

NOTICE OF CLASS ACTION SETTLEMENT

Juan Rojo v. Farwest Insulation Contracting, et al.

Superior Court of the State of California for the County of Orange, Case No. 30-2022-01259062-CU-OE-CXC

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Orange. The lawsuit was filed by a former employee, Juan Rojo (“Plaintiff”) against Farwest Insulation Contracting (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *Juan Rojo v. Farwest Insulation Contracting, et al.*, Orange County Superior Court Case No. 30-2022-01259062-CU-OE-CXC (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent all current and former non-exempt and/or hourly-paid employees who are or were members of the International Association of Heat and Frost Insulators and Allied Workers, Local No. 5 (“Local No. 5”) and who worked for Defendant in the State of California at any time during the period from May 11, 2018 to April 27, 2024 (“Class Members”).

The Court granted preliminary approval of the Parties’ settlement on **October 11, 2024**, and has scheduled a hearing on **March 24, 2025** at **1:30 p.m.** (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment. By doing nothing, you will receive an Individual Settlement Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than December 20, 2024 . If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement.
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than December 20, 2024 , or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS	You may Challenge the Calculation of Your Workweeks. The amount of your Individual Settlement Payment depends on how many Workweeks you worked during the Class Period. The number of Class Period Workweeks that you worked according to Defendant’s records is stated in Section 6. If you wish to dispute the Workweeks credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than December 20, 2024 as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you are or were a member of Local No. 5 and that you were employed by Defendant in California at some point during the period from May 11, 2018 to April 27, 2024 (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On May 11, 2022, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Orange. On April 29, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages (the "First Amended Complaint"). Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; and engaged in unfair business practices. In his Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who were members of Local No. 5 and who worked for Defendant in the State of California at any time during the period from May 11, 2018 to April 27, 2024.

Defendant denies all of the material allegations in the Complaint and has asserted numerous affirmative defenses to the claims.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Eight Hundred Thousand Dollars (\$800,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), (2) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$280,000.00), (3) Litigation Costs in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of workweeks in which each Class Member worked at least one day for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Class Workweek Value" and multiplied each Class Member's individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members") to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer's share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

6. YOUR WORKWEEKS BASED ON DEFENDANT'S RECORDS

According to Defendant's records, during the period **from May 11, 2018 to April 27, 2024 (i.e., the Class Period)** you **worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge ("Workweeks Dispute") to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Rojo v. Farwest Insulation Contracting*, Case No. 30-2022-01259062-CU-OE-CXC); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than **December 20, 2024**.

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion). This will bar all Participating Class Members from bringing certain claims against Defendant.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) failure to pay all overtime wages due (Labor Code sections 510 and 1198); (2) failure to provide meal periods or compensation in lieu thereof (Labor Code sections 226.7 and 512(a)); (3) failure to provide rest periods or compensation in lieu thereof (Labor Code section 226.7); (4) failure to pay all minimum wages due (Labor Code sections 1194, 1197, and 1197.1); (5) failure to timely pay wages at time of termination or resignation (Labor Code sections 201-203); (6) failure to timely pay wages during employment (Labor Code section 204); (7) failure to provide complete, accurate wage statements; (8) failure to keep requisite payroll records (Labor Code section 1174(d)); (9) failure to reimburse necessary business expenses (Labor Code section 2800 and 2802); and (10) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Complaint.

“Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www.ilymgroup.com_FarwestInsulation. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment. If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Rojo v. Farwest Insulation Contracting*, Case No. 30-2022-01259062-CU-OE-CXC) (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than **December 20, 2024** to the following address:

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

Requests for Exclusion that are postmarked after **December 20, 2024** will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Rojo v. Farwest Insulation Contracting*, Case No. 30-2022-01259062-CU-OE-CXC); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than **December 20, 2024** to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on **March 24, 2025** at **1:30 p.m.** in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92702 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the operative Complaint, Settlement Agreement, this Notice, and the Court's order granting preliminary approval of the Settlement are available at **www.ilymgroup.com_FarwestInsulation**. If the Court grants final approval of the Settlement after the Final Approval Hearing, a copy of the order granting final approval will be posted on this website as well. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or online by visiting the following website: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2022-01259062" in the search field.

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
email: claims@ilymgroup.com

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.