

JAN 19 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

VENTURE LAW, P.C.
Sam Rezvani, Esq. (Cal Bar No. 285376)
srezvani@venturelawpc.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 893-3402

Attorney for Plaintiffs and the Putative Class

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

HECTOR ROJAS and BRYAN ROJAS,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

ROOFING STANDARDS, INC., a
California corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2021-01212242-CU-OE-CXC

*[Assigned to Hon. Lon F. Hurwitz, Dept CX103,
for all purposes]*

~~AMENDED PROPOSED~~ ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having the Class Action and PAGA Settlement Agreement (the "Settlement
2 Agreement") (Register of Action Nos. 43 and 65, Ex. B) between Plaintiffs Bryan Rojas and
3 Hector Rojas and Defendant Roofing Standards, Inc. (collectively, the "Parties"), as well as the
4 Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval of
5 Class Action Settlement, the documents submitted in support of the motion, and all supporting
6 legal authorities and documents.

7 IT IS HEREBY ORDERED:

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

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the
20 following Class, for settlement purposes only:

21 All current and former non-exempt hourly employees of Defendant Roofing
22 Standards, Inc. who worked in California at any time during July 23, 2017,
23 through November 13, 2022.

24 3. As set forth in the Settlement Agreement, Aggrieved Employees includes all
25 persons who are or were previously employed by Defendant in California classified as a non-
26 exempt employee at any time from May 18, 2020 through November 13, 2022.

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiffs Bryan Rojas and
4 Hector Rojas as Class Representatives, and Mehrdad Bokhour of Bokhour Law Group, P.C. and
5 Sam Rezvani of Venture Law, P.C. as Class Counsel.

6 6. The Court approves ILYM Group, Inc. to act as the Settlement Administrator.

7 7. The Court approves, as to form and content, the Class Notice, Request for
8 Exclusion Form and Objection Form, attached hereto as **Exhibit "A"**, and finds that the Class
9 Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f),
10 and fairly apprises the Class Members of the terms of the final approval hearing date, the
11 proposed settlement terms and of their options, including: (1) the nature of the action, the
12 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
13 (2) Named Plaintiffs' and Class Counsel's applications for the Class Representative Service
14 Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to
15 determine the Class Member's estimated Individual Settlement Payment; (4) Settlement Class
16 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
17 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
18 information regarding the action and the Settlement. Counsel for the Parties are authorized to
19 correct any typographical errors in settlement and make clarifications, to the extent the same are
20 found or needed, so long as such corrections do not materially alter the substance of the
21 documents.

22 8. The Court approves the procedure for Class Members to participate in, request
23 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
24 and the Class Notice.

25 9. The Court finds that the deadlines and method set forth in the Settlement
26 Agreement for the mailing of the Class Notice meet the requirements of due process, provide
27 the best notice practicable under the circumstances, constitute due and sufficient notice to all
28 persons entitled to notice, and otherwise satisfy the requirements of California law and due

1 process.

2 10. The Court directs the Settlement Administrator to perform address verification
3 measures and mail the Class Notice by first class mail to the Class Members not later than 40
4 days after the Preliminary Approval Order and to otherwise carry out the Settlement according
5 to the terms of the Settlement Agreement and in conformity with this Order. The Parties are
6 also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

7 11. All Class Members shall be deemed to participate in the Settlement, although
8 any Class Member who wishes to comment on or object to the Settlement or who elects not to
9 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice
10 to submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in
11 the Class Notice. The Settlement Administrator will take steps to ensure that the Notice is
12 received by all Settlement Class Members, including utilization of the National Change of
13 Address Database maintained by the United States Postal Service to review the accuracy of and,
14 if possible, update a mailing address. Notices will be re-mailed to any Settlement Class Member
15 for whom an updated address is located within ten (10) calendar days following both the
16 Settlement Administrator learning of the failed mailing and its receipt of the updated address.
17 The Notice shall be identical to the original Notice, except that it shall notify the Settlement
18 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
19 the notice response deadline or fifteen (15) days after the remailing of the Notice.

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

24 13. A final approval hearing shall be held in this Court on March ²²~~21~~, 2024 at
25 1:30 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and
26 should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to
27 Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The
28 Court may continue or adjourn the final approval hearing without further notice to the Class

1 Notice.

2 14. Counsel for the parties shall file memoranda, declarations, or other statements
3 and materials in support of their request for final approval of the Settlement, attorneys' fees,
4 litigation costs, Class Representatives' Service Payments, Settlement Administration Costs, and
5 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the
6 time limits set by the Code of Civil Procedure and the California Rules of Court.

7 15. Neither this Order, the Settlement Agreement, nor any document referred to
8 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
9 may be construed as or may be used as an admission by or against Defendant or any of the other
10 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
11 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
12 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
13 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
14 or any of the other Released Parties and shall not be offered in evidence in any action or
15 proceeding against Defendant or any of the Released Parties in any court, administrative agency
16 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
17 the Settlement Agreement, or any related agreement or release.

18 16. The Settlement Administrator shall provide a copy of the final judgment on its
19 website, which can be accessed at the following URL: www.ilymgroup.com/cases/rojasvrsi.

20 17. The Court may, for good cause shown, extend any of the deadlines set forth in
21 this Order.

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

25 19. Pending the Final Approval hearing, all proceedings in this action, other than
26 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and
27 this Order, are stayed.

28 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures

1 in connection with the administration of the Settlement which are not materially inconsistent
2 with either this Order or the terms of the Settlement.

3 21. Pursuant to Code of Civil Procedure section 664.6, the Court retains continuing
4 jurisdiction to consider all further enforcement and applications arising out of or in connection
5 with the Settlement.

6
7 Date: JAN 19 2024

8 
HON. LON F. HURWITZ

EXHIBIT "A"

CLASS NOTICE

[SEE ATTACHED]

NOTICE OF SETTLEMENT OF CLASS ACTION
Bryan Rojas and Hector Rojas v. Roofing Standards, Inc.
Superior Court of the State of California, County of Orange
Case No. 30-2021-01212242-CU-OE-CXC

To: All current and former non-exempt employees employed by Roofing Standards, Inc. (the “Company”) in California at any time between July 23, 2017, through November 13, 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit and an announcement of a court hearing you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2024, at [REDACTED] a/p.m. to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement (Register of Action Nos. 43 and 65, Ex. B).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at the Company in California between July 23, 2017, through November 13, 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2024 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims and will receive a portion of the PAGA settlement regardless of whether they opt out.
OBJECT	You may object by telling the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2024 (see Section VI).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Rojas v. Roofing Standards, Inc.*, Orange County Superior Court Case No. 30-2021-01212242-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between July 23, 2017, through November 13,

2022 ("Class Period"). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about July 23, 2021, Plaintiffs and Class Representatives Bryan Rojas and Hector Rojas, through their attorneys ("Class Counsel"), filed a class and PAGA representative action complaint against the Company for wage and hour violations on behalf of all current and former non-exempt employees who were employed by the Company in California at any time since July 23, 2017 through November 13, 2022. The complaint in the Lawsuit alleges that the Company violated various Labor Code sections by failing to pay wages for all hours worked including overtime wages, as well as failing to provide all required meal and rest breaks, failing to reimburse necessary business expenses, failing to timely pay final wages, and failing to provide accurate and complete wage statements. The Lawsuit sought civil penalties under the California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* ("PAGA"), as a result of the alleged violations.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After an extensive provision of information to Class Counsel by the Company, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

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

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

III. Who are the attorneys?

Mehrdad Bokhour
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Sam Rezvani
srezvani@venturelawpc.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 893-3402

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between July 23, 2017, through November 13, 2022 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against the Company.

Without admitting any wrongdoing, the Company has agreed to pay Four Hundred Twenty-Five Thousand Dollars (\$425,000) (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, Settlement Administration Costs, and a Class Representatives Service Payment. Defendant shall separately pay the employer's share of applicable payroll taxes.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved [REDACTED] to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of Seven Thousand Five Hundred Dollars (\$7,500) will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency ("LWDA"). Thirty Thousand Dollars (\$30,000) of the Settlement Amount will be allocated to Plaintiffs' claim under PAGA. Of this amount, Twenty-Two Thousand and Five Hundred Dollars (\$22,500) will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining Seven Thousand Five Hundred Dollars (\$7,500) will be included in the Net Settlement Amount to be divided between all PAGA aggrieved employees based on pay periods worked during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award the Class Representatives a Service Payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each (for a total of \$15,000) to compensate them for services and extra work provided on behalf of the Class Members. The Class Representatives also may receive a share of the Settlement as Class Members.

Attorneys' Fees and Expenses. Class Counsel which includes two firms (Venture Law, P.C. and Bokhour Law Group, P.C.) have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (33.33%, or \$141,666) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel will split the fees award equally. Class Counsel also will ask for reimbursement of up to Fifteen Thousand Dollars (\$15,000) for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately [REDACTED] Hundred Dollars (\$ [REDACTED]). Compensable work weeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks Worked (excluding any excluded workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per work week value ("Workweek Value"). The Workweek Value will be multiplied by the number of Workweeks Worked by each Settlement Class Member during the Class Period to determine the distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class

opts-out of the Settlement, his/her Individual Settlement Amount retained by the Company and the Settlement Amount shall be reduced accordingly.

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. Company's records indicate that you worked for **[TOTAL WORKWEEKS]** Workweeks in California during the Class Period of July 23, 2017, through November 13, 2022. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2024, with documentation to establish the number of weeks you claim to have actually worked for Company in California between July 23, 2017, through November 23, 2022 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be sent to the California Unclaimed Property Fund in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Fifteen percent (15%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). The remaining eighty-five percent (85%) of the Settlement Amount distributed to each participating Class Member will be distributed to each participating Class Member as one-third "interest" and one-third non-wage "penalties" (Form 1099 reporting). All settlement payments for PAGA shall be considered penalties. The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all members of the participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Company and their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies and their shareholders, partners, members, managers, owners, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity that could be liable for, of all (1) claims for unpaid wages, overtime, missed or late meal breaks, missed rest breaks, waiting time penalties, wage statements, unreimbursed business expenses; (2) any related wage, hour or related record keeping claims arising under the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, and any applicable state or federal law; (3) any claims for failure to indemnify necessary business expenses; (4) any related claims for unfair business practices (including unlawful, deceptive, or unfair business practices prohibited by the California Business and Professions Code §§ 17200, et seq.) arising out of alleged violations of wage, hour and related record-keeping provisions of the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, and any applicable state law; (5) any related claims that Defendant did not comply with laws, regulations and ordinances, and/or common law of California; (6) any related claims that Defendant did not comply with Federal laws, regulations and ordinances, and/or common law; and (7) claims for civil penalties under the Private Attorney General Act. These released claims and damages are hereinafter referred to as "Released

Claims.” The time period governing these Released Claims shall be at any time from July 23, 2017, through November 13, 2022 (“Release Period”).

Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2024 with your full name. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ROJAS V. ROOFING STANDARDS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2024. Any person who files a timely Request for Exclusion from the

Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments in connection with the release of the class action claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims and will receive a PAGA settlement payment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must submit an objection stating your full name and the name and address of your attorney(s) if you are represented, and each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections may be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2024 for your objection to be considered. Objections that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

Any class member may appear at the final approval hearing to make an oral objection whether or not any written objection or notice of appearance has been provided. If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2024, at [REDACTED] a/p.m. in Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2024. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Payment to the Class Representative on [REDACTED], 2024, at [REDACTED] a/p.m. in Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. To confirm the date and location of the hearing, please visit the Court website below and enter the case number 30-2021-01212242-CU-OE-CXC

<https://civilwebshopping.occourts.org/Login.do>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Civil Complex Center, Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL: www.ilymgroup.com/cases/rojasvrsi.

X. How to Appear Remotely.

Please be advised that the Court has imposed social distancing guidelines for attendance at hearings and reviewing court files. Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newson, the need for social distancing, Class Members are encouraged to appear remotely via CourtCall or by contacting the Judicial Assistant in Department CX-103 for further instructions.

XI. Reminder as to time limits.

Class Members do not have to take further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2024. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2024. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

REQUEST FOR EXCLUSION FORM

BRYAN ROJAS AND HECTOR ROJAS V. ROOFING STANDARDS, INC.

Superior Court of California, County of Orange
Case No. 30-2021-01212242-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

I declare as follows:

I am or was a Roofing Standards, Inc. hourly paid, non-exempt employee who worked for Defendant in California at any time during the time period of July 23, 2017, through November 13, 2022. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only)

This form must be mailed or faxed to the Settlement Administrator on or before _____, 2023:

Settlement Administrator
c/o ILYM Group, Inc.

[ADDRESS]

[TELEPHONE]

[FAX]

OBJECTION FORM

BRYAN ROJAS AND HECTOR ROJAS V. ROOFING STANDARDS, INC.

Superior Court of California, County of Orange
Case No. 30-2021-01212242-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before [REDACTED], 2023 as follows:

Settlement Administrator:
Roofing Standards, Inc. Settlement Administrator
c/o ILYM Group, Inc.
[REDACTED]
[REDACTED]
[REDACTED]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)