance with Class
15 Counsel's ethical obligations owed to Class Members.

16 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or
18 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
19 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
20 ethical obligations owed to Class Members.

21 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this
28 Agreement to effectuate its terms, and to execute any other documents reasonably required

1 to effectuate the terms of this Agreement including any amendments to this Agreement.

2 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
3 efforts, in good faith, to implement the Settlement by, among other things, modifying the
4 Settlement Agreement, submitting supplemental evidence and supplementing points and
5 authorities as requested by the Court. In the event the Parties are unable to agree upon the
6 form or content of any document necessary to implement the Settlement, or on any
7 modification of the Agreement that may become necessary to implement the Settlement, the
8 Parties will seek the assistance of a mediator and/or the Court for resolution.

9 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
10 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity and portion of any liability, claim, demand, action, cause
12 of action, or right released and discharged by the Party in this Settlement.

13 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
15 relied upon as such within the meaning of United States Treasury Department Circular 230
16 (31 CFR Part 10, as amended) or otherwise.

17 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
18 changed, or waived only by an express written instrument signed by all Parties or their
19 representatives, and approved by the Court.

20 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
21 benefit of, the successors of each of the Parties.

22 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California, without
24 regard to conflict of law principles.

25 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
26 Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting.
28

1 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during the Actions and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
5 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
6 Defendants in connection with the mediation, other settlement negotiations, or in connection
7 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
8 and may not be used in any way that violates any existing contractual agreement, statute, or
9 rule of court. Not later than 90 days after the date when the Court discharges the
10 Administrator's obligation to provide a declaration confirming the final pay out of all
11 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
12 received from Defendants unless, prior to the Court's discharge of the Administrator's
13 obligation, Defendants makes a written request to Class Counsel for the return, rather than
14 the destructions, of Class Data.

15 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
16 for convenience of reference only and does not constitute a part of this Agreement.

17 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
18 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 12.17. Notice. All notices, demands or other communications between the Parties in connection
22 with this Agreement will be in writing and deemed to have been duly given as of the third
23 business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiff:

26 **DEASON LAW, P.C.**

27 DAX DEASON (SBN 337501)
28 ddeason@deason-law.com

DEASON LAW, PC
3130 Duncan Ln. Ste. 101,
San Luis Obispo, California 93401
Telephone: (713)975-7301
Facsimile: (832)201-0663

To Defendants:

GRSM

Matthew Theriault
Email: Mtheriault@grsm.com
Daniela Theriault
Email: Dtheriault@grsm.com
Debra Meppen
Email: DMeppen@grsm.com
Gordon Rees Scully Mansuskani
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

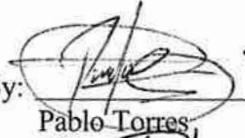
12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff & Class Representatives:

Dated:

By:


Pablo Torres

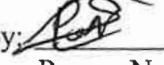
Dated:

By:


Misael De La Cruz

Dated:

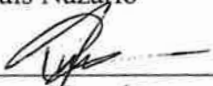
By:


Roman Nazario Nolasco

1
2
3 Dated:

By: 
Luis Nazario

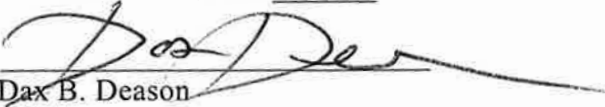
4 Dated:

By: 
Isaac Nazario

5
6 **Plaintiffs' Counsel:**

7 Dated:

DEASON LAW, P.C.

8 By: 
Dax B. Deason
Attorney for Plaintiffs

9 **Defendants:**

10 Dated:

Defendant James A. Quaglino

11 By: _____
12 James A. Quaglino

13
14 Dated:

Defendant Ryan Sutcliffe

15 By: _____
16 Ryan Sutcliffe

17 Dated:

Defendant Josh Paulson

18 By: _____
19 Josh Paulson

20 Dated:

On Behalf of Defendant: _____

21 By: _____
22 James A. Quaglino Roofing (dba Quaglino Roofing)

23 **Defendants' Counsel:**

24 Dated:

GRSM

25 By: _____
26 Daniela Theriault
27 Matthew Theriault
28 Debra Meppen
Dina Glucksman
Attorneys for Defendants

Dated:

By: _____
Luis Nazario

Dated:

By: _____
Isaac Nazario

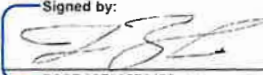
Plaintiffs' Counsel:

Dated: **DEASON LAW, P.C.** _____

By: _____
Dax B. Deason
Attorney for Plaintiffs

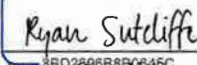
Defendants:

Dated: September 11, 2025 **Defendant James A. Quagliano**

By: 
Signed by: _____
James A. Quagliano
DOCEC0F68576430

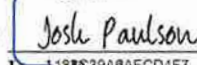
Dated: September 11, 2025

Defendant Ryan Sutcliffe

By: 
Signed by: _____
Ryan Sutcliffe
85D266B88F064FC

Dated: September 11, 2025

Defendant Josh Paulson

By: 
Signed by: _____
Josh Paulson
18D39A8AFCD4F7

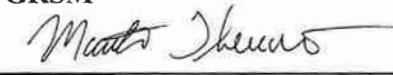
Dated: September 11, 2025

On Behalf of Defendant: _____

By: 
Signed by: _____
James A. Quagliano Roofing (dba Quagliano Roofing)
DOCEC0F68576430

Defendants' Counsel:

Dated: September 12, 2025

By: 
GRSM
Daniela Theriault
Matthew Theriault
Debra Meppen
Dina Glucksman
Attorneys for Defendants

1 **EXHIBIT A:**
2 **NOTICE OF FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AND**
3 **FINAL HEARING**

4 *Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.*
5 San Luis Obispo County Superior Court Case No. 24CV-0553

6 **YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A**
7 **DISCRIMINATION CLASS ACTION SETTLEMENT**

8 *A California court authorized this notice. This is not a solicitation from a lawyer.*

- 9
- 10 • A proposed settlement (“Settlement”) has been reached in the class action lawsuit Pablo
11 *Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.* San
12 Luis Obispo County Superior Court Case No. 24CV-0553. The purpose of this Notice of
13 Pendency of Discrimination Class Action Settlement and Final Hearing (“Notice”) is to
14 briefly describe the case and inform you of your rights in connection with the proposed
15 Settlement.
 - 16 • Plaintiff Torres previously sued Defendants James A. Quaglino, Inc. (dba Quaglino
17 Roofing) and Joe Soto on behalf of himself and similarly situated roofing workers by
18 alleging discrimination and harassment based on national origin, race and color, failure
19 to prevent discrimination, harassment, and retaliation, and related discrimination claims.
20 Defendants deny liability on all of Plaintiffs’ claims.
 - 21 • The Court has determined that there is sufficient evidence to suggest that the proposed
22 settlement is fair, reasonable and adequate. The proposed Settlement will provide a Gross
23 Settlement Amount of \$1,625,000.00 to resolve discrimination claims of all current and
24 former non-exempt hourly roofer employees who were employed by Defendant Quaglino
25 Roofing in California between September 6, 2021, through April 30, 2025 (“FEHA
26 Discrimination Settlement Class”)
27
28

- The lawyers for Plaintiffs are:

Dax B. Deason (SBN 337501)	Anthony P. Raimondo (SBN 200387)
3130 Duncan Road Suite 101	Deason Law, P.C.
San Luis Obispo, CA 93401	3130 Duncan Road Suite 101
Tel: (713)975-7301	San Luis Obispo, CA 93401
Fax: (832)201-0663	Tel: (713)975-7301
ddeason@deason-law.com	Fax: (832)201-0663

- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

As a FEHA Discrimination Class Member you are eligible to receive an individual settlement award under the settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded.

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up the right to pursue a separate legal action against Defendants, as explained in the Notice.
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Exclude Yourself from the FEHA Discrimination Settlement Class	Get no payment. By choosing this option, you may pursue your own claims against Defendants. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement.
Object	Participate in the settlement as a Class Member, but advise the Settlement Administrator or Court of any objections you have to the Settlement and the basis for your objection.

WHY DID YOU RECEIVE THIS NOTICE?

This Notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under the proposed settlement. You are receiving this Notice because you may be a member of the class on whose behalf the class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On September 6, 2024, Plaintiff Pablo Torres Santiago filed a class action complaint against Defendants in the San Luis Obispo County Superior Court on behalf of himself and all other similarly situated employees, entitled *Pablo Torres Santiago, et., al. v. James A. Quaglino Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the “Action”). The Complaint asserted causes of action based on discrimination and harassment by a former supervisor named Joe Soto and Quaglino Roofing’s failure to prevent discrimination, harassment and retaliation.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

1 Plaintiffs believe that they would have prevailed on their claims at a trial. Defendants do not
2 believe Plaintiffs would have won anything from a trial and are confident in their factual and
3 legal defenses. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and
4 uncertainty of a trial. The parties and their attorneys think the settlement is fair, reasonable,
5 adequate and in the best interests of all FEHA Discrimination Class members.
6

7 **B. Who is in the FEHA Discrimination Settlement Class?**

8 For settlement purposes only, the FEHA Discrimination Settlement Class encompasses
9 all current and former non-exempt hourly employees (i.e., roofers) employed by Defendant
10 Quaglino Roofing in California between September 6, 2021, and April 30, 2025, who believe
11 they were victims of discrimination or harassment by Quaglino Roofing's former supervisor Joe
12 Soto.
13

14 **C. What does the Settlement provide?**

15 Subject to final Court approval, Defendants will pay \$1,625,000 (the "Gross Settlement
16 Amount") to settle the discrimination class action lawsuit. The following sums will be paid from
17 the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of up to 40% or \$650,000.00;
18 (2) Class Counsel's litigation expenses of \$5,157.27; (3) Incentive Awards to Plaintiffs ranging
19 between \$2,000 and \$7,500; and (4) Settlement Administration Costs up to \$4,990.00. After
20 deduction from the Gross Settlement Amount of court-approved expenses and fees, there will
21 be a "Net Settlement Amount." Your share of the Net Settlement Amount will be determined
22 by the formula detailed in section E below.
23

24 **D. What are you giving up to receive a payment and stay in the FEHA**

25 **Discrimination Settlement Class?**

26 If the proposed Settlement is approved by the Court, a Judgment will be entered such
27 that each FEHA Discrimination Class Member who has not submitted a timely and valid Request
28

1 for Exclusion fully releases and discharges Defendants from the Released Claims. Effective
2 on the date when the Court finally approves the entire settlement and Defendant Quaglino
3 Roofing fully funds the entire Gross Settlement Amount, Plaintiffs and all participating FEHA
4 Discrimination Class Members, shall fully release Defendants, and Defendants' present and
5 former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners,
6 partners, owners, directors, trustees, current or former employees, vendors, contractors,
7 consultants, board of directors, and agents, as well as any of its representatives, James A.
8 Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors,
9 successors and assigns of Defendants, representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns generally, release and discharge Released Parties from all claims,
11 transactions, or occurrences, including, but not limited to all claims that were, or reasonably
12 could have been, alleged, based on the facts contained, in the Complaint.
13
14

15 **E. How is my share of the Settlement Payment calculated?**

16 Each participating claimant (those who do not opt out of the Settlement) shall receive an
17 Individual Settlement Payment, which is a share of the Net Settlement Amount. Based on
18 Defendants' records, the Settlement Administrator will determine the number of workweeks
19 worked by each participating claimant as an hourly employee in California between September
20 6, 2021, and April 30, 2025. The Net Settlement Amount shall be divided between all
21 participating claimants based on the number of workweeks they worked for Defendants during
22 the Class Period.
23

24 The maximum amount that each participating claimant is entitled to receive is
25 determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing
26 a participating claimant's total workweeks by the total number of workweeks of all participating
27 claimants as expressed in the following formula:
28

Individual Settlement Payment	=	Individual Workweeks ÷ Total Class Workweeks	X	Net Settlement Amount
-------------------------------------	---	--	---	-----------------------

None of the parties or attorneys makes any representations regarding the tax consequences of the Settlement or your participation in it. Participating claimants should consult with a tax advisor of their choosing regarding the tax consequences of the Settlement.

According to the records of Defendants, you worked as a non-exempt roofing employee at Defendant Quaglino Roofing in California between September 6, 2021, and ending April 30, 2025, for [] weeks]. Based on those numbers, your Individual Settlement Payment is estimated to be []. This amount is subject to change based on the final ruling of the Court and the number of FEHA Discrimination Class Members who request to be excluded from the settlement.

Please be advised that the number of work weeks listed above is presumed correct unless you submit documentation proving otherwise. If you disagree with the number of weeks listed above, please submit an explanation and evidence of your proposed work weeks to the Settlement Administrator no later than (45) days after this Notice was mailed to your attention. In the event of a dispute about the correct number of work weeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without hearing or right of appeal from you.

F. Rights Under Companion Wage and Hour Class Action

FEHA Discrimination Class Members may also be the beneficiary of a separate class action wage and hour lawsuit that was also filed by Plaintiff Torres in *Pablo Torres Santiago, et., al. v. James A. Quaglino Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the

1 “Action”). In addition to discrimination claims, Plaintiff Torres also asserted various claims for
2 unpaid wages and compensation. If you were employed in an hourly non-exempt position at
3 Defendant Quaglino Roofing between September 6, 2020, and April 30, 2025, you may be
4 eligible for participation in the wage and hour class action and will be notified by separate
5 Notice of your rights in the companion wage and hour case.
6

7 **THE FINAL SETTLEMENT HEARING**

8 The Court will conduct a final fairness hearing regarding the proposed settlement (the
9 “Final Settlement Hearing”) in Department 2 of the San Luis Obispo County Superior Court,
10 located at 1050 Monterey Street, San Luis Obispo, CA 93408. FEHA Discrimination Class
11 Members will be notified of the date and time of the Final Settlement Hearing by the Settlement
12 Administrator.
13

14 At the Final Settlement Hearing, the Court will determine (i) whether the settlement
15 should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests
16 of the FEHA Discrimination Settlement Class Members; (ii) whether the FEHA Discrimination
17 Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of
18 the attorneys’ fees and costs to be awarded to Plaintiffs’ attorneys; (iv) the amount that should
19 be awarded in costs to the Settlement Administrator; and (v) the amount that should be awarded
20 to Plaintiffs as a service payment.
21

22 At the Final Settlement Hearing, the Court will hear all objections, and arguments for
23 and against the proposed settlement. You have a right to attend this hearing, but you are not
24 required to do so. You also have the right to hire an attorney to represent you, or to appear and
25 represent yourself.
26

27 **WHAT ARE YOUR OPTIONS?**

28 **A. Option 1 – Do Nothing and Participate in the Settlement**

1 ***IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL***
2 ***AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS***
3 ***APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY***
4 ***ANYTHING TO THE LAWYERS IN THIS CASE.*** If you move, you must update your address
5 with the Settlement Administrator. If you disagree with the number of work weeks indicated in
6 section E above, you must submit an explanation and/or documentation to the Settlement
7 Administrator to justify your position, postmarked no later than 45 days after mailing of this
8 Notice. The Settlement Administrator's address is 18 Technology Drive, Suite 154, Irvine, CA
9 92618. Phone: 1 800 355 0700. Email. info@apexclassaction.com
10

11 **B. Option 2 – Object to the Settlement**

12 If you wish to remain a FEHA Discrimination Settlement Class Member, but you object
13 to the proposed settlement, or any of its terms, and wish the Court to consider your objection at
14 the Final Settlement Hearing, you may object to the proposed settlement in writing. You may
15 also appear at the Final Approval Hearing, either in person or through an attorney at your own
16 expense. All written objections, supporting papers, and/or notices of intent to appear at the Final
17 Approval Hearing must clearly identify the case name and number, include your full name,
18 grounds for objection, be signed by you, and be mailed to the Settlement Administrator at 18
19 Technology Drive, Suite 154, Irvine, CA 92618. Objections must be postmarked no later than
20 forty-five (45) days after this Notice was mailed. If you submit an objection, you will still be
21 bound by the terms of the Settlement, including the release of Released Claims above, unless
22 the Settlement is not finally approved by the Court.
23

24 **C. Option 3 – Exclude Yourself from the Settlement**

25 You have a right to exclude yourself ("opt out") from the Settlement Class, but if you
26 choose to do so, you will not receive any benefits from the proposed settlement. By doing so,
27
28

1 you will reserve the right, if you choose, to file your own lawsuit against Defendants. You can
2 opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion
3 Form to the Settlement Administrator at the above-stated address, such that it is postmarked no
4 later than forty-five (45) days after this Notice was mailed.

5
6 To be valid, your Request for Exclusion must state your full name, address, telephone
7 number, the last four digits of your Social Security Number, contain a clear statement that you
8 are opting out and requesting to be excluded from the settlement in this case and must be signed
9 by you. Before opting out, it is recommended that you consult with an attorney to determine if
10 you have a valid individual claim against the Defendants, especially because discrimination
11 claims in California have a statute of limitations that require a claimant to file a complaint within
12 a certain timeframe. If you do not submit a timely and valid Request for Exclusion, you will be
13 deemed a participating claimant and will be bound by the release of Release Claims above and
14 all other Settlement terms.
15

16 **ARE THERE MORE DETAILS ABOUT THIS SETTLEMENT?**

17 The above is a summary of the basic terms of the settlement. For the precise terms and conditions,
18 of the settlement, you should review the detailed “**FEHA DISCRIMINATION SETTLEMENT**
19 **AGREEMENT AND CLASS NOTICE**,” which is on file with the Clerk of the Court. The pleadings
20 and other records in the Lawsuit may be examined in person at the Court Clerk’s office, located at 1050
21 Monterey Street, San Luis Obispo, CA 93408. **IF YOU NEED MORE INFORMATION OR HAVE**
22 **ANY QUESTIONS**, you may contact the Settlement Administrator at 18 Technology Drive, Suite 154,
23 Irvine, CA 92618, 1(800) 355-0700. Please refer to the Quaglino Roofing Class Action Settlement. You
24 may also contact Class Counsel, Dax B. Deason, Esq., by calling (713) 975-7301.
25

26 ***PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT***
27 **BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
28

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Attorneys for Defendants

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DEASON LAW, PC

3130 Duncan Ln. Ste. 101,

San Luis Obispo, California 93401

Telephone: (713)975-7301

Facsimile: (832)201-0663

Attorney for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

PABLO TORRES individually and on behalf
of all others similarly situated,

Plaintiff,

v.

JAMES A. QUAGLINO, INC (DBA
QUAGLINO ROOFING) and JOE SOTO; a
Delaware Limited Liability Company; DOES
1 through 20, INCLUSIVE.

Defendants.

Case No.: 24CV-0553

CLASS ACTION

[Assigned for All Purposes To: Hon. Craig B. Van
Rooyen
Dept. 2

**WAGE AND HOUR CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint filed: September 6, 2024

Trial date: Not set

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**WAGE AND HOUR CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

This Wage and Hour Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario (“Plaintiffs”) and Defendants James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe (collectively “Defendant” and/or “Defendants.”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Actions” mean the Plaintiffs’ class action lawsuit alleging wage and hour violations against Defendants initiated on September 6, 2024, Case No. 24CV-0553 (“Class Action”), and Plaintiffs’ PAGA lawsuit based on the same wage and hour violations and initiated on or about September 16, 2024, via a formal notice to the Labor and Workforce Development Agency (“LWDA”) (“PAGA Action”), both of which are pending in Superior Court of the State of California, County of San Luis Obispo.
- 1.2. “Administrator” means APEX, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means an individual who worked for Defendants in California as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who worked for Defendants in California as hourly, non-exempt employees in a field position (e.g. roofer or similar general labor) at any time during the Class Period.
- 1.6. “Class Counsel” means Deason Law, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the

amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address ("NCOA") database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the court-approved NOTICE OF WAGE AND HOUR CLASS ACTION SETTLEMENT AND FINAL HEARING, to be mailed to Class Members in English with a Spanish translation, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.12. "Class Period" means the period from September 6, 2020, until April 30, 2025.

1.13. "Class Representative" means the named Plaintiff in the Actions seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of San Luis Obispo.

1.16. "Defendants" mean named Defendant James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe.

1.17. "Defense Counsel" means Gordon, Rees, Scully, Mansukhani, LLP (GRSM.)

- 1.18. “Effective Date” means: (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means Two Hundred and Twenty-Five Thousand (\$225,000.00) which is the total amount Defendants agree to pay under the Class and PAGA portions of the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under

Labor Code § 2699(i).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least two days during the PAGA Period.

1.30. “PAGA Period” means the period from September 16, 2023, through April 30, 2025.

1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.32. “PAGA Notice” means Plaintiff’s PAGA letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, or \$25,000, allocated 35% to the Aggrieved Employees (\$8,7850.00) and the 65% to LWDA (\$\$16,250.00) in settlement of PAGA claims.

1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

1.35. “Plaintiff” means Pablo Torres (the named plaintiff in the Actions), Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario.

1.36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class portion of the Settlement.

1.37. “Preliminary Approval Order” means the order granting preliminary approval of the Class portion of the Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

- 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.40. "Released Parties" means: Defendants and each of its former, and current owners, parents, and subsidiaries, and all of their current, and former, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.
- 1.43. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during which a Class Member worked for Defendants for at least two days, during the Class Period.

2. **RECITALS**

- 2.1. On September 6, 2024 Plaintiff Torres commenced the Class Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum prevailing wages and travel time, failure to pay overtime, failure to provide timely meal periods, failure to authorize and permit rest breaks, failure to pay reporting time pay, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices.
- 2.2. On September 16, 2024, Plaintiff Torres provided a notice to the Defendants and LWDA of a PAGA Action alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*
- 2.3. Defendants deny the allegations in the Actions, deny any failure to comply with the laws

identified in in the Actions and deny any and all liability for the causes of action alleged.

2.4. On April 30, 2025, the Parties participated in an all-day mediation presided over by experienced, neutral mediator Abe Melmed, which led to this Agreement to settle the Actions.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) the complete corresponding time and payroll records for the putative class; (2) company handbooks and written policies in effect during the Class and PAGA Periods; (3) Plaintiffs' personnel records and employment files; (4) Class data points, including, for both current and formerly-employed Class Members between the start of the Class Period and the date of mediation, total numbers of Class Members, average hourly rates, and approximate numbers of workweeks worked, pay periods, and wage statements issued; and (5) PAGA (and wage statement penalty) group data points, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period and the date of mediation, total numbers of Aggrieved Employees, average hourly rates, and approximate numbers of workweeks worked, pay periods, and wage statements issued. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than the Action in the same Court (Case 24CV-0553.)

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two-Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed and/or any benefit plan contributions for the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement

Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$2,500 for Pablo Torres, and \$500 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed these amounts. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 40% of the Gross Settlement Amount, which is currently \$90,000.00, ("Class Counsel's Fees") and a Class Counsel Litigation Expenses Payment of not more than \$5,157.27. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other

1 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
2 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
3 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
4 Payment using one or more IRS 1099 Forms. Class Counsel assumes full
5 responsibility and liability for taxes owed on the Class Counsel Fees Payment and
6 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
7 indemnifies Defendants, from any dispute or controversy regarding any division or
8 sharing of any of these Payments.

9 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
10 \$4,990.00 except for a showing of good cause and as approved by the Court. To the
11 extent the Administration expenses are less, or the Court approves payment less than
12 \$4,990.00, the Administrator will retain the remainder in the Net Settlement
13 Amount. To the extent that the Administrator's cost of \$4,990.00 are approved in
14 this case and a companion FEHA Discrimination Class Settlement, the parties direct
15 the APEX administrator to withdraw its fees from the FEHA Discrimination Class
16 Settlement Fund.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
18 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
19 by all Participating Class Members during the Class Period and (b) multiplying the
20 result by each Participating Class Member's Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
22 Class Member's Individual Class Payment will be allocated to settlement of
23 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
24 withholding and will be reported on an IRS W-2 Form. The 80% of each
25 Participating Class Member's Individual Class Payment will be allocated to
26 settlement of claims for interest and penalties (the "Non-Wage Portion").
27 The Non-Wage Portions are not subject to wage withholdings and will be
28 reported on IRS 1099 Forms. Participating Class Members assume full

responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefor have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: The parties have agreed that PAGA Penalties in the amount of \$25,000.00 will be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 69 Class Members who collectively worked a total of 7000 Workweeks and 33 Aggrieved Employees who worked a total of 2,332 PAGA Pay Periods.

1 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
2 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
3 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
4 must maintain the Class Data in confidence, use the Class Data only for purposes of this
5 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that
8 the Class Data omitted class member identifying information and to provide corrected or
9 updated Class Data as soon as reasonably feasible. Without any extension of the deadline
10 by which Defendants must send the Class Data to the Administrator, the Parties and their
11 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
12 any issues related to missing or omitted Class Data.

13 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the \$225,000 Gross
14 Settlement Amount, no later than 45 calendar days after final court approval of the Wage
15 and Hour Settlement. The payments will be held in an interest-bearing account by the
16 Administrator and any interest earned will become part of the Gross Settlement Amount. In
17 the event that the Settlement is voided because approval is denied, it will be returned to
18 Defendant promptly.

19 Payments from the Settlement Amount shall be made to Settlement Class Members after
20 Defendants fully fund the Settlement Amount and only if the Effective Date is triggered. In the
21 event that the Effective Date is not triggered, any payments made by Defendants to this account and
22 any accrued interest thereon shall be returned to Defendants by the Administrator within five (5)
23 business days. The amounts paid shall become non-refundable upon final approval of the settlement
24 by the court.

25 The Effective Date shall be: (a) the date the Court enters the Final Judgment and order finally
26 approving the Settlement, if no objections, motions for reconsideration and no appeals or other
27 efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an
28 appeal or other effort to obtain review of the Final Judgment and order finally approving the

1 Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally
2 concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for
3 review or otherwise and the Settlement has not been materially modified. A "material modification"
4 shall not include any change to the Class Counsel Award, Class Representative Service Award, or
5 amount awarded for Settlement Administration Costs.

6 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants
7 funds the entire Gross Settlement Amount and the Effective Date is triggered, the
8 Administrator will mail checks for all Individual Class Payments, all Individual PAGA
9 Payments, the LWDA PAGA Payment, the Administration Expenses Payment (if
10 applicable), the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
11 Payment, and the Class Representative Service Payment.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Participating Class Members via
14 First Class U.S. Mail, postage prepaid. The face of each check shall prominently
15 state the date (not less than 180 days after the date of mailing) when the check will
16 be voided. The Administrator will cancel all checks not cashed by the void date. The
17 Administrator will send reminder letters to Class Members whose checks remain
18 uncashed for more than ninety (90) days. The Administrator will send checks for
19 Individual PAGA Payments to all Aggrieved Employees including Non-
20 Participating Class Members who qualify as Aggrieved Employees (including those
21 for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment
23 and the Individual PAGA Payment. Before mailing any checks, the Administrator
24 must update the recipients' mailing addresses using the NCOA database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without a United States Postal
27 Service ("USPS") forwarding address. Within 7 days of receiving a returned check
28 the Administrator must re-mail checks to the USPS forwarding address provided or

1 to an address ascertained through the Class Member Address Search. The
2 Administrator need not take further steps to deliver checks to Class Members whose
3 re-mailed checks are returned as undelivered. The Administrator shall promptly
4 send a replacement check to any Class Member whose original check was lost or
5 misplaced when requested by the Class Member prior to the void date.

6 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
7 Payment check is uncashed and cancelled after the void date, the Administrator shall
8 transmit the funds represented by such checks to the California Controller's
9 Unclaimed Property Fund in the name of the Class Member thereby leaving no
10 "unpaid residue" subject to the requirements of California Code of Civil Procedure
11 § 384(b).

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
13 not obligate Defendants to confer any additional benefits or make any additional
14 payments to Class Members (such as bonuses) beyond those specified in this
15 Agreement.

16 **5. RELEASES OF CLAIMS**

17 Effective on the date when the court finally approves the settlement and Defendants fully fund the entire
18 Gross Settlement Amount (including payroll taxes and pension contributions that may be required),
19 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

20 5.1. Plaintiffs' Release.

21 5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present
22 spouses, shall fully release Defendants, and Defendants' present and former
23 companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners,
24 partners, owners, directors, trustees, current or former employees, vendors,
25 contractors, consultants, board of directors, and agents, as well as any of its
26 representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys,
27 insurers, and/or any of the predecessors, successors and assigns of Defendants,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences, including, but not limited to: (a) all claims that were, or reasonably
3 could have been, alleged, based on the facts contained, in the Actions and (b) all
4 PAGA claims that were, or reasonably could have been, alleged based on facts
5 contained in the Actions, Plaintiff's PAGA Notice, or ascertained during the Actions
6 and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not
7 extend to any claims or actions to enforce this Agreement, or to any claims for
8 vested benefits, unemployment insurance, disability, social security, workers'
9 compensation, or claims based on facts occurring outside the Class Period.
10 Plaintiffs acknowledge that they may discover facts or law different from, or in
11 addition to, the facts or law that Plaintiffs now know or believe to be true but
12 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all
13 respects, notwithstanding such different or additional facts or Plaintiffs discovery
14 of them.

15 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
16 Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions,
17 rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

18 **A general release does not extend to claims that the creditor or**
19 **releasing party does not know or suspect to exist in his or her favor**
20 **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.

21 5.2. Release by Participating Class Members: All Participating on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from (i) all claims that were alleged, or
24 reasonably could have been alleged, based on the facts alleged in the Actions including, e.g.,
25 (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged
26 failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or
27 compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or
28 compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary

business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Actions. This release does not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions and the PAGA Notice including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage, reporting time, or for time worked; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a Motion for Preliminary Approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. Because funds from uncashed checks will be transmitted to the California Controller’s Office, Unclaimed Property Fund, Defendants and Defense counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a “*cy pres* recipient”.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date (if necessary) for the Motion
2 for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
3 Preliminary Approval or the Motion for Final Approval. Class Counsel is responsible for
4 delivering the Court's order or Preliminary Approval to the Administrator.

5 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
8 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
9 grant Preliminary Approval or conditions Preliminary Approval on any material change to
10 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
11 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
12 Agreement and otherwise satisfy the Court's concerns.

13 7. SETTLEMENT ADMINISTRATION

14 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
15 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
16 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
17 exchange for payment of Administration Expenses. The Parties and their Counsel represent
18 that they have no interest or relationship, financial or otherwise, with the Administrator other
19 than a professional relationship arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
21 Identification Number for purposes of calculating payroll tax withholdings and providing
22 reports state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
25 468B-1.

26 7.4. Notice to Class Members.

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
28 shall notify Class Counsel that the list has been received and state the number of

1 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class
2 Data.

3 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
4 after receiving the Class Data, the Administrator will send to all Class Members
5 identified in the Class Data, via first-class USPS mail, the Class Notice substantially
6 in the form attached to this Agreement as Exhibit A. The Class Notice shall
7 prominently estimate the dollar amounts of each Individual Class Payment and/or
8 Individual PAGA Payment payable to the Class Member and/or Aggrieved
9 Employee, and the number of Workweeks and PAGA Pay Periods (if applicable)
10 used to calculate these amounts. Before mailing Class Notices, the Administrator
11 shall update Class Member addresses using the NCOA database.

12 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
13 returned by the USPS as undelivered, the Administrator shall re-mail the Class
14 Notice using any forwarding address provided by the USPS. If the USPS does not
15 provide a forwarding address, the Administrator shall conduct a Class Member
16 Address Search, and re-mail the Class Notice to the most current address obtained.
17 The Administrator has no obligation to make further attempts to locate or send Class
18 Notice to Class Members whose Class Notice is returned by the USPS a second time.

19 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
20 and/or pay periods, and Requests for Exclusion will be extended an additional 14
21 days beyond the 45 days otherwise provided in the Class Notice for all Class
22 Members whose notices are re-mailed. The Administrator will inform the Class
23 Member of the extended deadline with the re-mailed Class Notice.

24 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data
26 and should have received Class Notice, the Parties will expeditiously meet and
27 confer in person or by telephone, and in good faith in an effort to agree on whether
28 to include them as Class Members. If the Parties agree, such persons will be Class

Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final as to the Parties, but a Class Member whose Request for Exclusion is rejected by the Administrator may present a challenge to that determination to the Court.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

1 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
2 Agreement, regardless whether the Participating Class Member actually receives the
3 Class Notice or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment
6 or have the right to object to the class action components of the Settlement. Because
7 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
8 Non-Participating Class Members who are Aggrieved Employees are deemed to
9 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
10 an Individual PAGA Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the
12 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
13 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
14 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
15 challenge the allocation by communicating with the Administrator via fax, email or mail.
16 The Administrator must encourage the challenging Class Member to submit supporting
17 documentation. In the absence of any contrary documentation, the Administrator is entitled
18 to presume that the Workweeks contained in the Class Notice are correct so long as they are
19 consistent with the Class Data. The Administrator's determination of each Class Member's
20 allocation of Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although
21 Defendants shall retain the right to correct erroneous Class Data if subsequently discovered),
22 but a Class Member whose Workweek and/or Pay Period challenge is rejected by the
23 Administrator may present the same evidence supporting the Workweek and/or Pay Period
24 challenge to the Court for review. The Administrator shall promptly provide copies of all
25 challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and
26 Class Counsel and the Administrator's determination concerning the challenges.

27 7.7. Objections to Settlement.

28 7.7.1. Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the
2 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and/or Class Representative Service
4 Payment.

5 7.7.2. Participating Class Members may send written objections to the Administrator, by
6 fax, email, or mail. In the alternative, Participating Class Members may appear in
7 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
8 Approval Hearing. A Participating Class Member who elects to send a written
9 objection to the Administrator must do so not later than 45 days after the
10 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
11 Members whose Class Notice was re-mailed).

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
17 and maintain and use an internet website to post information of interest to Class
18 Members including the date, time and location for the Final Approval Hearing and
19 copies of the Settlement Agreement, Motion for Preliminary Approval, the
20 Preliminary Approval Order, the Class Notice, the motion for final approval, the
21 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
22 Payment and Class Representative Service Payment, the Final approval Order and
23 the Judgment. The Administrator will also maintain and monitor an email address
24 and a toll-free telephone number to receive Class Member calls, faxes and emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
27 Not later than 5 days after the expiration of the deadline for submitting Requests for
28 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel

1 containing (a) the names and other identifying information of Class Members who
2 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the
3 names and other identifying information of Class Members who have submitted
4 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
5 Settlement submitted (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
7 to Class Counsel and Defense Counsel that, among other things, tally the number of:
8 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, and challenges to
10 Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report").
11 The Weekly Reports must include provide the Administrator's assessment of the
12 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
13 and objections received. In addition to the Weekly Reports, the Administrator shall
14 report to the Parties when it has completed the initial distribution of the Individual
15 Class Payments and Individual PAGA Payments to all individuals with valid
16 addresses.

17 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
18 address and make decisions consistent with the terms of this Agreement on all Class
19 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods.
20 The Administrator's determination of each Class Member's allocation of
21 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although
22 Defendants shall retain the right to correct erroneous Class Data if subsequently
23 discovered), but a Class Member whose Workweek and/or Pay Period challenge is
24 rejected by the Administrator may present the same evidence supporting the
25 Workweek and/or Pay Period challenge to the Court for review.

26 7.8.5. Administrator's Declaration. Not later than 21 days before the date by which
27 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
28 Administrator will provide to Class Counsel and Defense Counsel, a signed

1 declaration suitable for filing in Court attesting to its due diligence and compliance
2 with all of its obligations under this Agreement, including, but not limited to, its
3 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
4 Class Notices, attempts to locate Class Members, the total number of Requests for
5 Exclusion from Settlement it received (both valid or invalid), the number of written
6 objections and attach the Exclusion List. The Administrator will supplement its
7 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
8 responsible for filing the Administrator's declaration(s) in Court.

9 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements
12 by employee identification number only of all payments made under this Agreement.
13 At least 21 days before any deadline set by the Court, the Administrator will prepare,
14 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for
15 filing in Court attesting to its disbursement of all payments required under this
16 Agreement. Class Counsel is responsible for filing the Administrator's declaration
17 in Court.

18 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

19 Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1)
20 there are approximately 69 Class Members who worked an estimated total of 7000 Workweeks during the
21 Class period and (2) there are approximately 33 Aggrieved Employees who worked an estimated total of
22 2,332 PAGA Pay Periods during the PAGA Period.

23 8.1 Increase in Workweeks. If the number of workweeks is ten percent (10%) higher (increase
24 of more than 700 workweeks or in excess of 7700 workweeks) then Defendants, in their sole discretion,
25 will increase the Settlement Payments on a pro-rata increase in the Gross Settlement Amount equal to
26 the percentage increase in workweeks above 7700 or choose to cut off the Class Period the day before
27 class work weeks hit 7700 To avoid any uncertainty as to the Class Period, Defendant and/or the
28 Administrator must verify the workweek total and confirm the Class Period end date prior to preliminary

1 approval.

2 **9. DEFENDANTS' RIGHT TO WITHDRAW**

3 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the
4 total of all Class Members, Defendants may, but are not obligated to, withdraw from the Settlement. The
5 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
6 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
7 provided, however, Defendants will remain responsible for paying all Settlement administration expenses
8 incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not
9 later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
10 elections will have no effect.

11 The Parties agree to reasonably cooperate to obtain 100% releases from the Class Members who
12 filed Requests for Exclusion, and in the event they are able to do so, the settlement shall remain intact
13 at the same terms herein, so long as the relevant Class Members withdraw their Requests for Exclusion
14 and execute releases, including 1542 waivers. If the Parties are unable to obtain 100% of the Class
15 Members' executed releases, then Defendant may void the Wage and Hour Class Settlement and the
16 litigation may resume.

17 **10. MOTION FOR FINAL APPROVAL**

18 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Class Counsel
19 will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
20 PAGA settlement under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment
21 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
22 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
23 expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for
24 Final Approval.

25 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
26 Participating Class Member, including the right to file responsive documents in Court no
27 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
28 accepted by the Court.

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
2 on any material change to the Settlement (including, but not limited to, the scope of release
3 to be granted by Class Members), the Parties will expeditiously work together in good faith
4 to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
8 modification to the Agreement within the meaning of this paragraph.

9 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
15 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
16 their respective counsel, and all Participating Class Members who did not object to the
17 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
18 including all rights to post-judgment and appellate proceedings, the right to file motions to
19 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
20 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
21 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
22 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
23 final.

24 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
26 material modification of this Agreement (including, but not limited to, the scope of release
27 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
28 nevertheless expeditiously work together in good faith to address the appellate court's

1 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
2 additional Administration Expenses reasonably incurred after remittitur. An appellate
3 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
4 Payment or any payments to Class Counsel shall not constitute a material modification of
5 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
6 remains unchanged.

7 **11. AMENDED JUDGMENT**

8 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in
9 good faith to jointly submit and a proposed amended judgment.

10 **12. ADDITIONAL PROVISIONS**

11 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
12 Purposes. This Agreement represents a compromise and settlement of highly disputed
13 claims. Nothing in this Agreement is intended or should be construed as an admission by
14 Defendants that any of the allegations in the Actions have merit or that Defendants have any
15 liability for any claims asserted; nor should it be intended or construed as an admission by
16 Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class
17 certification and representative treatment is for purposes of this Settlement only. If, for any
18 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
19 Defendants reserve the right to contest certification of any class for any reasons, and
20 Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves
21 the right to move for class certification on any grounds available and to contest Defendants'
22 defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will
23 have no bearing on, and will not be admissible in connection with, any litigation (except for
24 proceedings to enforce or effectuate the Settlement and this Agreement).

25 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
27 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
28 cause or permit another person to disclose, disseminate or publicize, any of the terms of the

1 Agreement directly or indirectly, specifically or generally, to any person, corporation,
2 association, government agency, or other entity except: (1) to the Parties' attorneys,
3 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;
4 (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate
5 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
6 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
7 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
8 seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
9 separately agree not to, directly or indirectly, initiate any conversation or other
10 communication, before the filing of the Motion for Preliminary Approval, with any third
11 party regarding this Agreement or the matters giving rise to this Agreement except to
12 respond only that "the matter was resolved," or words to that effect. This paragraph does not
13 restrict Class Counsel's communications with Class Members in accordance with Class
14 Counsel's ethical obligations owed to Class Members.

15 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or
17 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
18 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
19 ethical obligations owed to Class Members.

20 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties
22 relating to the Settlement, superseding any and all oral representations, warranties,
23 covenants, or inducements made to or by any Party.

24 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably required
28 to effectuate the terms of this Agreement including any amendments to this Agreement.

- 1 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
2 efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the
5 form or content of any document necessary to implement the Settlement, or on any
6 modification of the Agreement that may become necessary to implement the Settlement, the
7 Parties will seek the assistance of a mediator and/or the Court for resolution.
- 8 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause
11 of action, or right released and discharged by the Party in this Settlement.
- 12 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
14 relied upon as such within the meaning of United States Treasury Department Circular 230
15 (31 CFR Part 10, as amended) or otherwise.
- 16 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
17 changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.
- 19 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
20 benefit of, the successors of each of the Parties.
- 21 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the State of California, without
23 regard to conflict of law principles.
- 24 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
25 Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.
- 27 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during the Actions and in this Agreement relating to the confidentiality of information shall

1 survive the execution of this Agreement.

2 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
3 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
4 Defendants in connection with the mediation, other settlement negotiations, or in connection
5 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
6 and may not be used in any way that violates any existing contractual agreement, statute, or
7 rule of court. Not later than 90 days after the date when the Court discharges the
8 Administrator's obligation to provide a declaration confirming the final pay out of all
9 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
10 received from Defendants unless, prior to the Court's discharge of the Administrator's
11 obligation, Defendants makes a written request to Class Counsel for the return, rather than
12 the destructions, of Class Data.

13 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
14 for convenience of reference only and does not constitute a part of this Agreement.

15 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
16 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 12.17. Notice. All notices, demands or other communications between the Parties in connection
20 with this Agreement will be in writing and deemed to have been duly given as of the third
21 business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 To Plaintiff:

24 **DEASON LAW, P.C.**

25 DAX DEASON (SBN 337501)

26 ddeason@deason-law.com

27 DEASON LAW, PC

3130 Duncan Ln. Ste. 101,

San Luis Obispo, California 93401

28 Telephone: (713)975-7301

Facsimile: (832)201-0663

To Defendants:

GRSM

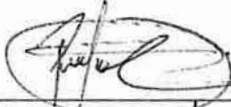
Matthew Theriault
Email: Mtheriault@grsm.com
Daniela Theriault
Email: Dtheriault@grsm.com
Debra Meppen
Email: DMeppen@grsm.com
Gordon Rees Scully Mansuskani
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

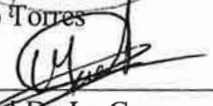
12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated:

By: 
Pablo Torres

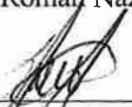
Dated:

By: 
Misael De La Cruz

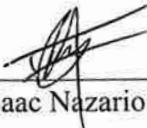
Dated:

By: 
Roman Nazario Nolasco

Dated:

By: 
Luis Nazario

1 Dated:

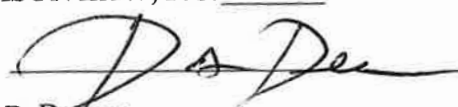
By: 

Isaac Nazario

2 **Plaintiffs' Counsel:**

3 Dated:

DEASON LAW, P.C.

4 By: 

5 Dax B. Deason
6 Attorneys for Plaintiffs

6 **Defendants:**

7 Dated:

Defendant James A. Quaglino

8 By: _____

9 James A. Quaglino

10 Dated:

Defendant Ryan Sutcliffe

11 By: _____

12 Ryan Sutcliffe

13 Dated:

Defendant Josh Paulson

14 By: _____

15 Josh Paulson

16 Dated:

On Behalf of Defendant: _____

17 By: _____

18 James A. Quaglino Roofing (dba Quaglino
19 Roofing)

20 **Defendants' Counsel:**

21 Dated:

GRSM

22 By: _____

23 Daniela Theriault
24 Matthew Theriault
25 Debra Meppen
26 Dina Glucksman
27 Attorneys for Defendants

28 **EXHIBIT A:**

1 Dated:

By: _____
Isaac Nazario

2 **Plaintiffs' Counsel:**

3 Dated:

DEASON LAW, P.C. _____

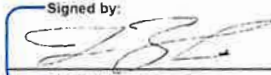
4 By: _____

5 Dax B. Deason
6 Attorneys for Plaintiffs

6 **Defendants:**

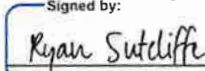
7 Dated: September 11, 2025

Defendant James A. Quaglino

8 By: 
9 Signed by: D0CECAF68576430
James A. Quaglino

10 Dated: September 11, 2025

Defendant Ryan Sutcliffe

11 By: 
12 Signed by: 8BD2395B850649C
Ryan Sutcliffe

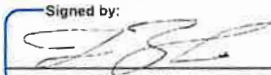
13 Dated: September 11, 2025

Defendant Josh Paulson

14 By: 
15 Signed by: 1BEC397BAFCD4F7
Josh Paulson

16 Dated: September 11, 2025

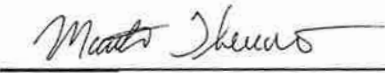
On Behalf of Defendant: _____

17 By: 
18 Signed by: D0CECAF68576430
James A. Quaglino Roofing (dba Quaglino
19 Roofing)

20 **Defendants' Counsel:**

21 Dated: September 12, 2025

GRSM

22 By: 
23 Daniela Theriault
24 Matthew Theriault
25 Debra Meppen
26 Dina Glucksman
27 Attorneys for Defendants

28 **EXHIBIT A:**

1 **NOTICE OF WAGE AND HOUR CLASS ACTION SETTLEMENT AND FINAL HEARING**

2 *Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.*
3 San Luis Obispo County Superior Court Case No. 24CV-0553

4 **YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A**
5 **WAGE AND HOUR SETTLEMENT**

6 *A California court authorized this notice. This is not a solicitation from a lawyer.*

- 7 • A proposed settlement (“Settlement”) has been reached in the class action lawsuit Pablo
8 *Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.* San
9 Luis Obispo County Superior Court Case No. 24CV-0553. The purpose of this Notice of
10 Pendency of Wage and Hour Class Action Settlement and Final Hearing (“Notice”) is to
11 briefly describe the case and inform you of your rights in connection with the proposed
12 Settlement.
13
14 • Plaintiff Torres previously sued Defendants James A. Quaglino, Inc., dba Quaglino
15 Roofing and Joe Soto on behalf of himself and similarly situated workers by alleging
16 failure to provide: meal and rest periods, reporting time pay, waiting time penalties,
17 prevailing wages, overtime wages, accurate wage statements, and for violations of
18 Business and Professions Code §17200, and the Private Attorneys General Act, Labor
19 Code §2699 et seq. (“PAGA”). Defendants deny liability on all Plaintiffs’ claims.
20
21 • The Court has determined that there is sufficient evidence to suggest that the proposed
22 settlement is fair, reasonable and adequate. The proposed Settlement will provide a Gross
23 Settlement Amount of \$225,000.00 to resolve the wage and hour and PAGA claims of
24 all current and former non-exempt hourly employees (i.e., roofers and similarly situated
25 workers) who were employed by Defendant Quaglino Roofing in California between
26 September 6, 2020, through April 30, 2025 (“Wage and Hour Settlement Class”)
27
28 • The lawyers for Plaintiffs are:

Dax B. Deason (SBN 337501)	Anthony P. Raimondo (SBN 200387)
3130 Duncan Road Suite 101	Deason Law, P.C.
San Luis Obispo, CA 93401	3130 Duncan Road Suite 101
Tel: (713)975-7301	San Luis Obispo, CA 93401
Fax: (832)201-0663	Tel: (713)975-7301
ddeason@deason-law.com	Fax: (832)201-0663

- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

As a Wage and Hour Settlement Class Member you are eligible to receive an individual settlement award under the settlement and will be bound by the release of claims described in this Notice and the settlement agreement filed with the Court, unless you timely request to be excluded from the settlement.

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up the right to pursue a separate legal action against Defendants, as explained in the Notice.
-------------------	---

Exclude Yourself from the Wage and Hour Settlement Class	Get no payment. By choosing this option, you may pursue your own claims against Defendants, except for a PAGA claim. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement other than a PAGA civil penalty payment.
Object	Participate in the settlement as a Class Member, but advise the Settlement Administrator or Court of any objections you have to the Settlement and the basis for your objection

WHY DID YOU RECEIVE THIS NOTICE?

This Notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under the proposed settlement. You are receiving this Notice because you may be a member of the class on whose behalf this action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On September 6, 2024, Plaintiff Pablo Torres Santiago filed a class action complaint against Defendants in the San Luis Obispo County Superior Court on behalf of himself and all other similarly situated employees, entitled *Pablo Torres Santiago, et., al. v. James A. Quaglino Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the "Action"). The Complaint asserted causes of action for: (1) Failure to Provide Meals; (2) Failure to Permit Rest Periods; (3) Failure to Provide Reporting Time Pay; (4) Failure to Comply with Prevailing Wage Laws; (5) Failure to Pay Correct Overtime Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties for Nonpayment of Wages; and (8) Unfair Business

1 Practices.

2 SUMMARY OF THE SETTLEMENT

3 A. Why is there a Settlement?

4 The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.
5 Plaintiffs believe that they would have prevailed on their claims at a trial. Defendants do not
6 believe Plaintiffs would have won anything from a trial and are confident in their factual and
7 legal defenses. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and
8 uncertainty of a trial. The parties and their attorneys think the settlement is fair, reasonable,
9 adequate and in the best interests of all Wage and Hour Class members.
10

11 B. Who is in the Wage and Hour Settlement Class?

12 For settlement purposes only, the Wage and Hour Settlement Class encompasses all
13 current and former non-exempt hourly employees (i.e., roofers, and similarly situated workers)
14 employed by Defendant Quaglino Roofing in California between September 6, 2021, and April
15 30, 2025, who believe they were not properly paid their wages and compensation in accordance
16 with the claims asserted in the lawsuit.
17

18 C. What does the Settlement provide?

19 Subject to final Court approval, Defendants will pay \$225,000 (the "Gross Settlement
20 Amount") to settle the wage and hour and PAGA lawsuit. The following sums will be paid from
21 the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of up to 40% or \$90,000.00;
22 (2) Class Counsel's litigation expenses of \$5,157.27; (3) Incentive Awards to Plaintiffs ranging
23 between \$500.00 and \$2,500; and (4) Settlement Administration Costs up to \$4,990.00. After
24 deduction from the Gross Settlement Amount of court-approved expenses and fees, there will
25 be a "Net Settlement Amount." Your share of the Net Settlement Amount will be determined
26 by the formula detailed in section E below.
27
28

1 **D. What are you giving up to receive a payment and stay in the Wage and Hour**
2 **Settlement Class?**

3 If the proposed Settlement is approved by the Court, a Judgment will be entered such
4 that each Wage and Hour Settlement Class Member who has not submitted a timely and valid
5 Request for Exclusion fully releases and discharges Defendants from the Released Claims.
6 Effective on the date when the Court finally approves the entire settlement and Defendant
7 Quaglino Roofing fully funds the entire Gross Settlement Amount, Plaintiffs and all
8 participating Wage and Hour Class Members, on behalf of themselves and any former and
9 present spouses, shall fully release Defendants, and Defendants' present and former companies,
10 parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners,
11 directors, trustees, current or former employees, vendors, contractors, consultants, board of
12 directors, and agents, as well as any of its representatives, James A. Quaglino, Joshua Paulson,
13 Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors, successors and assigns of
14 Defendants, representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally, release and discharge Released Parties from all claims, transactions, or occurrences,
16 including, but not limited to: all wage and hour claims, including claims under PAGA, that
17 were, or reasonably could have been, alleged, based on the facts contained in the Complaint.
18

19
20 **E. How is my share of the Settlement Payment calculated?**

21 Each participating claimant (those who do not opt out of the Settlement) shall receive an
22 Individual Settlement Payment, which is a share of the Net Settlement Amount. Based on
23 Defendants' records, the Settlement Administrator will determine the number of workweeks
24 worked by each participating claimant as an hourly employee in California between September
25 6, 2020, and April 30, 2025, during which worked, as well as the total number of workweeks
26 worked by all participating PAGA claimants in California between September 16, 2023, through
27
28

1 April 30, 2025. The Net Settlement Amount shall be divided between all participating claimants
2 based on the number of workweeks they worked for Defendants during the Class Period.

3 The maximum amount that each participating claimant is entitled to receive is
4 determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing
5 a participating claimant's total workweeks by the total number of workweeks of all participating
6 claimants as expressed in the following formula:
7

8 Individual 9 Settlement 10 Payment	=	Individual Workweeks ÷ Total Class Workweeks	X	Net Settlement Amount
--	---	--	---	-----------------------

11 None of the parties or attorneys makes any representations regarding the tax
12 consequences of the Settlement or your participation in it. Participating claimants should consult
13 with a tax advisor of their choosing regarding the tax consequences of the Settlement.
14

15 According to the records of Defendants, you worked as a non-exempt employee (i.e.,
16 roofers, and similarly situated workers) employed by Defendants James A. Quaglino, Inc., dba
17 Quaglino Roofing, in the State of California between September 6, 2020, and ending April 30,
18 2025, for [] weeks; and between September 16, 2023, through April 30, 2025. for
19 [] weeks]. Based on those numbers, your Individual Settlement Payment is estimated
20 to be []. This amount is subject to change based on the final ruling of the Court and the
21 number of Wage and Hour Class Members who request to be excluded from the settlement.
22

23 Please be advised that the number of work weeks listed above is presumed correct unless
24 you submit documentation proving otherwise. If you disagree with the number of weeks listed
25 above, please submit an explanation and evidence of your proposed work weeks to the
26 Settlement Administrator no later than (45) days after this Notice was mailed. In the event of a
27 dispute about the correct number of work weeks you worked, the Settlement Administrator will
28

1 resolve the challenge with input from the Defendants and will make a final and binding
2 determination without hearing or right of appeal from you.

3 THE SETTLEMENT HEARING

4 The Court will conduct a final fairness hearing regarding the proposed settlement (the
5 “Final Settlement Hearing”) in Department 2 of the San Luis Obispo County Superior Court,
6 located at 1050 Monterey Street, San Luis Obispo, CA 93408. Wage and Hour Class Members
7 will be notified of the date and time of the Final Settlement Hearing by the Settlement
8 Administrator.
9

10 At the Final Settlement Hearing, the Court will determine (i) whether the settlement
11 should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests
12 of the Wage and Hour Class Members; (ii) whether the Wage and Hour Class Members should
13 be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to be
14 awarded to Plaintiffs’ attorneys; (iv) the amount that should be awarded in costs to the
15 Settlement Administrator; and (v) the amount that should be awarded to Plaintiffs as a service
16 payment.
17

18 At the Final Settlement Hearing, the Court will hear all objections, and arguments for
19 and against the proposed settlement. You have a right to attend this hearing, but you are not
20 required to do so. You also have the right to hire an attorney to represent you, or to appear and
21 represent yourself.
22

23 WHAT ARE YOUR OPTIONS?

24 A. Option 1 – Do Nothing and Participate in the Settlement

25 ***IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL***
26 ***AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS***
27 ***APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY***
28

1 **ANYTHING TO THE LAWYERS IN THIS CASE.** If you move, you must update your address
2 with the Settlement Administrator. If you disagree with the number of work weeks indicated in
3 section E above, you must submit an explanation and/or documentation to the Settlement
4 Administrator to justify your position, postmarked no later than 45 days after mailing of this
5 Notice. The Settlement Administrator's address is 18 Technology Drive, Suite 154, Irvine, CA
6 92618. Phone: 1 800 355 0700. Email. info@apexclassaction.com
7

8 **B. Option 2 – Object to the Settlement**

9 If you wish to remain a Wage and Hour Settlement Class Member, but you object to the
10 proposed settlement, or any of its terms, and wish the Court to consider your objection at the
11 Final Settlement Hearing, you may object to the proposed settlement in writing. You may also
12 appear at the Final Approval Hearing, either in person or through an attorney at your own
13 expense. All written objections, supporting papers, and/or notices of intent to appear at the Final
14 Approval Hearing must clearly identify the case name and number, include your full name,
15 grounds for objection, be signed by you, and be mailed to the Settlement Administrator at 18
16 Technology Drive, Suite 154, Irvine, CA 92618. Objections must be postmarked no later than
17 forty-five (45) days after this Notice was mailed. If you submit an objection, you will still be
18 bound by the terms of the Settlement, including the release of Released Claims above, unless
19 the Settlement is not finally approved by the Court.
20

21 **Option 3 – Exclude Yourself from the Settlement**

22 You have a right to exclude yourself ("opt out") from the Settlement Class, but if you
23 choose to do so, you will not receive any benefits from the proposed settlement. By doing so,
24 you will reserve the right, if you choose, to file your own lawsuit against Defendants. You can
25 opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion
26 Form to the Settlement Administrator at the above-stated address, such that it is postmarked no
27
28

1 later than forty-five (45) days after this Notice was mailed. To be valid, your Request for
2 Exclusion must state your full name, address, telephone number, the last four digits of your
3 Social Security Number, contain a clear statement that you are opting out and requesting to be
4 excluded from the settlement in this case and must be signed by you. Before opting out, it is
5 recommended that you consult with an attorney to determine if you have a valid individual claim
6 against the Defendants, especially because wage and hour and PAGA claims in California have
7 a statute of limitations that require a claimant to file a complaint within a certain timeframe.

8
9 If you do not submit a timely and valid Request for Exclusion, you will be deemed a
10 participating claimant and will be bound by the release of Release Claims above and all other
11 Settlement terms. Regardless of whether you submit a Request for Exclusion, you will receive
12 your share of the employee portion of the PAGA penalties, if you worked as a non-exempt
13 employee in California between September 16, 2023, and April 30, 2025, and will be deemed
14 to have released any claims arising out of PAGA.

15 **ARE THERE MORE DETAILS ABOUT THIS SETTLEMENT?**

16
17 The above is a summary of the basic terms of the settlement. For the precise terms and
18 conditions, of the settlement, you should review the detailed **“WAGE AND HOUR CLASS
19 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE,”** which is
20 on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be
21 examined in person at the Court Clerk’s office, located at 1050 Monterey Street, San Luis
22 Obispo, CA 93408.

23
24 **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS,** you may
25 contact the Settlement Administrator at 18 Technology Drive, Suite 154, Irvine, CA 92618,
26 1(800) 355-0700. Please refer to the Quaglino Roofing Class Action Settlement. You may also
27 contact Class Counsel, Dax B. Deason, Esq., by calling (713) 975-7301.
28

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

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EXHIBIT B:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Pablo Torres v. James A. Quaglino, INC (dba Quaglino Roofing) and Joe Soto
Case No. 24CV-0553

On September 6, 2024, Plaintiffs Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario ("Plaintiffs") and Defendants James A. Quaglino, Inc. (dba Quaglino Roofing) and Joe Soto (collectively "Defendants") (collectively, "the Parties") participated in a mediation with Abe Melmed, Esq. The Parties and their respective counsel have now agreed to the binding settlement of various class action claims, several tort claims and a PAGA lawsuit entitled *Pablo Torres v. James A. Quaglino, Inc. (dba Quaglino Roofing) and Joe Soto*.

This Memorandum of Understanding ("MOU") will be further memorialized in three formal written agreements, one Wage and Hour Settlement Agreement, one FEHA Discrimination Settlement Agreement, and one individual agreement to resolve individual tort claims filed by Plaintiff Pablo Torres, all of which are subject to court approval by the San Luis Obispo County Superior Court ("Court").

1. **Settlement Consideration:** Defendant James A. Quaglino, Inc. is obligated to pay \$1,975,000 ("Gross Settlement Amount" or "GSA"), inclusive of payments to Class Members who do not opt out of the Wage and Hour and FEHA Settlements, Plaintiffs' Enhancement Award, Class Counsel's Fees and Costs, Settlement Administrator's Costs, PAGA Settlement, and Plaintiff Pablo Torres' individual settlement agreement. The settlement is not based on claims made and the GSA is non-reversionary. As to that portion of Class Members' settlement payments that constitute wages, any employer taxes, including the employer FICA, FUTA, and SDI contributions, shall be paid separately from the GSA to the respective taxing authorities.

Defendant James A. Quaglino, Inc. shall make one payment of \$225,000.00 no later than 45 days after final court approval of the Wage and Hour Settlement; a second payment of \$975,000.00 no later than 45 days after final court approval of the FEHA Settlement and Pablo Torres' tort settlement; and a third payment of \$775,000.00 no later than September 1, 2026 after final court approval. Defendant will endeavor to complete the payments sooner, if at all possible, but shall not be penalized if it does not. All payments shall be made to the designated Settlement Administrator and held in a non-interest-bearing account.

2. **Wage and Hour Settlement Class:** The Wage and Hour Class is to be comprised of all non-exempt, hourly employees who were employed by Defendants in California between September 6, 2020, and April 30, 2025. The Parties estimate that there are between 69 to 85 Class Members. The parties reserve the right to meet and confer and exchange personnel information to the extent necessary to ensure the correct Class Members are identified before finalizing the settlement and payments in this case. The Wage and Hour Gross Settlement Amount shall be \$225,000.

3. **Escalator for Wage and Hour Settlement Class:** The Wage and Hour Class Settlement was calculated based on the estimate of 69 to 85 Class Members who worked a total of 7,382 to 9,000 workweeks during the Settlement Class Period. If the total number of workweeks

increases by more than 10% (i.e. an increase of more than 9,900 workweeks) then the Wage and Hour GSA will be increased proportionally by the number of workweeks worked in excess of 10% or, at Defendants' option, cutting off the Settlement Class Period end date so that no more than 9,900 workweeks are released.

4. **PAGA Subclass:** The PAGA Subclass¹ is comprised of members in the Wage and Hour Class who were employed between September 16, 2023, and April 30, 2025 ("PAGA Period") and who are due civil penalties based on the alleged wage and hour violations or other violations that reasonably could have been alleged based on the facts in the operative PAGA Complaint or LWDA notice letter. The Parties agree that a payment of Twenty-Five Thousand Dollars (\$25,000) of the Wage and Hour Gross Settlement shall be allocated to the resolution of PAGA Subclass claims. Pursuant to new PAGA formulas, 65% of the PAGA penalties payment shall be paid to the LWDA, and 35% of the PAGA penalties payment shall be paid on a pro-rata basis based on pay periods worked by PAGA Subclass members from September 16, 2023, through April 30, 2025. Plaintiffs will release all claims for PAGA penalties asserted in the operative PAGA Complaint and/or the LWDA notice letter.

5. **FEHA Discrimination Settlement Class:** The FEHA Discrimination Settlement Class is comprised of all non-exempt, hourly employees of Mexican national origin or Latino descent who were employed by James A Quaglino, Inc. in the position of roofer from September 6, 2021, through April 30, 2025, and who worked under the supervision of Defendant Joe Soto. The Parties estimate that there are approximately thirty-eight (38) FEHA Discrimination Settlement Members but reserve the right to meet and confer and exchange personnel information to the extent necessary to ensure the correct Class Members are identified before finalizing the settlement and payments in this case. The FEHA Gross Settlement Amount shall be \$1,750,000.

6. **Exclusion of Joe Soto.** Defendant Joe Soto shall not be included in the Wage and Hour Settlement Class, the PAGA Subclass and/or FEHA Discrimination Class. Defendant Soto shall in no way derive any benefit, payment or reward from the GSA settlement due to his misconduct.

7. **Settlement of Pablo Torres Torts Claims.** Due to physical injuries suffered, the operative Complaint contains civil assault/battery, Ralph Act hate crime claims, violation of Cal. Lab. Code § 1102.5(a), negligent retention of a supervisor and intentional infliction of emotional distress claims that were filed by Pablo Torres against all Defendants. The Parties agree that they will enter into an individual settlement agreement between the Defendants and Plaintiff Pablo Torres to remedy his tort claims and civil penalties under the Ralph Act. Damages for the tort settlement will be deducted from the FEHA Gross Settlement Amount of \$1,750,000.

8. **Settlement Effective Date:** The Effective Date shall be: (a) the date the Court enters the Final Judgment and Order finally approving the Parties' Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order approving the Settlements is filed by a party, thirty (30) days after such

¹ PAGA claims arise under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*, "PAGA").

reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlements have not been materially modified. A “material modification” shall not include any change to the Class Counsel Award, Class Representative Service Award, or amount awarded for Settlement Administration Costs.

9. **Settlement Disbursement Schedule.** Upon final court approval of the Parties’ Settlement, payments funded to the GSA in accordance with the installment schedule listed in clause No. 1 of this Agreement shall be disbursed to Wage and Hour Class, PAGA Subclass, FEHA Discrimination Class, Plaintiff Pablo Torres, and other relevant parties within 14 days. The Settlement Administrator cannot withhold any of the installment payments once approved by the court and funded by Defendant James A Quaglino. In the event that the Settlement Effective Date is not triggered, any payments made shall be returned to Defendant James A. Quaglino, Inc. by the Settlement Administrator within five (5) business days.

10. **Enhancement Awards:** Defendants will not oppose Plaintiffs’ application to the Court for Enhancement Awards, to be paid out of the Gross Settlement Amounts, in addition to Plaintiffs’ Individual Settlement Payments as Class Members, of \$10,000 for Pablo Torres, and \$2,500 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario. These Plaintiffs are being rewarded for their participation in the class action lawsuit, providing assistance and information to Plaintiffs Class Counsel to develop case strategies, arguments and theories, and for their participation in the mediation.

11. **Release of Defendants:** In exchange for Plaintiffs’ Enhancement Awards, Plaintiffs (on behalf of themselves only and no other individual) will execute a full general release as to Defendants and Released Parties, including a release of all known and unknown claims. Plaintiffs shall waive any rights afforded by Civil Code section 1542, 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.

Plaintiffs shall fully release Defendants, and Defendants’ present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, Ryan Sutcliffe, James Quaglino, Josh Paulson, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendants, for all claims that have been alleged or could have been alleged by Plaintiffs, upon the Court’s final approval of the Parties’ Settlement. Plaintiffs will also release all of their individual employment claims, including a 1542 waiver.

12. **Class Counsel’s Fees and Costs:** Defendants will not oppose an application to the Court for attorneys’ fees payable to Deason Law, PC (“Class Counsel”) in the amount of 40% of the Gross Settlement Amounts, or \$790,000.00 (“Class Counsel’s Fees”), plus reimbursement for reasonable costs and expenses incurred (“Class Counsel’s Costs”). Class Counsel costs and expenses are estimated to be approximately \$15,0000.

13. **Settlement Administration Fees/Costs:** The Parties agree to pay from the GSA a Settlement Administrator mutually agreeable to party counsel for its reasonable fees and expenses related to administering the Parties' Settlement.

14. **Wage and Hour/PAGA Distribution Formula:** All Class Members who do not opt out will receive a pro rata share of the Wage and Hour Settlement based on their number of workweeks within the Class Period. Wage and Hour Class Members will have the opportunity to opt out of the settlement within forty-five (45) days of receiving the court-approved notice. PAGA Subclass Members shall not be able to exclude themselves from the PAGA portion of the settlement even if they opt-out of the wage and hour portion of the settlement. After deducting Plaintiffs' Enhancement Awards, Class Counsel's Fees and Costs, PAGA Penalties, the Settlement Administrator's Fees and Costs, the balance of the GSA (the "Net Settlement Amount" or "NSA") will be distributed to Class Members based on number of workweeks each Class Member worked during the Settlement Class Period.

- a. The entire NSA will be disbursed to all Class Members who do not submit timely and valid requests for exclusion.
- b. If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount
- c. All individual Wage and Hour Settlement Payments (excluding the PAGA payments) will be allocated as follows: twenty (20%) to settlement of wage claims and eighty (80%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on IRS Form 1099 by the Settlement Administrator.
- d. The claims released by Wage and Hour/PAGA Class Members, other than those who submit requests for exclusion (the "Released Class Claims"), are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative Class Action Complaint. The Released Class Claims are those that accrued during the Settlement Class Period.

15. **FEHA Class Member Distribution Formula:** All Class Members who do not opt out will receive a check for their shares of the settlement funds. Class Members will have the opportunity to opt-out of the settlement within forty-five (45) days of receiving the Court-approved notice. After deducting Plaintiffs' Enhancement Award, Class Counsel's Fees and Costs, the PAGA penalties payment, and the Settlement Administrator's Fees and Costs, and Pablo Torres's tort damages, the balance of the GSA (the "Net Settlement Amount" or "NSA") will be distributed to Class Members based on the number of workweeks each Class Member worked during the Settlement Class Period.

- a. The entire NSA will be disbursed to all Class Members who do not submit timely and valid requests for exclusion
- b. If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.
- c. All individual FEHA Discrimination Settlement Payments will be classified as compensatory damages (such as emotional distress) and classified as appropriate under current tax laws by the Settlement Administrator.
- d. The claims released by FEHA Discrimination Class Members, other than those who submit requests for exclusion (the "Released Class Claims"), are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative Class Action Complaint. The Released Class Claims are those that accrued during the Settlement Class Period.

16. **Settlement Checks:** The settlement is non-reversionary. Individual Settlement Payment checks will remain valid for a period of 180 calendar days after they are issued and shall be cancelled thereafter. The Settlement Administrator will send a reminder letter to Class Members whose checks remain uncashed for more than ninety (90) days after distribution. Uncashed checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17. **Preparation of Settlement Agreement and Approval:** The Parties will cooperate to prepare a long form settlement agreement containing the terms of this MOU and other terms to which they mutually agree. Defense counsel will prepare the first draft of the settlement agreements following the execution of this MOU; Plaintiffs' counsel will prepare the motions for preliminary and final approval of the settlement.

18. **Binding Agreement:** The Parties intend that this MOU shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Luis Obispo Superior Court may enforce this MOU pursuant to Code of Civil Procedure § 664.6.

19. **Voiding Class Settlements:** Defendant may void the FEHA Settlement if 33% of the Class Members opt-out of the Settlement. In such an event, the parties agree to reasonably cooperate to obtain 100% releases from the potential Class Members, and in the event they are able to do so, the settlement shall remain intact at the same terms herein, so long as 100% of the potential Class Members execute releases, including 1542 waivers. If the parties are unable to obtain 100% of the potential Class Members' executed releases, then Defendants may void the

potential Class Members execute releases, including 1542 waivers. If the parties are unable to obtain 100% of the potential Class Members' executed releases, then Defendants may void the FEHA Class Settlement and litigation of the FEHA claims may resume. Defendants may void the Wage and Hour Settlement if 15% or more Wage and Hour Settlement Class Members exclude themselves, and in this event, litigation of the wage and hour claims will continue. In the event the Wage and Hour or FEHA Settlements are voided by Defendants, the individual tort settlement entered into by Defendants with Plaintiff Pablo Santiago Torres will remain valid and intact.

20. **Defendant James A Quaglino's Commitment to Compliance.** Through this settlement, Defendant James A Quaglino expresses its commitment to full compliance with all federal and state labor and employment laws, wage and hour laws, prevailing wage laws, and anti-discrimination laws. Defendant James A Quaglino will take all steps to ensure the company is in compliance with all mandatory training programs, wage laws, pay statement rules, and other areas of compliance that were alleged to be deficient in the operative complaint.

21. **Stayed Litigation & Discovery:** Upon execution of this agreement by all Parties, all discovery, litigation (including enforcement of motions) shall be stayed, and all litigation and discovery deadlines shall be tolled pending approval. Additionally, Defendants agree to continue tolling any statute of limitations relating to Plaintiffs' PAGA claims. In the event preliminary or final approval is denied, the Parties agree that all discovery, litigation (including enforcement of motions) shall be stayed during the time period from the date this MOU is fully executed until two weeks after the Court's denial of either preliminary approval or final approval of the Settlement.

22. **Continuing Jurisdiction** – This agreement is binding and enforceable subject to Court approval. The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement agreement pursuant to CCP § 664.6. Should either party be required to enforce the terms of this Memorandum of Understanding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

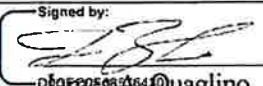
23. **Execution in Counterparts** - This Agreement may be executed in one or more counterparts which for purposes of this Agreement shall be accepted as an original.

IT IS SO AGREED.

Defendants:

Dated: 05-27-25

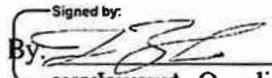
James A. Quaglino (dba Quaglino Roofing)

Signed by:
By: 
James A. Quaglino

Its: President and authorized representative

Dated: 05-27-25

On behalf of Defendants James A. Quaglino

Signed by:
By: 
James A. Quaglino

Dated: _____

On behalf of Defendants Joshua Paulson

By: _____
Joshua Paulson

Dated: _____

On behalf of Defendants Ryan Sutcliffe

By: _____
Ryan Sutcliffe

Dated: May_____, 2025

PLAINTIFFS

Pablo Torres

Dated: May 29, 2025

PLAINTIFFS


Misael De La Cruz

Dated: May 29, 2025

PLAINTIFFS


Roman Nazario Nolasco

Dated: _____

On behalf of Defendants James A. Quaglino

By: _____
James A. Quaglino

Dated: May 27, 2025 | 4:44 PM PDT

On behalf of Defendants Joshua Paulson

Signed by:
By: Joshua Paulson
Joshua Paulson

Dated: May 27, 2025 | 4:36 PM PDT On behalf of Defendants Ryan Sutcliffe

Signed by:
By: R. St
Ryan Sutcliffe

Dated: May _____, 2025

PLAINTIFFS

Pablo Torres

Dated: May 29, 2025

PLAINTIFFS

Misael De La Cruz
Misael De La Cruz

Dated: May 29, 2025

PLAINTIFFS

Roman Nazario Nolasco
Roman Nazario Nolasco

Dated: May____, 2025

By: _____

On behalf of Defendants Jim Quaglino

Dated: May ____, 2025

By: _____

On behalf of Defendants Josh Paulson

Dated: May____, 2025

By: _____

On behalf of Defendants Ryan Sutcliffe

Dated: May 27, 2025

PLAINTIFFS

A blue ink signature of Pablo Torres, consisting of a stylized 'P' and 'T' with a horizontal line through the middle, all enclosed within a large, loopy oval.

Pablo Torres

Dated: May 29, 2025

PLAINTIFFS

A blue ink signature of Misael De La Cruz, featuring a stylized 'M' and 'D' with a horizontal line through the middle, all enclosed within a large, loopy oval.

Misael De La Cruz

Dated: May 29, 2025

PLAINTIFFS

A blue ink signature of Roman Nazario Nolasco, consisting of a stylized 'R' and 'N' with a horizontal line through the middle, all enclosed within a large, loopy oval.

Roman Nazario Nolasco

Dated: May 29, 2025

PLAINTIFFS

A blue ink signature of Isaac Nazario, consisting of a stylized 'I' and 'N' with a horizontal line through the middle, all enclosed within a large, loopy oval.

Isaac Nazario

Dated: May 29, 2025

PLAINTIFFS



Luis Nazario

AGREED AS TO FORM

Dated: May 29th, 2025

Deason Law, P.C.



Dax Deason

Dated: May ____, 2025.

Gordon Rees Scully Mansukhani

Daniela Theriault, Dina Glucksman, & Matthew
Theriault

Dated: May____, 2025

PLAINTIFFS

Isaac Nazario

Dated: May____, 2025

PLAINTIFFS

Luis Nazario

AGREED AS TO FORM

Dated: May____, 2025

Deason Law

Dax Deason

Dated: May____, 2025.

Gordon Rees Scully Mansukhani



Daniela Theriault, Dina Glucksman, & Matthew
Theriault

EXHIBIT C:

Confidential Tort Settlement Agreement and Release

CONFIDENTIAL TORT SETTLEMENT AGREEMENT AND RELEASE

This Confidential Tort Settlement Agreement and Release (the “Agreement”) is entered into by and between PABLO TORRES SANTIAGO (“Plaintiff”) and JAMES A. QUAGLINO, INC. (dba Quaglino Roofing), RYAN SUTCLIFFE, JOSHUA PAULSON, AND JAMES A. QUAGLINO (collectively “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties.” Certain disputes, claims, and alleged causes of action have existed by and between the Parties and arose out of and are related to Plaintiff’s employment relationship with Defendants.

RECITALS

A. THE ACTION

On September 6, 2024, Plaintiff filed a Complaint in the Superior Court of the State of California, County of San Luis Obispo, *Pablo Torres v. James A. Quaglino, Inc. d/b/a Quaglino Roofing Inc.*, Case No. 24CV-0553 (“Class Action.”). Plaintiff’s Complaint, included several class-based discrimination and wage and hour claims, but also several individual claims for (1) Retaliation for Engaging in Protected Activity; (2) Civil Assault and Battery, Violation of Ralph Act at Cal. Civ. Code § 51.7 and 52 and Cal. Lab. Code § 1102.S(a); (3) Negligent, hiring, supervision, and retention; and (4) Intentional Infliction of Emotional Distress (the “Action.”)

B. DENIAL OF LIABILITY

Defendants deny both Plaintiff’s allegations in the Action and any liability arising from his allegations. Nevertheless, the Parties desire to avoid further litigation and settle all differences now existing between them related to Plaintiff’s employment with Defendants, and the allegations in the Action.

C. SETTLEMENT

The Parties, through their counsel, have engaged in good faith settlement discussions and agreed that, in exchange for the payment of a certain sum, Plaintiff shall execute a full release of certain civil tort allegations in the Action. The terms and conditions of the settlement are set forth below in this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims between the Parties, it is agreed as follows:

1.0 SETTLEMENT PAYMENT AND CONSIDERATION

1.1 In consideration of the executed terms and conditions of the Agreement, Defendants agrees to pay Plaintiff the total sum of One Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) as payment in full for all civil tort claims asserted and/or that could be asserted by Plaintiff against Defendants (the “Settlement Payment”). The purpose of the payment is to

compensate Plaintiff for physical injuries and related emotional distress stemming from his physical injuries. The Settlement Payment shall be paid by or on behalf of Defendants to Plaintiff in accordance with the schedule of a companion FEHA Discrimination Class Action Settlement Agreement which provides for payment and disbursement within 45 days after final court approval. Defendants must receive a fully executed Agreement, including **Exhibit A**, and an executed W-9 form from Plaintiff's counsel for which a 1099 will be issued, so long as Plaintiff does not revoke pursuant to Section 19. Except for the payments described in this paragraph, and additional settlement payments relating to a Wage and Hour/PAGA and FEHA Discrimination Class Action Settlement Agreements that have also been executed by the parties, Plaintiff will receive no further monies from Defendants, or anyone acting on their behalf, related to and/or arising from his employment with Defendants. The Settlement Payment will be issued as follows:

One check or wire transfer made payable to "Deason Law, PC Client Trust Account" in the amount of One Hundred and Twenty-Five Thousand and Zero Cents (\$125,000.00) for which a Form 1099 shall be issued. From this fund, Deason Law P.C. and Pablo Torres Santiago have agreed to a 40% contingency of \$50,000 in legal fees.

1.2 Plaintiff acknowledges and agrees that Defendants have made no representations to him regarding the tax consequences of the monies paid to him pursuant to this Agreement. Plaintiff agrees that he is solely responsible to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. Plaintiff further agrees to indemnify and hold Defendants harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendants for any amounts claimed due on account of this Agreement to the extent the liability is Plaintiff's and he is provided with reasonable notice giving him an opportunity to cure, or pursuant to claims relating to this Agreement made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendants by reason of any such claims, including any amounts paid by Defendants as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

1.3 Within five (5) business days of payment of the Settlement Payment being made Plaintiff shall, through his attorney of record, dismiss with prejudice, Plaintiff's claims of (1) Civil Assault and Battery, Violation of Ralph Act at Cal. Civ. Code § 51.7 and 52 and Cal. Lab. Code § 1102.S(a); (2) Negligent hiring, supervision, and retention; and (3) Intentional Infliction of Emotional Distress in the Action against all parties by filing in the San Luis Obispo County Superior Court a Request for Dismissal of these specific causes of action, with prejudice. Plaintiff's counsel shall promptly provide a conformed copy of the Request for Dismissal to counsel for Defendants.

2.0 MUTUAL RELEASE OF ALL CLAIMS

2.1 In consideration of the payments set forth in Section 1.1 above, and to the fullest extent permitted by law, Plaintiff individually and on behalf of his successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and each of them, voluntarily, irrevocably and unconditionally releases, acquits and forever discharges Defendants and any of its present and former companies, parents, subsidiaries, management group members, managing directors, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, employees, former employees, and agents, including as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendants (collectively referred to as "Defendants and Releasees"), and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes

of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, , which Plaintiff now has, owns, holds or claims to have, own or hold, or may have had, owned or held, or may claim to have, own or hold against Defendants and Releasees, or any of them, regarding events that have occurred in connection with or related to Plaintiff's employment with Defendants, or any acts of Defendants and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action, or any claims under the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, the California Family Rights Act, and any other federal, state or local statute, ordinance, regulation or common law. This Agreement does not affect any claims that cannot be released by law. Nothing in this Agreement is intended to waive claims for: (i) workers' compensation claims, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, (iv) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement, (v) which cannot be released by private agreement, or (vi) Plaintiff's other pending claims which have also been resolved in a separate Wage and Hour/PAGA and FEHA Discrimination Class Action Settlement Agreements to resolve class action claims of discrimination, harassment, retaliation, wage and hour violations and unfair business practices.

2.2. In consideration of the mutual covenants and benefits derived herein, to the fullest extent permitted by law, Defendants, on behalf of itself, its respective corporate successors, insurers, reinsurers, attorneys, and assigns, and its current and former directors, officers, employees, agents, and representatives, hereby voluntarily, irrevocably, and unconditionally releases, acquits, and forever discharges Plaintiff of any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, suits, costs, losses, debts, actions, causes of action, damages, judgments, and expenses of whatever kind or nature, including attorneys' fees and costs, known or unknown, which Defendants ever had, now has, or hereafter can, shall, or may have against Plaintiff in connection with or related to Plaintiff's employment with Defendants for any reason up to the effective date of this Agreement.

2.3 Plaintiff agrees that all of his rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2.4 Plaintiff agrees and acknowledges that the terms of settlement herein stated constitute a complete compromise of matters involving disputed issues of law and fact. Plaintiff expressly and voluntarily assume the risk that the facts or law may be other than the Parties presently believe. It is understood and agreed by the Parties that the settlement is a compromise of doubtful and disputed claims and that no portion of the terms of the settlement shall be construed as an admission of liability by a Party hereto.

2.5 Notwithstanding the foregoing, nothing in this Agreement shall affect Plaintiff's rights under California Labor Code section 2802.

2.6 Plaintiff acknowledges that this Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state, or local government agency. To the extent permitted by law, Plaintiff agrees that, if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

2.7 Medicare Release: It is understood and agreed that Plaintiff accepts full responsibility for discharging any and all liens, including any liens by Medi-Cal or MediCare, or any other governmental entities, or any other healthcare providers that have cared for Plaintiff, or any liens by any insurers or other entities that have paid for such care, or any prior attorneys of Plaintiff, and also including any other liens that may exist or which may be filed in the future and will defend, indemnify and hold harmless Defendants and Releasees from any claims by any existing or future lienholders. Plaintiff further understands and agrees to the language of **Exhibit A**, Addendum to this Agreement, which is incorporated by reference as if set forth in full herein, and understands and agrees that this Agreement is not effective or enforceable if Exhibit A is not executed and notarized or executed in the presence of a competent witness.

2.8 Warranty of Medicare Ineligibility: Plaintiff represents that he is not enrolled in the Medicare/Medicaid program and was not enrolled during his employment with Defendants or anytime thereafter through the date of this Agreement. Plaintiff warrants and represents that he has never received, is not currently receiving, and did not apply to receive Medi-Cal, Medicare or Medicaid for any injuries released by this Agreement. Plaintiff further warrants that he is not eligible for benefits under the Medi-Cal or Federal Medicare programs and does not anticipate applying for Medi-Cal, Medicare, or Medicaid benefits. Plaintiff represents that no liens, claims, reimbursement rights against the settlement proceeds, demands, subrogated interests or causes of action of any nature or character exist or have been asserted arising from or related to any released claims. Plaintiff further agrees that Plaintiff, and not Defendants and Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the released claims.

2.9 Indemnity: Plaintiff agrees to indemnify and hold harmless Defendants and Releasees from any and all claims, demands, liens, subrogated interests and causes of action of any nature or character that have been or may in the future be asserted by Medi-Cal, Medicare/Medicaid and/or persons or entities acting on behalf of Medi-Cal, Medicare/Medicaid, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount, any Conditional Payments¹ made by Medi-Cal, Medicare/Medicaid, or any medical expenses or payments arising from or related to any released claims that are subject to this Agreement or the release set forth herein, including, but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare/Medicaid for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting or other noncompliance with or violation of Section 111 of MMSEA² that is based, in whole

¹¹ "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

² MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110- 173),

or in part, upon late, inaccurate or inadequate information provided to Defendants and Releasees by Plaintiff or his counsel or upon any failure of Plaintiff or his counsel to provide information; and (c) all Medi-Cal, Medicare/Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of Defendants and Releasees in connection with such claims, demands, subrogated interests or causes of action.

3.0 CONFIDENTIALITY AND NON-DISCLOSURE

3.1 Subject to California Code of Civil Procedure Section 1001 and the National Labor Relations Act ("NLRA"), Plaintiff agrees that he shall not disclose any of the negotiations of, terms of, or amount(s) paid under this Agreement to any individual or entity; provided, however, that Plaintiff will not be prohibited from making disclosures to his spouse or domestic partner, attorney, or tax advisors, or as may be required by law. Plaintiff shall also not disclose any information not covered by California Code of Civil Procedure Section 1001 or the NLRA. But, otherwise, Plaintiff may, pursuant to California Code of Civil Procedure Section 1001 and the NLRA, disclose certain factual information as well as make any other disclosures as permitted by California Code of Civil Procedure Section 1001 and the NLRA and is not barred from doing so via this section and/or Agreement. However, Plaintiff agrees that as to disclosures not covered, permitted, or contemplated by California Code of Civil Procedure Section 1001 or the NLRA, in connection with any disclosure permitted hereunder, Plaintiff shall cause such third party to whom disclosure has been made as permitted herein to agree to comply with the covenant of confidentiality and non-disclosure, and in the event such third party breaches the covenant of confidentiality and non-disclosure, such breach shall be deemed to have been committed by Plaintiff. Plaintiff hereby understands that nothing contained herein shall preclude him from acknowledging that the dispute has been resolved.

Again, Plaintiff hereby understands that nothing contained in this Agreement prevents Plaintiff from disclosing factual information related to Plaintiff's claims as called for in and/or permitted by California Code of Civil Procedure Section 1001 or the NLRA and/or otherwise limits Plaintiff's rights under California Code of Civil Procedure Section 1001 or the NLRA. To the extent any provision or portion of this section or otherwise is deemed or found to be in conflict with or in violation of California Code of Civil Procedure Section 1001 or the NLRA, that provision or portion of this section or otherwise shall be deemed struck, excised, and/or limited to eliminate or avoid such conflict or violation. Further, nothing in this Agreement in any way restricts or impedes Plaintiff from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Further, nothing herein shall preclude Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged racial harassment on the part of Defendants, or on the part of the agents or employees of Defendants, when Defendants has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or legislature.

3.2 Any proven breach by the Parties of Section 3.0 shall be considered a material

which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".

breach of this Agreement and the Parties acknowledges that Defendants deems confidentiality a material condition of this Agreement, absent which it would not have agreed to the terms set forth herein. Nothing in this Section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies the Parties may have by virtue of this Agreement or otherwise, including the provisions contained in this Agreement relating to injunctive relief and attorneys' fees and costs.

3.3 The Parties agree that a breach of this confidentiality section would constitute irreparable harm to Defendants and that, in the event of any proven breach of this section, Defendants may obtain an injunction prohibiting future breaches. In addition, the Parties agree that any proven breach of confidentiality as defined in Section 3.1, or any proven breach of the provisions referenced in Sections 4.0 or 5.0 of this Agreement, shall result in liquidated damages paid by Plaintiff to Defendants in the amount of Ten Thousand Dollars and Zero Cents (\$10,000) per proven breach. The Parties agree that injunctive relief, additional monetary damages and reasonable attorneys' fees and costs are also available under this Agreement for enforcing this provision.

4.0 MUTUAL NON-DISPARAGEMENT AGREEMENT

4.1 To the extent allowed by California Code of Civil Procedure section 1001 and the NLRA, the Parties agree and covenant that Plaintiff and Defendants shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory remarks, comments, or statements concerning each other or Defendants' businesses, or any of its employees, officers, members, or directors, and its existing and prospective customers, clients, suppliers, investors, and other associated third parties, now or in the future. Note, this paragraph and the Agreement do not, in any way, restrict or impede Plaintiff from exercising protected rights, including rights under the NLRA or the federal securities laws, including the Dodd-Frank Act, to the extent that such rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. If any section or term of the Agreement is found or determined to not comply with and/or violate the NLRA or federal securities law, then such law will supersede and/or override that particular section or term, the particular section or term will be struck, excised, and/or limited to eliminate the non-compliance or violation, and the remainder of the Agreement shall remain in full force and effect.

4.2 The Parties agree that the non-disparagement provision set forth in this section is a material term of this Agreement and that breach of this section of the Agreement constitutes a material breach of this Agreement.

5.0 AGREEMENT NOT TO DISCLOSE INFORMATION OR DOCUMENTS

5.1 Except to the extent such information is not already a public record or in the public domain, Plaintiff agrees not to disclose, produce, discuss or make available in any manner to any individual or entity any documents, pleadings, discovery, emails or correspondence, witness statements or information relating to this Action or this Agreement absent a Court Order to do so. Plaintiff agrees to notify Defendants in the event that any outside entity attempts to subpoena any of the documents relating to this case.

5.2 The Parties agree that the Agreement Not to Disclose Information or Documents

provision set forth in this section is a material term of this Agreement and that breach of this section of the Agreement constitutes a material breach of this Agreement.

6.0 COSTS AND ATTORNEYS' FEES

The Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, including the Action and all related matters. In the event that any Party shall institute any action or proceeding against another Party to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

7.0 VOLUNTARY AND INFORMED EXECUTION

Plaintiff represents that: he has relied upon the advice of his attorney to the extent requested by Plaintiff, who is the attorney of his own choice, concerning the legal and tax consequences of this Agreement; the terms of this Agreement have been completely read and explained to him by his attorneys; the terms of this Agreement are fully understood and voluntarily accepted by him; he knowingly and voluntarily intends to be legally bound by the same; and he is releasing Defendants and Releasees from any and all claims he may have against them.

8.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff represents and warrants that: (1) no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Agreement, except as otherwise set forth herein; (2) Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (3) Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any other person or entity.

9.0 ENTIRE AGREEMENT, WAIVER, AND AMENDMENTS

9.1 The Parties understand and agree that this Agreement, including Exhibit A hereto, constitutes the entire Agreement between the Parties concerning the scope of the settlement of the civil tort claims against Defendants and that this Agreement supersedes any and all prior oral or written agreements and understandings on such issues. No warranty, representation, condition, understanding or agreement of any kind with respect to the subject hereof shall be relied upon by the Parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions contained herein.

9.2 No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

9.3 Unless expressly permitted herein, no supplement, modification or amendment of

any term, provision or condition of this Agreement (including this Paragraph) shall be binding or enforceable unless evidenced in a writing executed by the Parties hereto.

10.0 COVENANT NOT TO SUE

Plaintiff agrees that he will not, at any time hereafter, other than his continued participation as a plaintiff in a class action settlement in the superior court titled , *Pablo Torres v. James A. Quaglino, Inc. d/b/a Quaglino Roofing Inc.*, Case No. 24CV-0553, commence, maintain or prosecute any action at law or otherwise, or assert any claim against Defendants and Releasees and/or execute or enforce any judgment against Defendants and Releasees for damages or losses of any kind or amount arising directly or indirectly from events that have occurred in connection with or related to his employment with Defendants or any acts of Defendants and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts alleged in the Action, or any claims that could have been brought under the acts, statutes or common law referenced in Section 2.0, without repercussion or recourse.

11.0 GOVERNING LAW & ENFORCEMENT OF AGREEMENT & RETENTION OF JURISDICTION

This Agreement is made pursuant to California Code of Civil Procedure §664.6 and it is intended that this Agreement constitutes an out-of-court written settlement agreement pursuant thereto. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination; provided, however, this in no way shall prevent the application of the benefits of federal law where applicable. Further, the confidentiality provisions herein will not apply to any enforcement proceeding pursuant to California Code of Civil Procedure § 664.6. This Agreement shall be admissible in any proceeding to enforce the terms thereof, if necessary, and the prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees, incurred thereby. By virtue of the foregoing language and pursuant to California Evidence Code § 1123(b), this written Agreement is intended to be binding and enforceable and is intended by the Parties as an express authorization for the San Luis Obispo County Superior Court to retain jurisdiction, as evidenced by the Parties signatures herein, per California Code of Civil Procedure §664.6.

12.0 NO ADMISSION

The Parties understand and agree that nothing in this Agreement is intended, or should be construed, as an admission of any liability, misconduct, or wrongdoing by any Party, or as an admission of any violation of the rights of Plaintiff or any other person. This Agreement will not be admissible in any proceeding. In the event this Agreement fails to become effective, it will be deemed part of negotiations for settlement purposes only and will not be admissible or usable for any purpose whatsoever.

13.0 SCOPE OF AGREEMENT

Plaintiff understands and agrees that this Agreement shall bind him and his successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and inures to the benefit of the respective Defendants and Releasees.

14.0 INTERPRETATION OF THE AGREEMENT

Whenever the context requires, any gender referenced includes the other, and the singular number includes the plural, and vice-versa.

Any captions in this Agreement are inserted for convenience of reference and do not define, describe, or limit the scope or intent of this Agreement or any of their terms.

No inference, assumption or presumption shall be drawn from the fact that a Party or his or their attorney prepared and/or drafted this Agreement.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be affected, and the illegal, unenforceable or invalid part, term or provision shall be deemed not part of this Agreement.

15.0 PLAINTIFF'S ACKNOWLEDGMENTS

2.2 Plaintiff acknowledges, represents and warrants that, other than the Settlement Payment identified in Section 1.1 above, and the payments that Defendants have agreed to make pursuant to a separate Class Action and PAGA Settlement Agreement and FEHA Discrimination Class Action Agreement to resolve class action claims of discrimination, harassment, retaliation, wage and hour violations and unfair business practices, he has received all wages and benefits (disputed and undisputed) due and owing to him from Defendants and Releasees, including but not limited to wages for hours worked, salary, bonuses, commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, and any other compensation. Plaintiff further acknowledges, represents, and warrants that he was fully reimbursed during his employment with Defendants for any unpaid business expenses under California Labor Code. Plaintiff acknowledges and affirms that he has suffered no workplace injuries, nor is he suffering from any known occupational diseases as a result of his employment. Plaintiff acknowledges that he has returned all Defendants' property received in connection with his employment with Defendants.

16.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart. The counterparts may be executed by email, PDF, and/or facsimile.

17.0 SUBJECT HEADINGS

The subject headings of the paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.

18.0 SEVERABILITY

Should any provision of this Agreement be declared, or be determined by any court of competent jurisdiction, to be illegal, invalid, or unenforceable, it shall be limited to the minimum

extent necessary to render it enforceable. If it cannot be so limited, it will be severed, and the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

19.0 ADEA PROVISION

Plaintiff understands and agrees that he has not executed this Agreement without first having had the opportunity, whether he takes it or not, to consider this Agreement for a full twenty-one (21) days from receipt. He acknowledges that, if he were to execute this Agreement, he did so after Defendant advised him, in writing, to consult with an attorney. Plaintiff further understands and agrees that this Agreement will not be effective until seven (7) days after the date the Agreement containing his signature is returned to counsel for Defendants and then only if he has not exercised his right to revoke this Agreement as described in the paragraph below.

Plaintiff understands and agrees that he:

- a. Has a full twenty-one (21) days within which to consider this Agreement before executing it;
- b. Has carefully read and fully understands all of the provisions of this Agreement;
- c. Is, through this Agreement, releasing Defendants and Releasees from any and all claims he may have against them under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*);
- d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;
- e. Knowingly and voluntarily intends to be legally bound by the same;
- f. Was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of his choice prior to executing this Agreement;
- g. Has a full seven (7) days following the execution of this Agreement to revoke it; and
- h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621, *et seq.*) that may arise after the date this Agreement is executed are not waived.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL
RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Dated: _____ By:  _____
PABLO TORRES, PLAINTIFF

Dated: _____ By: _____
JAMES A. QUAGLINO, DEFENDANT

Dated: _____ By: _____
RYAN SUTCLIFFE, DEFENDANT

Dated: _____ By: _____
JOSH PAULSON, DEFENDANT

Dated: _____ By: _____
JAMES A. QUAGLINO ROOFING (DBA
QUAGLINO ROOFING), DEFENDANT

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL
RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: _____ By: _____

PABLO TORRES, PLAINTIFF

Signed by:

Dated: September 11, 2025

By: _____

JAMES A. QUAGLINO, DEFENDANT

Signed by:

Dated: September 11, 2025

By: _____

RYAN SUTCLIFFE, DEFENDANT

Signed by:

Dated: September 11, 2025

By: _____

JOSH PAULSON, DEFENDANT

Signed by:

Dated: September 11, 2025

By: _____

JAMES A. QUAGLINO ROOFING (DBA
QUAGLINO ROOFING), DEFENDANT

EXHIBIT A:
ADDENDUM TO CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE

I, PABLO TORRES, (hereinafter referred to as “Plaintiff”), individually and on behalf of Plaintiff’s heirs, executors, administrators and assigns, as additional consideration for the settlement agreement referenced in the CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE to which this ADDENDUM is attached and of which this ADDENDUM is a part (hereinafter referred to as “the settlement agreement”), further recite, warrant, represent and agree as follows:

Plaintiff understands, acknowledges, and agrees that:

1. In reaching the settlement agreement, the parties have given considerable attention to whether Plaintiff is entitled to Social Security disability benefits pursuant to 42 U.S.C. § 423. It is not the intention of any party to the settlement agreement to shift to Medicare responsibility for payment of medical expenses for the treatment of the injuries that Plaintiff sustained as result of the incident referenced in the settlement agreement (hereinafter referred to as “the incident”). However, the settlement agreement is intended to foreclose the released parties from responsibility for future payments of any medical expenses and prescription drug expenses related to the incident and Plaintiff’s injuries that Plaintiff sustained as a result of the incident.
2. The released parties have expressly denied all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred regarding Plaintiff’s injuries resulting from the incident.
3. Because Plaintiff’s injuries resulting from the incident were sustained on or after December 5, 1980, the sections of the Social Security Act known as the Medicare Secondary Payer (“MSP”)³ law (42 U.S.C. Section 1395y[b]) and federal regulations adopted by the federal government to implement this law (including 42 C.F.R. Part 411) have been considered by the parties. These laws and regulations are collectively referred to herein as the “MSP provisions.” Detailed information regarding the MSP provisions is available at the Centers for Medicare & Medicaid Services website at <http://www.cms.hhs.gov/>; a summary of the Medicare Secondary Payer Recovery Claim Process is available at <http://www.cms.hhs.gov/MSPRecovClaimPro/>.
4. Pursuant to the MSP provisions, Medicare is not required to make and does not make payment for covered items or services to the extent that payment has been made, or can reasonably be expected to be made, under a liability insurance policy or plan. Liability insurance means insurance (including a self-insured plan) that provides payment based on legal liability for injury or illness or damage to property, and includes, but is not limited to, automobile liability insurance, uninsured motorist insurance, underinsured motorist insurance, homeowners’ liability insurance, malpractice insurance, product liability insurance, and general casualty insurance.

³ “MSP Statute” means the Medicare Secondary Payer (“MSP”) statute. 42 U.S.C. § 1395y(b).

5. However, pursuant to the MSP provisions, under certain circumstances, Medicare may make conditional payments which are conditioned on reimbursement to Medicare to the extent that payment with respect to the same items or services could have been made under a liability insurance policy or plan. These conditional payments are subject to later recovery by Medicare if there is a settlement, judgment, award, or other payment.
6. Regarding these conditional payments, Medicare has a statutory direct right of recovery, a right that takes precedence over the claims of any other party, from anyone, including but not limited to the Medicare beneficiary, who receives payment directly or indirectly from the proceeds of a liability insurance payment, as well as from the liability insurer or plan making the payment. A failure to fully comply with the MSP provisions can result in a recovery action by Medicare seeking reimbursement of Medicare payments that Medicare was not required to make and penalties. 42 C.F.R. §411.24.
7. It is the understanding of the parties that the MSP provisions do not apply, and that compliance with these provisions is not required, regarding Plaintiff's claim for injuries which is the subject of the settlement agreement as Plaintiff has expressly represented and warranted, and hereby again expressly represents and warrants, that:
 - a. Medicare has made no conditional payments for any medical expense or prescription drug expense related to Plaintiff's injuries sustained in the incident.
 - b. Plaintiff is not, nor has Plaintiff ever been, a Medicare beneficiary.
 - c. Plaintiff is not currently receiving Social Security Disability Benefits.
 - d. Plaintiff has not applied for Social Security Disability Benefits.
 - e. Plaintiff has not been denied Social Security Disability Benefits.
 - f. Plaintiff has not appealed from a denial of Social Security Disability Benefits.
 - g. Plaintiff is not in End Stage Renal Failure.
 - h. Plaintiff does not expect to become eligible for Medicare benefits within the next 30 months.
 - i. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers or suppliers of any kind, have been filed regarding the treatment of Plaintiff's injuries sustained as a result of the incident.
8. Plaintiff is aware that each liability insurer paying the settlement is relying on Plaintiff's representations and warranties stated in Paragraph 7, and each of them, and that each such insurer reasonably expects that each such representation and warranty by Plaintiff is true.

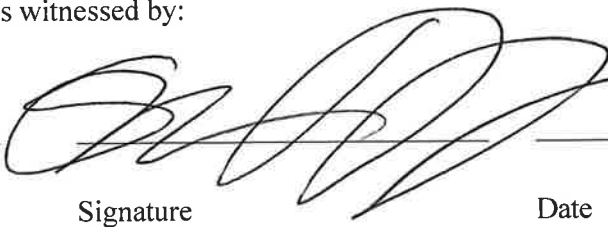
Plaintiff is of sound mind and body and fully capable of reading and understanding this ADDENDUM. Plaintiff understands the consequences of Plaintiff's failure to comply with the MSP provisions referenced in this ADDENDUM.

Done in San Luis Obispo County, of California state this 9 day
of the month September in the year 2025.

**See Attached Form for
Notary Certificate**


PABLO TORRES

Plaintiff's signature on this Exhibit A is witnessed by:

Steven Dean  9/9/25
Print Name Signature Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Luis Obispo

On

9/9/2025
Date

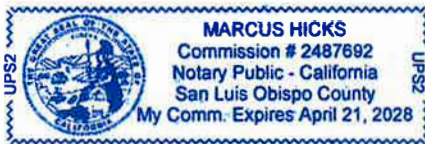
before me,

Marcus Hicks
Here Insert Name of Officer

, Notary Public,

Personally appeared

Pablo Torres
Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Marcus Hicks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Exhibit A: Addendum to Confidential Settlement Agreement and Release

Document Date:

9/9/2025

Number of Pages:

14 (+Notary Aff)

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT



Signer's name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT

