

# **EXHIBIT 1**

Cristina Molteni (Bar No. 244715)  
cmolteni@moltenilaw.com  
MOLTENI EMPLOYMENT LAW  
100 Pine Street, Suite 1250  
San Francisco, California 94111  
Telephone: (415) 762-0270  
Facsimile: (415) 762-0271

Steven M. Tindall (Bar No. 187862)  
smt@classlawgroup.com  
GIBBS LAW GROUP LLP  
505 14 Street, Suite 1100  
Oakland, CA 94612  
Tel: (510) 350-9700  
Fax: (510) 350-9701

*Attorneys for Plaintiffs and the Plaintiff Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
ALAMEDA COUNTY**

MIGUEL ROMERO, RAUL PULIDO SOLIS, ALFONSO GARCIA ANDRADE, NESTOR ARRIAGA, ALEJANDRO MORENO, and CLAUDIO MORENO, individually, and on behalf of all others similarly situated,

## Plaintiffs.

V.

LEGACY ROOFING &  
WATERPROOFING, INC., ROBERT B.  
LAUBACH; JOHN G. WINSLOW;  
ROGERS LEGACY, LLC; LRS, INC., and  
DOES 5 through 10, inclusive,

## Defendants.

Case No. RG12634384

*ASSIGNED FOR ALL PURPOSES TO  
HON. WINIFRED SMITH, DEPARTMENT  
21*

## **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

1      **ADDITIONAL COUNSEL:**

2      Ernest M. Malaspina (Bar No. 187946)  
3      Shirley E. Jackson (Bar No. 205872)  
4      Erika J. Gasaway (Bar No. 264708)  
5      HOPKINS & CARLEY  
6      A Law Corporation  
7      The Letitia Building  
8      70 S First Street  
9      San Jose, CA 95113-2406

10     ***mailing address:***

11     P.O. Box 1469  
12     San Jose, CA 95109-1469  
13     Telephone: (408) 286-9800  
14     Facsimile: (408) 998-4790

15     *Attorneys for Defendants*

1        This Joint Stipulation of Settlement and Release (“Stipulation of Settlement” or  
2        “Settlement”) is made and entered into by and between Plaintiffs Miguel Romero, Raul Pulido  
3        Solis, Alfonso Garcia Andrade, and Claudio Moreno (collectively, “Class Representatives”)  
4        individually and on behalf of all others similarly situated, Plaintiff Nestor Arriaga,  
5        individually, and Defendants Legacy Roofing & Waterproofing, Inc., Robert B. Laubach, John  
6        G. Winslow, Rogers Legacy, LLC, and LRS, Inc. (collectively, “Defendants”). Subject to the  
7        terms and conditions hereof and the approval of the Court, this Settlement shall be binding on  
8        the Class Representatives and those persons they represent, Plaintiff Nestor Arriaga, and on  
9        Defendants.

10        **THE PARTIES STIPULATE AND AGREE** as follows:

11        1.        Plaintiffs Miguel Romero, Raul Pulido Solis, Alfonso Garcia Andrade, Nestor  
12        Arriaga, and Claudio Moreno are collectively referred to herein as the “Plaintiffs.” Plaintiffs  
13        and Defendants are collectively referred to herein as “the Parties.”

14        2.        On June 12, 2012, Plaintiffs Romero, Solis, and Andrade filed a Class Action  
15        Complaint (“the Action”) in Alameda County Superior Court, captioned *Romero et al. v.*  
16        *Legacy Roofing & Waterproofing, Inc., et al.*, Case No. RG-12634384, for several alleged wage  
17        and hour violations. Plaintiffs Romero, Solis, and Andrade amended their complaint to add  
18        additional plaintiffs, defendants, and additional theories of liability. The operative complaint is  
19        the Third Amended Class Action Complaint (the “Third Amended Complaint”) and includes  
20        claims for unpaid wages and overtime, meal period violations, rest period violations, waiting  
21        time penalties, itemized wage statement penalties, uniform reimbursements, unlawful business  
22        practices, unfair business practices, and Private Attorney General Act (“PAGA”) violations.  
23        The Third Amended Complaint seeks recovery of compensatory damages, penalties,  
24        restitution, interest, and attorneys’ fees and costs.

25        3.        On September 19, 2017, the Court granted Plaintiffs’ motion for class  
26        certification and certified a class of all current and former employees of Legacy who worked as  
27

1 hourly construction employees, performing roofing work in California at any time between  
2 June 13, 2008 and December 13, 2017.

3       4. The Parties and their counsel of record participated in a full-day mediation  
4 session with experienced mediator Jeffrey Ross on August 28, 2013. The discussion at the  
5 mediation session was vigorous and conducted at arm's length, but the Parties were unable to  
6 resolve the matter. The Parties engaged in further settlement discussions at various points  
7 following the mediation. The Parties reached an agreement on August 23, 2018.

8       5. The Parties hereby stipulate and agree that, for purposes of the Settlement, to  
9 the following: "Class Members," "Plaintiff Class," and "Settlement Class" refer to the group  
10 described as "All current and former employees of Legacy Roofing & Waterproofing Inc. who  
11 worked as hourly construction employees, performing roofing work in California at any time  
12 between June 13, 2008 and December 13, 2017." A list of Class Members and their dates of  
13 employment is attached hereto as **Exhibit 1**. The Parties agree that the class size of 737 Class  
14 Members is a material term of this Agreement. Any Class Member who files a timely request  
15 for exclusion, as detailed below, will be excluded from the final Settlement Class.

16       6. Defendants deny any and all liability or wrongdoing of any kind whatsoever  
17 associated with the claims alleged in Plaintiffs' Third Amended Complaint. With respect to  
18 Plaintiffs' claims, Defendants contend, among other things, that they have complied with all  
19 applicable state, federal, and local laws affecting Plaintiffs and the Settlement Class regarding  
20 hours worked, unpaid wages, unpaid overtime, unpaid minimum wages, meal and rest periods,  
21 record-keeping violations, wage statements, and as to all claims alleged in the Action.

22       7. It is the intention of the Parties that this Stipulation of Settlement shall  
23 constitute a full and complete settlement and release of all claims that have been pled or that  
24 could have been pled based upon the factual allegations set forth in the operative complaint.  
25 The release includes in its effect all present and former parent companies, subsidiaries, related  
26 or affiliated companies, shareholders, officers, directors, employees, heirs, spouses,  
27 beneficiaries, trustees, agents, attorneys, insurers, and successors and assigns of Defendants,

1 and any individual or entity that could be jointly liable with Defendants. The Parties  
2 acknowledge that this Stipulation of Settlement shall not be construed as an admission of  
3 liability whatsoever by any Party, or by any officers, directors, agents, or employees of  
4 Defendants.

5       8.     The Release Period begins on June 13, 2008 and ends on the earlier of the  
6 following dates: (a) the date of preliminary settlement approval, or (b) November 13, 2018.

7       9.     Counsel for the Plaintiff Class have conducted a thorough investigation into the  
8 facts of this Action, including a review of relevant documents and data, and have diligently  
9 pursued an investigation of Class Members' claims against Defendants. Based on their own  
10 independent investigation and evaluation, Class Counsel are of the opinion that the Settlement  
11 with Defendants for the consideration and on the terms set forth in this Stipulation of  
12 Settlement is fair, reasonable, and adequate and is in the best interest of the Plaintiff Class in  
13 light of all known facts and circumstances, including the risk of significant delay, the risks of  
14 demonstrating liability and damages at trial, defenses asserted by Defendants, and numerous  
15 potential appellate issues.

16       10.    This Settlement shall remain confidential until a stipulation for preliminary  
17 approval is filed with the Court (though the parties may discuss the proposed settlement with  
18 signatories and co-counsel).

19       11.    The Parties agree to cooperate and to take all steps necessary and appropriate  
20 to consummate this Settlement and to enter a judgment in this Action after all Settlement sums  
21 have been paid out in accordance with this Stipulation of Settlement.

22       12.    This Stipulated Settlement Agreement has the following requirements:

23       a.    Defendants will pay a total of \$2 million in a non-reversionary settlement fund  
24           (the "Total Settlement Amount"). The Total Settlement Amount will cover  
25           payments to the class; attorneys' fees; reasonable litigation expenses; service  
26           payments for the Class Representatives, named plaintiffs who were not  
27           appointed as class representatives (i.e., Nestor Arriaga and Alejandro Moreno,

1 who are referred to hereinafter as the “Other Named Plaintiffs”), and class  
2 members who were deposed in this Action; costs of administration; PAGA  
3 penalties; and the employees’ share of payroll taxes. The Defendants’ corporate  
4 payroll tax obligation shall be paid separately and in addition to the Total  
5 Settlement Amount.

6 b. As described in further detail below, this amount will be paid through a lump-  
7 sum payment of \$2,000,000, which shall be paid to the Settlement  
8 Administrator within ten (10) days after final approval.  
9 c. It is further understood and agreed that Defendants shall have no obligation to  
10 pay any person, entity, or organization more than the Total Settlement Amount,  
11 except for Defendants’ share of the payroll taxes related to the portion of the  
12 settlement payment attributable to wages, which shall be paid separately and in  
13 addition to the Total Settlement Amount.

14 13. This Settlement provides that payments shall be made by check to each Class  
15 Member (the “Settlement Check(s)”). Settlement Checks will go directly to each Class  
16 Member without the need to file a claim form. In other words, no Class Member will have to  
17 fill out and submit a claim form in order to receive a payment under this Settlement. The  
18 amount in each Settlement Check will be calculated using the specified workweek formula  
19 described in paragraph 14.h, below.

20 **TERMS OF THE SETTLEMENT**

21 14. NOW THEREFORE, in consideration of the mutual covenants, promises, and  
22 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

23 a. It is agreed by and among Plaintiffs and Defendants that the Action, and  
24 any class action claims, damages, or causes of action arising out of the facts alleged in the  
25 Action, whether specifically pled or otherwise, be fully and finally settled and compromised as  
26 between the Plaintiffs and Defendants, subject to the terms and conditions set forth in this  
27

1 Stipulation of Settlement and the approval of the Superior Court of California, Alameda  
2 County.

3                   b.        Effective Date: The Settlement embodied in this Stipulation of  
4 Settlement shall become effective when all of the following events have occurred: (1) this  
5 Stipulation of Settlement has been executed by all Parties and by counsel for the Plaintiff Class  
6 and Defendants; (2) the Court has given preliminary approval to the Settlement; (3) notice has  
7 been given to the Class Members, as provided herein; (4) the Court has held a Final Fairness  
8 Hearing and entered a final order approving this Settlement Agreement, entering a non-  
9 monetary judgment which allows the Court to retain jurisdiction over the parties and the case  
10 to enforce the terms of the Settlement Agreement, as necessary; (5) all payments are made to  
11 the Settlement Fund by Defendant as described in Paragraph 14.d, below; and (6) the following  
12 event occurs: (a) the order containing the Court's Final Approval of this settlement ("Final  
13 Approval Order") is filed, if no objections by Class Members have been filed or if any  
14 objections by Class Members have been withdrawn in writing prior to, or on the record at the  
15 Final Fairness Hearing, (b) the time for appeal expires, if an objection has been filed and not  
16 withdrawn, or (c) the final resolution of any appeal of objections occurs, if an appeal has been  
17 filed and not dismissed. In this regard, it is the Parties' intention that the Settlement shall not  
18 become effective until the Court issues its Final Approval Order, and there is no further  
19 recourse by an appellant or objector who seeks to contest the Settlement.

20                   c.        Total Settlement Amount: To implement the terms of this Settlement,  
21 Defendants agree to pay two million dollars (\$2,000,000), *i.e.*, the "Total Settlement Amount."  
22 Defendants represent that 737 persons worked for Legacy Roofing & Waterproofing Inc. as  
23 hourly construction employees, performing roofing work in California at any time between  
24 June 13, 2008 and December 13, 2017. The list of Class Members included in the settlement is  
25 attached hereto as **Exhibit 1**. Any Class Member who files a timely request for exclusion, as  
26 detailed below, will be excluded from the final Settlement Class.

d. Settlement Consideration: Subject to the provisions hereof, within ten (10) days after Final Approval Order is entered, Defendants will pay \$2 million and the employer's share of payroll taxes by wire transfer to the Settlement Administrator using wire instructions provided by the Settlement Administrator.

e. Net Settlement Amount and Settlement Payments: The Net Settlement Amount shall be calculated by deducting from the Total Settlement Amount all attorneys' fees and litigation costs, as approved by the Court, the enhancement awards to the Class Representatives, in an amount to be decided by the Court, not to exceed \$12,500 each, the enhancement awards to the Other Named Plaintiffs in an amount not to exceed \$5,000 each, enhancement awards to the class members who sat for depositions in an amount not to exceed \$1,000 each, the PAGA payment described below in subsection (n), and the fees and expenses of the Settlement Administrator (estimated to be \$10,500) ("Net Settlement Amount"). Funds allocated but not paid to the Settlement Administrator will be included in the Net Settlement Amount for distribution to the Class as described below.

f. The amounts in the Class Members' settlement payments will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount, as set forth below. Sixty days after the Settlement Checks have been issued and dispersed, the Settlement Administrator will send a reminder postcard to all Class Members who have not yet cashed their Settlement Checks, reminding them of the deadline for doing so.

(1) If, ninety (90) days after the Settlement Checks have been issued, checks totaling less than 96% of the net settlement fund are cashed by Class Members, the Settlement Administrator will conduct a secondary distribution, sending a second round of checks to those Class Members who cashed the first check. The Class Members' checks in this instance will be for a *pro rata* share of the net settlement fund remaining, based on the same formula described below; any funds remaining after the secondary distribution will be distributed on a *cy pres* basis as described below.

(2) If, ninety (90) days after the Settlement Checks have been issued, checks totaling 96% of the net settlement fund or more are cashed by Class Members, the remaining funds will be distributed on a *cy pres* basis, subject to Court approval. If approved by the Court, the *Cy Pres* Award Distribution Recipient will be Legal Aid at Work, a non-profit legal services organization, with the *cy pres* distribution earmarked for their workers' rights clinics based in Sacramento, East Palo Alto, and Watsonville, in equal amounts.

g. Settlement Awards to Class Members: Settlement Awards to Class Members will be disbursed by the Settlement Administrator on a *pro rata* basis based on the number of weeks worked (adjusted as described in this subsection g) by the individual Class Member for Defendants in a covered position during the Class Period. Because of Legacy's change of employment practices during the class period, the weeks worked by Class Members before 12/31/2015 will be valued at 2X; the workweeks between 12/31/15 and 12/31/17 will be valued at 1.5X; and the 2018 workweeks will be valued at 0.5X. The settlement amount shall be paid from the "Net Settlement Amount" according to the following formula: a *pro rata* share of the Net Settlement Amount shall be paid to each Class Member, based on the total number of weeks worked during the Class Period (multiplied by 0.5, 1.5, or 2, as described above) by each Class Member divided by the total number of weeks worked during the Class Period (multiplied by 0.5, 1.5, or 2, as described above) by all Class Members. In other words, each Class Member's *pro rata* share of the Net Settlement Amount is a fraction, with the individual Class Member's adjusted weeks worked as the numerator and the total number of adjusted weeks worked by all Class Members as the denominator.

h. The number of weeks actually worked by individual Class Members during the Class Period will be calculated by reference to Defendants' records, which will be presumed to be correct unless the Class Member timely disputes those records telephonically or in writing to the Settlement Administrator, in which case the Settlement Administrator will make a decision regarding the number of weeks worked by the Class Member based on the information provided to it. The amount of time worked will be rounded up or down to the

nearest workweek, except that Class Members who worked less than a workweek, but at least one day, will be treated as working one workweek for purposes of their settlement share calculation. The Settlement Administrator will determine both the number of adjusted weeks worked by the individual Class Members and the estimated individual settlement awards to be paid to each Class Member. The Settlement Administrator will provide the number of actual (unadjusted) weeks worked and the initial estimate of settlement award to the Class in the Class Member Information Form (“Information Form”), which will be included as a part of the proposed Notice of Proposed Settlement and Final Fairness Hearing Date for Court Approval (“Class Notice” or “Notice”).

- i. Following receipt of the Class Notices and Information Forms, Class Members may review the number of workweeks and Settlement Check amount estimates and send any proposed corrections back to the Settlement Administrator. Class Members may either postmark their corrected Information Forms and/or place a telephone call to the Settlement Administrator with their proposed correction within sixty (60) calendar days after the mailing of the Class Notices and Information Forms. Class Members may—but are not required to—submit evidence to the Settlement Administrator demonstrating that the Class Members' corrections are accurate. All disputes regarding weeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all such disputes will be final, binding, and non-appealable.

j. Allocation of Settlement Awards: All Class Members will be paid a settlement award based on the formula identified in the paragraph above. The individual Settlement Awards payable to eligible Class Members will be allocated as follows: 1/3 of the Class Members' settlement payments will be characterized as penalties, for which IRS Forms 1099 will be issued, 1/3 of the Class Members' settlement payments will be characterized as wages, for which IRS Forms W-2 will be issued, and 1/3 of the Class Members' settlement payments will be characterized as interest, for which IRS Forms 1099 will be issued. The Parties stipulate and agree that Defendants will pay the employer's share of payroll taxes

related to these Settlement Awards in addition to, and separately from, the amount specified as the Total Settlement Amount.

k. Attorneys' Fees and Litigation Costs: Subject to Court approval and/or modification, Defendant agree to pay out of the Total Settlement Amount Class Counsel's attorneys' fees, up to a maximum of 35% of the Total Settlement Amount (or \$700,000), plus litigation costs currently estimated to be \$130,000. Defendants further agree not to object to Plaintiffs' request for fees and costs in an amount not to exceed 35 percent of the Total Settlement Amount plus approximately \$130,000 in costs. Should the Court approve attorneys' fees and costs payments in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the requested amounts shall be included within the Net Settlement Amount.

1. Class Representatives' and Class Members' Enhancement Awards:

Subject to Court approval, Defendants further agree to pay (1) the 4 Class Representatives an enhancement award (“Enhancement Award”) from the Total Settlement Amount for their service as class representatives, up to a maximum of \$12,500 each; (2) the two Other Named Plaintiffs who were not appointed Class Representatives, in an amount of up to \$5,000 each; and (3) the nineteen Class Members who sat for depositions, in an amount of up to \$1,000 each, as shown on the list of proposed enhancement recipients, attached hereto as **Exhibit 2**. These enhancement awards, as approved by the Court, shall be paid from the Total Settlement Amount. Defendants will not object to Class Counsel’s application for Court approval of these enhancement awards. It is understood that the Enhancement Award payments are in addition to any claimed individual Settlement Award to which the Class Representatives, the Other Named Plaintiffs, or Class Members who were deposed are entitled. The Settlement Administrator will issue an IRS Form 1099 for the enhancement award payments to the Class Representatives, the Other Named Plaintiffs, and Class Members who were deposed for their service to the Class. Should the Court approve enhancement award payments in an amount less than that set forth above, the difference between the lesser amount approved by the Court

and the enhancement awards set forth above shall be included within the Net Settlement Amount.

m. Right of Class Members to Object or Request Exclusion: Class Members will have sixty (60) calendar days from the mailing of the Class Notice and Information Form within which to postmark an objection to the Settlement or to request exclusion (“opt out”) from the Class. Only Class Members who have not opted out may object. To object, a Class Member must mail a letter to the Settlement Administrator stating that he or she objects to the Settlement. This letter must include the Class Member’s name, address, telephone number, signature, and the reasons for the objection to the Settlement. To opt out, a Class Member must mail a letter to the Settlement Administrator stating that he or she wants to “opt out” or be excluded from this lawsuit. The Class Member requesting to opt out must include his or her name and a statement that they request exclusion from the class and do not wish to participate in the settlement. The Parties agree that upon receipt of a letter objecting to the Settlement or a letter requesting exclusion or opt out from the lawsuit or a letter stating a Class Member’s intent to appear at the Final Fairness Hearing, the Settlement Administrator shall contact Plaintiffs’ and Defendants’ Counsel and provide them with a copy of the letter. The Settlement Administrator shall contact Counsel within two (2) business days of receipt of such a letter. If a Class Member submits both an objection and a request to opt out, the Settlement Administrator and Class Counsel may contact the Class Member to clarify what the Class Member wishes to do with regard to the Settlement.

n. PAGA: Plaintiffs' Third Amended Complaint alleges potential claims for penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698 *et seq.* The Parties agree that all such claims for PAGA penalties have been settled in this Settlement in the amount of 1.5% of the Total Settlement Amount, or \$30,000, subject to approval by the Court. The PAGA penalties shall be allocated as follows: 75% (\$22,500) shall be paid to the LWDA, and the remaining 25% (\$7,500) shall be distributed to the Settlement Class Members.

o. No Reversion to Defendant: The Parties agree that no amount from any uncashed Settlement Checks or any other portion of the Total Settlement Fund will revert to Defendants.

## **NOTICE TO THE SETTLEMENT CLASS**

15. Within ten (10) calendar days of the Preliminary Approval Date, Defendants will provide the Class Members' identifying information to the Settlement Administrator, including social security numbers, dates of employment, and the last known mailing address and phone numbers. In the event there is missing contact information, the Parties will make their best efforts to obtain and provide the last-known data/information. This information shall be kept strictly confidential by the Settlement Administrator.

16. Upon its receipt of the list of names and identifying information, the Settlement Administrator shall access the National Change of Address (NCOA) Database, and update the addresses maintained by Defendants.

17. Within twenty (20) calendar days of the Preliminary Approval Date, the Settlement Administrator shall send, by first class mail, to all Class Members the Notice, attached hereto as **Exhibit 3** (and subject to Court approval) and Class Member Information Form, attached hereto as **Exhibit 4**. The Class Member Information Form shall notify each Class Member of the number of weeks worked within the Class Period and the estimate of their settlement payment. Class Members will have the opportunity to dispute their number of weeks worked by the Class Member. The Settlement Administrator shall also send text messages to those Class Members with phone numbers directing them to the Settlement Administrator's webpage regarding the Legacy settlement.

18. Within twenty (20) calendar days of the Preliminary Approval Date, the Settlement Administrator will also establish a website which shall make available all documents submitted to the Court in connection with the proposed settlement and all orders relating to the settlement.

19. Class Members will have sixty (60) days from the date the Settlement Administrator mails and emails the Notice to postmark objections, workweek disputes, and/or

requests for exclusion. The objections should be sent to the Settlement Administrator or Class Counsel and may be filed with the Court.

20. The Settlement Administrator will skip-trace returned or otherwise undeliverable mail and re-mail within two (2) business days. The Settlement Administrator will also collaborate with Plaintiffs' Counsel to find former-employee Class Members. Upon completion of these steps by the Settlement Administrator, the Parties and the Settlement Administrator shall be deemed to have satisfied their obligations to provide reasonable Notice to the Members of the Class. The affected Members of the Class (that is, Class Members who do not validly request to be excluded from the Class) shall remain Members of the Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Final Approval Order and Final Judgment.

21. If a Notice so mailed has not been returned within sixty (60) days of the mailing, it will be presumed that the Class Member received the Notice.

22. The Settlement Administrator shall provide to the Parties no later than seven (7) calendar days after the close of the opt-out period, a declaration specifying the due diligence it has undertaken with regard to the mailing of the Notice.

## SETTLEMENT AWARD PROCESS

23. Within ten (10) days of the Final Approval of Class Settlement, Defendants will pay a lump sum of two million dollars (\$2,000,000) to the Settlement Administrator plus the employer's share of payroll taxes.

24. Provided that all required payments of the lump sum and the employer's share of payroll taxes have been made to the Total Settlement Fund, the Settlement Administrator will then be responsible for making appropriate deductions, reporting obligations, and issuing the individual settlement awards. Payments to Class Members will be mailed by the Settlement Administrator within ten (10) calendar days after the Settlement becomes effective pursuant to section 14 (b) above. Settlement Checks shall remain valid and negotiable for

ninety (90) calendar days from the date of their issuance. If a Settlement Check has not been cashed by the Class Member within that time, the Class Member's claims will remain released by the Settlement and the Settlement Administrator will automatically cancel the check and distribute the unclaimed sums to Class Members or the *cypress* beneficiary, in accordance with this Stipulation, unless otherwise ordered by the Court.

25. If a Settlement Check sent to a Class Member is returned with a forwarding address provided by the United States Postal Service, it shall be re-mailed to the forwarding address provided. If a Settlement Check sent to a Class Member is returned as undeliverable by the United States Postal Service or is otherwise designated by the United States Postal Service as having been sent to an invalid address and the Class Member did not provide the Settlement Administrator with additional address information after the mailing of the Settlement Check, the Settlement Administrator shall contact Plaintiffs' Counsel to attempt to locate the Class Member. Similar to the process for finding former employee Class Members in order to provide Notice, the Settlement Administrator should use all reasonably available and accessible means, such as skip traces, to find updated and current addresses.

26. Thirty (30) calendar days before the expiration of the 90-day period, the Settlement Administrator will send a notice to Class Members who have been sent Settlement Checks but who have not cashed them reminding them of the expiration of the 90-day period. As noted above, uncashed Settlement Checks will be cancelled and those unclaimed sums will be either distributed to those Class Members cashing their checks or delivered to the *cypres* beneficiary as described in section 14(f), unless otherwise ordered by the Court.

**RELEASE BY THE CLASS**

27. Upon final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, Plaintiffs, on their own behalf and as Class Representatives, and all Class Members (“Releasing Parties”) shall release and discharge Defendants Legacy Roofing & Waterproofing, Inc., Rogers Legacy, LLC, LRS, Inc.,

1 and their present and former owners, parent companies, subsidiaries, related or affiliated  
2 companies, partners, officers, directors, employees, agents, attorneys, accountants, insurers,  
3 successors and assigns, and any other person acting on their behalf and Defendants Robert B.  
4 Laubach and John G. Winslow, and their individual and respective heirs, spouses,  
5 beneficiaries, trustees, agents, attorneys, accountants, insurers, successors and assigns, and any  
6 other person or persons acting on their individual behalf (“Released Parties”), from any and all  
7 causes of action, claims, rights, damages, punitive or statutory damages, penalties, demands,  
8 obligations, debts, liabilities, wages, benefits, attorneys’ fees, expenses and costs, and losses,  
9 whether at law or in equity, whether under federal, state, and/or local law, statute, ordinance,  
10 regulation, common law, or other source of law, (a) that were brought in the Action; or (b) that  
11 arise out of the facts alleged in the Third Amended Complaint and/or that could have been pled  
12 based on the factual allegations in the Third Amended Complaint, including without limitation  
13 all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and  
14 the California Business and Professions Code, claims for restitution and other equitable relief,  
15 liquidated damages, punitive damages, or waiting time penalties from June 13, 2008 until  
16 November 13, 2018 (“Released Claims”).

17       28. In addition, the Class Representatives Miguel Romero, Raul Pulido Solis,  
18 Alfonso Garcia Andrade, and Claudio Moreno and Plaintiff Nestor Arriaga understand and  
19 expressly agree that in exchange for their general release of claims and to compensate them for  
20 initiating the Action, performing work in support of the Action, and undertaking the risk of  
21 liability of attorneys’ fees and expenses in the event they were unsuccessful in the prosecution  
22 of the Action, each of them will receive an enhancement award of up to twelve thousand five  
23 hundred dollars (\$12,500) for the Class Representatives and up to five thousand dollars  
24 (\$5,000) for Plaintiff Nestor Arriaga and Alejandro Moreno as approved by the Court. For the  
25 Class Representatives and Plaintiff Nestor Arriaga, this Agreement extends to all claims of  
26 every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or  
27 present, which the Class Representatives and Plaintiff Nestor Arriaga have or may have against

1 the Released Parties, and all rights under section 1542 of the California Civil Code are hereby  
2 expressly waived. Such section reads as follows:

3  
4 A general release does not extend to claims which the creditor does not know or  
5 suspect to exist in his or her favor at the time of executing the release, which if known  
6 by him or her must have materially affected his or her settlement with the debtor.

7  
8 29. Additionally, the Releasing Parties acknowledge that, pursuant to the terms of  
9 the Settlement Agreement, they have released claims for unpaid wages, overtime, missed meal  
10 and rest periods, reporting time pay, waiting time penalties, record keeping violations,  
11 reimbursements, and interest in this Agreement. Releasing Parties further acknowledge that  
12 Defendants contested these claims on a factual basis and that the settlement reached herein is a  
13 compromised resolution of those disputed claims.

#### 14 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

15 30. The Parties shall promptly submit this Stipulation of Settlement to the Alameda  
16 County Superior Court of California in support of Plaintiffs' Motion for Preliminary Approval  
17 and determination by the Court as to the Settlement's fairness, adequacy, and reasonableness.  
18 Promptly upon execution of this Stipulation of Settlement, the Parties shall apply to the Court  
19 for the entry of an Order Preliminarily Approving the Settlement, and the following:

20 a. Approving the Class Settlement Administrator;  
21 b. Approving as to form and content the Class Notice;  
22 c. Approving as to form and content the Information Form;  
23 d. Approving the manner and method for Class Members to request exclusion  
24 from the Settlement;  
25 e. Preliminarily approving the settlement subject only to the objections of Class  
26 Members and final review by the Court;

f. Scheduling a Fairness Hearing on the question of whether the Settlement, including payment of attorneys' fees and costs, PAGA allocation, and the Class Representatives' and Class Members' enhancement awards should be finally approved as fair, reasonable, and adequate as to the Members of the Class.

## **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

31. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Counsel for the Class will submit a proposed Judgment on Final Approval of Settlement and Retention of Jurisdiction:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the enhancement award payments to the Class Representatives and Class Members; and
- d. Retaining jurisdiction over the Parties to enforce the terms of the judgment, pursuant to California Rules of Court, Rule 3.769.

## SETTLEMENT TERMINATION

32. In the event that (a) the Court declines to enter final approval of the Settlement or to enter the Judgment or any part thereof as provided for herein, or the Parties hereto fail to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter such alternate form of Judgment; or (b) any conditions to the Settlement are not satisfied; or (c) the Court disapproves this Settlement, or any term contained in this Settlement, including any amendments hereto, and such disapproval becomes final by reason of being affirmed on appeal or lapse of time or otherwise; or (d) the Court approves this Settlement, including any amendments hereto, but any such judgment and approval is finally reversed on appeal; or (e) Defendants fail to fund the Settlement and continues to fail to fund

1 the Settlement after written notice provided by Class Counsel via electronic mail; in any such  
2 event ((a) through (e)), this Settlement shall be void, and the Preliminary Approval Order and  
3 the Final Approval Order and Judgment, if any, shall be vacated upon application to the Court.  
4 In such event, (a) this Stipulation and the Settlement shall be terminated and become void, (b)  
5 any actions taken or to be taken in connection with this Stipulation and the Settlement shall  
6 become void and of no effect; and (c) all pretrial proceedings, including discovery, shall  
7 resume 30 (thirty) days thereafter as if this Settlement had not been proposed for approval of  
8 the Court.

9

#### **PARTIES' AUTHORITY**

10

11       33. The signatories hereto hereby represent that they are fully authorized to enter  
12 into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions  
13 thereof.

14

#### **MUTUAL FULL COOPERATION**

15

16       34. The Parties agree to fully cooperate with each other to accomplish the terms of  
17 this Stipulation of Settlement, including but not limited to, execution of such documents and  
18 taking such other actions as reasonably may be necessary to implement the terms of this  
19 Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best  
20 efforts, including all efforts contemplated by this Stipulation of Settlement and any other  
21 efforts that may become necessary by order of the Court, or otherwise, to effectuate this  
22 Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution  
23 of this Stipulation of Settlement, Plaintiffs' Counsel shall, with the assistance and cooperation  
24 of Defendants and their counsel, take all necessary steps to secure the Court's final approval of  
25 this Stipulation of Settlement.

26       35. The Parties agree that they will not attempt to encourage or discourage Class  
27 Members from submitting Requests for Exclusion and will not discourage Class Members  
from participating in the Settlement.

## **NO PRIOR ASSIGNMENTS**

36. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

## ENFORCEMENT ACTIONS

37. In the event that one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

## CONSTRUCTION

38. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of arm's-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

## CAPTIONS AND INTERPRETATIONS

39. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

## MODIFICATION

40. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

## INTEGRATION CLAUSE

41. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

## **BINDING ON ASSIGNS**

42. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

## CLASS MEMBER SIGNATORIES

43. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release.

## COUNTERPARTS

44. This Stipulation of Settlement may be executed in counterparts and by facsimile or electronically-scanned signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with

1 other signed counterparts, shall constitute one Stipulation of Settlement, which shall be binding  
2 upon and effective as to all Parties.

3 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
4 Stipulation of Settlement and Release as of the dates set forth below:

5 **Plaintiffs and Class Representatives:**

6  
7 PLAINTIFF MIGUEL ROMERO

8  
9 Dated: 12/06/18 By:   
10 Miguel Romero

11 PLAINTIFF RAUL PULIDO SOLIS

12  
13 Dated: 12-06-18 By: Raul Pulido  
14 Raul Pulido Solis

15 PLAINTIFF ALFONSO GARCIA ANDRADE

16  
17 Dated: 12-06-18 By: Alfonso Garcia  
18 Alfonso Garcia Andrade

19 PLAINTIFF CLAUDIO MORENO

20  
21 Dated: 12-07-2018 By: Claudio Moreno  
22 Claudio Moreno

23 PLAINTIFF NESTOR ARRIAGA

24  
25 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
26 Nestor Arriaga

1 **Defendants:**

2  
3 LEGACY ROOFING & WATERPROOFING, INC.

4  
5 Dated: 12/7/18

6 By:   
7 Its Authorized Officer or Agent

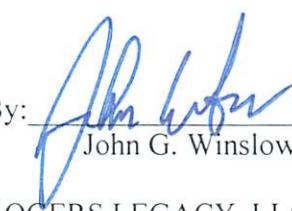
8  
9 ROBERT B. LAUBACH

10  
11 Dated: 12/7/18

12 By:   
13 Robert B. Laubach

14  
15 JOHN G. WINSLOW

16  
17 Dated: 12/7/18

18 By:   
19 John G. Winslow

20  
21 ROGERS LEGACY, LLC

22  
23 Dated: 12/7/18

24 By:   
25 Its Authorized Officer or Agent

26  
27 LRS, INC.

28  
29 Dated: 12/7/18

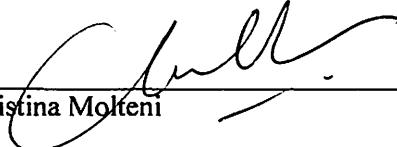
30 By:   
31 Its Authorized Officer or Agent

1 **APPROVED AS TO FORM.**

2 **Plaintiffs' Counsel and Class Counsel:**

4 Dated: 12.06.12

MOLTENI EMPLOYMENT LAW

5 By:   
6 Cristina Molteni

8 Dated: \_\_\_\_\_

9 GIBBS LAW GROUP LLP

10 By:   
Steven M. Tindall

11 **Defendants' Counsel:**

13 Dated: \_\_\_\_\_

14 HOPKINS & CARLEY  
15 A LAW CORPORATION

16 By:   
17 Ernest Malaspina  
Erika Gasaway  
Shirley E. Jackson

1 **APPROVED AS TO FORM.**

2 **Plaintiffs' Counsel and Class Counsel:**

3  
4 Dated: \_\_\_\_\_ MOLTENI EMPLOYMENT LAW

5  
6 By: \_\_\_\_\_  
7 Cristina Molteni

8 Dated: \_\_\_\_\_ GIBBS LAW GROUP LLP

9  
10 By: \_\_\_\_\_  
11 Steven M. Tindall

12 **Defendants' Counsel:**

13 Dated: 12/7/18

14 HOPKINS & CARLEY  
15 A LAW CORPORATION

16 By: \_\_\_\_\_  
17 Ernest Malaspina  
18 Erika Gasaway  
19 Shirley E. Jackson

# EXHIBIT 1

Num	Employee	SS No	Hire Date	Release Date	Pay	
1	Aceves, David J.		4/4/2016	8/31/2016		
2	Acosta, Marcos Fernando		10/17/2016	3/9/2017		
3	Afoa, Nelson Kaleo		6/8/2016	7/14/2016		
4	Aguila, Alejandro Reynoso		8/25/2014	9/9/2017		
5	Aguilar, Antonio		4/17/2017	7/21/2017		
6	Aguilar, Jesus Omar Chavez		9/18/2008	3/26/2009		
7	Aguilar, Jose Alberto Birrueta		4/24/2015	2/16/2018		
8	Aguilar, Marvin Gomez		12/9/2015	12/18/2015		
9	Aguilar, Robert		5/9/2008	11/14/2008		
10	Alamillo, Victor Ruiz		9/24/2015	6/3/2016		
11	Alanis, Fernando Rodriguez		8/20/2008	12/5/2008		
12	Alcaraz, C., Roberto		1/16/2012	8/31/2012		
13	Alcaraz, Ignacio L.		2/21/2002			
14	Alcaraz, Joaquin		11/1/2011	11/14/2011		
15	Alcaraz, Luis		1/16/2012	8/31/2012		
16	Alcaraz-Castanon, Roberto		9/4/2012			
17	Alegre IV, Alejo Alex		5/15/2017			
18	Alegre, Salvador Jose		8/25/2014			
19	Almada, Johnny Ochoa		5/15/2017	10/20/2017		
20	Alvardao, Anthony A.		5/30/2017	8/10/2017		
20	Alvarado, Anthony A.		6/4/2018			
21	Alvarado, Gustavo Barajas		7/17/2008	11/7/2008		
22	Alvarez, Juan J.		9/16/2008	4/2/2009		
23	Alvarez, Mauricio		7/16/2003	2/28/2012		
24	Alvarez, Mauricio.		4/2/2012			
25	Alvarez-Montiel, Daniel		11/2/2015			
26	Alvizar, Pedro		9/29/2008			
27	Ambrocio M., Fermin		3/14/2017	9/30/2017		
28	Amescua, Rafael Martinez		10/4/2010	7/8/2011		
29	Andrade, Alfonso Garcia		10/11/2010	10/21/2011		
30	Andrade, Emilio M.		5/22/2013	12/31/2015		
31	Andrade, Manuel Garibay		8/29/2011	10/21/2011		
32	Andrade, Martin M.		12/20/2004	2/25/2014		

Num	Employee	SS No	Hire Date	Release Date	Pay
33	Andres, Jose Carlos		4/5/2017		
34	Anolin, David B.		8/24/2011	1/31/2012	
35	Aparicio, Cristian Yovani		10/13/2014	1/28/2015	
36	Araiza, Christian Bustamante		11/17/2014	11/13/2015	
37	Arcea, Lorenzo		7/5/2016	8/18/2016	
38	Archila, Angel Antonio		5/1/2008	9/23/2008	
39	Arensdorf, Daniel S.		6/16/2014	7/21/2014	
40	Argueta, Ricardo		5/21/2013	5/30/2013	
41	Arjona, Jose Raul		10/28/2009	3/22/2010	
42	Arreguin-Garcia, Fidel		8/9/2005	1/29/2009	
43	Arriaga, Nestor F.		8/24/2009	9/26/2014	
44	Arroyo-Castro, Noel Alexis		3/20/2017	9/15/2017	
45	Avalos, Luis Castellanos		8/30/2010	7/15/2011	
46	Avila, Antonio		6/8/2016	6/18/2016	
47	Avila, Jose Casas		5/2/2017	5/12/2017	
48	Ayala, Michael Angel		9/3/2014	10/4/2014	
49	Ayo, Todd Logan		3/23/2015	4/17/2015	
50	Baker, Brandon D.		10/21/2015	10/29/2015	
51	Balbi, Dylan Kyle		5/1/2008	9/15/2009	
52	Balestrieri, Kyle David		8/25/2014	2/4/2015	
53	Banda, Eduardo N.		6/12/2017		
54	Barajas, Manuel Ochoa		9/21/2016	4/10/2018	
55	Barbontin, Victor Zamora		10/30/2015	3/4/2016	
56	Barnett, Conner Z.		5/23/2016	7/28/2016	
57	Barragan, Armando Ramirez		5/14/2012	4/3/2013	
58	Barrera, Gerardo Cervantes		6/16/2008	4/2/2009	
59	Barron, Cristian Bulfranco V.		6/8/2016	6/10/2016	
60	Basinger, Alexander C.		6/9/2014	7/4/2014	
61	Basinger, Roland Todd		9/12/2011	12/29/2011	
62	Baxter, Christopher P		7/26/2011	8/26/2011	
63	Becerra, Francisco C		4/22/2002	12/11/2008	
64	Becerra, Jose P		10/25/2010	8/4/2011	
65	Becerra, Saul Eloy Santos		2/5/2016		

Num	Employee	SS No	Hire Date	Release Date	Pay
66	Beck, Christopher W.		8/12/2008	12/30/2008	
67	Beck, Garrett Andrew		8/17/2015	1/20/2017	
67	Beck, Garrett Andrew		5/29/2018		
68	Becknall, Joshua Paul		10/28/2010	12/21/2010	
69	Benham, Garrett W.		5/30/2017	8/3/2017	
70	Bergeron, Joseph Alexander		7/10/2012	10/5/2012	
71	Berkeland, Cole Woodrow		6/26/2017	8/31/2017	
72	Bernabe, Jorge David Toledano		10/6/2014	6/19/2015	
73	Bernal, Richard E.		7/23/2009		
74	Berzinski, Christian Yves		2/18/2013	11/1/2013	
75	Berzinski, Jeremy Lee		1/27/2013	7/3/2013	
76	Betancourt, Raul Fonseca		6/10/2013	2/3/2014	
77	Birrueta, Erasmo		8/6/2013	9/26/2013	
78	Birrueta, Erik Daniel		8/28/2013	12/2/2013	
79	Birrueta, Juan		3/6/2013	3/21/2014	
80	Blean, Skyler Sean		6/8/2016	9/3/2016	
81	Blubaugh Jr., Jeffery Ray		5/20/2013	8/16/2013	
82	Bodner, Quintin Alexander		6/1/2016	4/14/2017	
83	Borunda, Gene P.		4/5/2010	4/9/2010	
84	Bravo Jr., Ramon		7/18/2011	6/19/2012	
85	Bravo, Cuauhtemoc S		7/29/2013	11/10/2014	
86	Bravo, Jorge Gutierrez		5/8/2012	3/10/2017	
87	Browdy, Michael C. Houston		10/27/2015	11/19/2015	
88	Brown, Nicholas B.		5/31/2011	1/11/2012	
89	Buenrostro, Sergio		8/20/2008	10/1/2008	
90	Cabadas, Librado		6/30/2008	9/30/2008	
91	Cabrera, Angel A. Garcia		6/24/2013	9/26/2013	
92	Cabrera, Jesus Palma		7/9/2015	12/11/2015	
93	Cabrera, Omar Orona		7/11/2013	10/17/2013	
94	Cachopo, Bradley Anthony		5/20/2015	7/31/2015	
95	Calderon, Luis Antonio Reyes		7/18/2011	11/20/2013	
96	Caldwell, Michael Weston		6/27/2011	8/5/2011	
97	Caldwell, Robert Joseph		5/18/2015	8/19/2015	

Num	Employee	SS No	Hire Date	Release Date	Pay
98	Camacho, Esgar Jimenez		8/21/2017	4/16/2018	
99	Camacho, Estephan		11/26/2012	2/27/2013	
100	Campos H., Celestino		7/11/2011	2/16/2012	
101	Campos H., Francisco		7/11/2011	2/15/2012	
102	Campos, Alejandro Moreno		7/27/2011	6/6/2014	
103	Campos, Gerardo		3/30/2011	3/15/2012	
104	Campos, Jesus Abran Moreno		11/29/2010	2/11/2011	
105	Candee, Timothy Edward		8/10/2009	1/18/2010	
106	Canseco, Manuel Amador		6/13/2016		
107	Capasso III, Steven F.		2/8/2016		
108	Cardenas, Miguel Angel Amezcuea		11/18/2015		
109	Carmona, Miguel Angel Vasquez		12/12/2016		
110	Carrasco, Jaime		7/15/2013	12/13/2013	
111	Carreto, Oscar Perez		5/23/2016		
112	Carrillo, John Robert		5/31/2013	6/20/2013	
113	Carter, Travis A.		6/8/2012	8/10/2012	
114	Casas, Oliver		7/16/2007	7/24/2008	
115	Castanon, Antonio A		3/3/2004	8/30/2011	
116	Castanon, Luis Alcaraz		9/4/2012	12/16/2013	
117	Castellanos, Paul E.		1/23/2011	2/3/2012	
118	Castillo, Damian		5/23/2016		
119	Castorena, Juan Javier		2/4/2013	4/17/2014	
120	Castorena, Mario Rafael		5/21/2007		
121	Castrejon, Manuel Lara		7/9/2014	2/25/2015	
122	Castro, Jesus		5/8/2012	1/4/2013	
123	Cazarez-Vega, Rodolfo		8/31/2010	9/16/2011	
124	Cecena, Joe Louis		10/17/2016	11/13/2016	
125	Centeno, Romeo Walter		10/7/2013	11/1/2013	
126	Cervantes, Alejandro		3/14/2008		
127	Chaidez, Gustavo		11/2/2017		
128	Chairez Z., Miguel		8/7/2007	1/7/2009	
129	Chatelle, Zachary John		8/29/2011	12/9/2011	
130	Chavarin, Jose Polanco		7/5/2016	7/18/2016	

Num	Employee	SS No	Hire Date	Release Date	Pay
131	Chavez, Juan Manuel		3/21/2007	3/27/2015	
132	Chavez, Luis Miguel Chavez		8/30/2010	3/26/2015	
133	Chavez, Rogelio		6/8/2009	3/26/2015	
134	Cisneros, Jose DeJesus		6/21/2010	7/20/2010	
135	Clark, James Louis		2/24/2016	6/24/2016	
136	Clark, Rylley Mathew		6/13/2016	8/4/2016	
137	Collazo S., Faustino		6/2/2014	6/10/2014	
138	Colon, Adam F.		4/27/2015	7/13/2015	
139	Contreras R., Alberto		6/27/2011	1/18/2013	
140	Cordova, Julio Cesar		8/7/2012	9/21/2012	
141	Coronado, Blas Coronado		5/9/2006	7/9/2009	
142	Correa, Francisco		6/15/2015	1/7/2016	
143	Correa, Humberto Morales		11/11/2009	9/9/2010	
144	Cortes, Jose A. Farias		2/29/2008	12/2/2008	
145	Cortez III, Feliciano		3/12/2013	5/22/2015	
146	Cortez M, Damaso		10/25/2010	11/12/2010	
147	Cortez, Jaime Albert		8/4/2008	10/10/2008	
148	Cotuc, Eswin		4/15/2014	12/10/2014	
149	Cruz, Orlando Cruz		6/13/2016	4/26/2018	
150	Cruz, Paul Solomon		11/2/2015	2/25/2016	
151	Cruz, Waldemar		6/8/2016		
152	Cuesta, Reyes Ignacio		11/17/2015	5/3/2016	
153	Cuevas, Javier		5/22/2017	2/7/2018	
154	Damian-Ruiz, Efrain		1/15/2013	2/14/2013	
155	Daye, Nehemiah Kovon		6/8/2016	7/22/2016	
156	De Leon G., Jorge		6/8/2004	6/9/2010	
157	DeLa Rosa., Fernando		2/21/2011	7/16/2014	
158	DelaRosa, Juan		7/25/2005	3/30/2015	
159	DelaRosa, Salvador		11/26/2003		
160	DeLaRosa., Juan		11/17/2014	3/2/2018	
161	Delchini, John Thomas		2/26/2013	5/10/2013	
162	Delgado, Ivan Osiris Perez		9/7/2011	12/9/2011	
163	Deltoro, Juan Moreno		6/25/2012	6/18/2013	

Num	Employee	SS No	Hire Date	Release Date	Pay
164	Denny, Nicholas Cornely		6/8/2016	6/26/2017	
165	Devora, Hugo Sosa		9/20/2011	2/16/2012	
166	Diaz, Florentino Favela		9/30/2013		
167	Diaz, Jerzy E.		10/10/2016		
168	Diaz-Adrianza, David Jesus		3/23/2010	2/12/2011	
169	Dominguez, Francisco Javier Heredia		8/13/2009	8/26/2009	
170	Duarte, Victor		4/20/2009	12/20/2013	
171	Dyer, Michael Rhys		12/2/2013	1/31/2014	
172	Eastman, Jason M.		7/11/2011	12/9/2011	
173	Enriquez, Abraham Martin		4/6/2015	5/22/2015	
174	Erickson, Johnathan Michael		7/10/2017	9/1/2017	
175	Escalante, Manuel		12/4/2015	11/2/2017	
176	Escobar, Miguel A		4/20/2015		
177	Escobedo, Victor Everett Nunez		4/6/2010	10/7/2010	
178	Esparza, Jr., Gilberto		5/29/2014	6/13/2014	
179	Espinoza G., Juan A.		6/18/2008	6/18/2008	
180	Espinoza, Pedro		11/6/2013	4/30/2014	
181	Estrada, Mario Rosales		4/27/2015	4/7/2016	
182	Faga, Usolelei		5/2/2011		
183	Fajardo, Jose J Benitez		9/13/2010	9/24/2010	
184	Farias, Marcos		3/3/2008	12/2/2008	
185	Farmer, Justin Paul		6/2/2008	7/29/2009	
187	Favela, Jose Onesimo Zazueta		11/17/2010	9/21/2012	
188	Felix, Eduardo Ureno		8/7/2017	8/22/2017	
189	Fernandez, Jose Luis		1/15/2014	2/3/2015	
190	Fernandez, Juventino		9/20/2011	4/1/2016	
191	Fierro, Gerardo		11/17/2015		
192	Figueroa, Octavio Alejandro		5/8/2012	9/11/2012	
193	Fihaki, Siosiua F.		2/25/2002	6/24/2011	
194	Fiorini, John M.		4/26/2015	6/30/2016	
195	Flores, Efrain Maldonado		6/30/2015	3/3/2017	
196	Flores, Eloy Quezada		9/9/2013	1/24/2014	

Num	Employee	SS No	Hire Date	Release Date	Pay
197	Flores, German Gonzalez		6/30/2016	4/6/2017	
198	Flores, Jorge		2/17/2015	3/6/2015	
199	Flores, Luis Alfonso Elvira		8/18/2014	12/10/2014	
200	Flores, Manuel Gonzalez		9/15/2016	4/6/2017	
201	Flores, Mario		8/12/2008	8/12/2011	
202	Flores, Roman Gonzalez		9/15/2016	4/6/2017	
203	Fraide, Alberto		3/23/2015	4/17/2015	
204	Fregoso, Refugio G.		10/21/2008	12/5/2008	
205	Fuentes, Christopher		8/8/2017	8/23/2017	
206	Fuentes, Horacio		2/19/2008	3/5/2009	
207	Fuentes, Jose Guadalupe		11/10/2008	9/10/2010	
208	Fuentes, Jr., Jose		7/10/2008	11/7/2008	
209	Gallegos, Jesus		6/21/2005	6/13/2014	
210	Garcia Y, Hector M.		7/2/2009	10/23/2009	
211	Garcia, Benigno Lobatos		10/16/2008	12/5/2008	
212	Garcia, David L.		5/18/2015	11/30/2017	
212	Garcia, David L.		6/4/2018		
213	Garcia, Gerardo Alvarez		11/7/2011	12/9/2011	
214	Garcia, Guillermo G.		7/16/2014	5/16/2016	
215	Garcia, Guillermo R		6/6/2016		
216	Garcia, J. Jesus Rendon		6/9/2009	9/18/2009	
217	Garcia, Javier		8/3/2012	1/18/2013	
218	Garcia, Jorge Arturo Ramos		2/10/2015	3/6/2015	
219	Garcia, Jose		6/10/2013	9/27/2013	
220	Garcia, Leonard Emmanuel		3/24/2014	3/19/2015	
221	Garcia, Lucio Alfredo		8/7/2012	9/21/2012	
222	Garcia, Mariano Sanchez		7/12/2011	10/17/2012	
223	Garcia, Oracio C.		1/19/2011	4/26/2011	
224	Garcia, Ramiro Angeles		6/27/2011	12/21/2012	
225	Garcia, Rito M.		1/14/2003		
226	Garcia, Robert Liston		6/4/2014	4/17/2015	
227	Garcia, Silvestre Hernandez		10/9/2017	10/10/2017	
228	Garcia, Victor		7/8/2011	7/13/2011	

Num	Employee	SS No	Hire Date	Release Date	Pay
229	Garibaldo, Luis Jose		6/27/2011	3/5/2015	
230	Garibaldo, Oscar N. Hernandez		5/21/2012	10/4/2012	
231	Garibay, Johnathan Alexander		8/6/2015	8/6/2015	
232	Gaterrez, Francisco		10/12/2015	10/27/2015	
233	Gibson, Christopher D.		7/18/2011	7/29/2011	
234	Glines, Dylan Duane		6/7/2010	7/30/2010	
235	Gomez, Alfredo Valdez		5/6/2015		
236	Gomez, Anthony Angel		11/29/2010	8/4/2011	
237	Gomez, Carlos		8/14/2017	9/8/2017	
238	Gomez, Eloy Arias		3/7/2008	12/19/2008	
239	Gomez, Ermes A. Gonzalez		8/24/2009	7/19/2010	
240	Gomez, Gustavo Garcia		9/23/2013	8/19/2014	
241	Gomez, Jesus		10/1/2008	12/31/2008	
242	Gomez, Joe Angel		10/25/2010	8/4/2011	
243	Gomez, Jose Antonio		10/11/2010	11/27/2012	
244	Gomez, Julio Cesar Roman		6/29/2009	3/22/2012	
245	Gomez, Luis		8/6/2009	11/23/2011	
246	Gomez, Mariano Ramirez		6/27/2011	4/9/2012	
247	Gomez, Patrick John		8/5/2013	7/16/2015	
248	Gomez, Rafael Pena		7/26/2010	10/28/2010	
249	Gomez, Rodolfo Raul		10/12/2016	11/4/2016	
250	Gonzales Jr., Alberto		8/20/2013		
251	Gonzales, Antonio Ricardo		6/23/2014	7/11/2014	
252	Gonzalez, Arnulfo		5/30/2014	7/11/2014	
253	Gonzalez, Arturo		7/13/2010	8/27/2010	
254	Gonzalez, Humberto Lopez		5/29/2014		
255	Gonzalez, Humberto Venegas		7/6/2015		
256	Gonzalez, Ivan Becerril		6/25/2016		
257	Gonzalez, Jesus		6/1/2016	6/7/2016	
258	Gonzalez, Jr., Roberto Buitron		11/17/2014	11/13/2015	
259	Gonzalez, Juan Antontio Rodriguez		7/19/2016	11/18/2016	
260	Gonzalez, Mario Garcia		4/24/2015		
261	Gonzalez, Martin		9/9/2014	12/31/2015	

Num	Employee	SS No	Hire Date	Release Date	Pay
261	Gonzalez, Martin Gonzalez		6/20/2016		
262	Gonzalez, Nestor Gonzalez		6/8/2016	8/23/2016	
263	Gonzalez, Nicholas D		4/6/2010	6/18/2010	
264	Grageola, Armando G.		3/23/2010	9/30/2017	
265	Grageola, Jose A. Garcia		10/3/2017		
266	Green, Royal D.		6/29/2017	9/20/2017	
267	Green, Whanya Ranad		6/5/2017	8/10/2017	
268	Grijalva, Ivo		8/5/2013	12/12/2013	
269	Grizzle, Jonathon Davis		7/16/2012	8/3/2012	
270	Gudino, Aureliano		8/5/2008	1/6/2009	
271	Gudino, Mariano Pacheco		8/13/2008	10/23/2008	
272	Guerrero, Guillermo		5/12/2008	10/27/2008	
273	Guerrero, Jesus Antonio		7/11/2013	10/7/2013	
274	Guerrero, Manuel		7/5/2006	4/23/2009	
275	Guevara, Armando R.		7/22/2013	9/27/2013	
276	Gutierrez, Christian		11/5/2008		
277	Gutierrez, Ismael R.		6/3/2002	12/1/2010	
278	Gutierrez, Luis Alberto Carmona		4/30/2014	3/17/2015	
279	Gutierrez, Moses		5/23/2016	5/27/2016	
280	Guzman, Cristian Elias Arangure		8/11/2014	10/14/2014	
281	Hales, Michael Vincent		10/5/2010	12/16/2010	
282	Harker, John Douglas		9/20/2013	9/4/2015	
283	Harvey, Matthew Lewis		9/29/2010	8/29/2011	
284	Haynes, Austin Tyler		6/18/2015	9/4/2015	
285	Haynes, Preston Kyle		5/27/2014	8/28/2014	
286	Heath, Tristan Daniel		6/16/2016		
287	Heath, Tyler Martin		6/10/2013	5/21/2014	
288	Hernandez H., Roberto		7/11/2016	8/12/2016	
289	Hernandez, Alfredo		11/29/2010	7/6/2011	
290	Hernandez, Carlos Alberto		8/6/2009	8/4/2010	
291	Hernandez, David Lopez		7/18/2014		
292	Hernandez, Eduardo L Madrid		6/6/2012	4/26/2013	
293	Hernandez, Eduardo L. Madrid		6/13/2014	8/28/2014	

Num	Employee	SS No	Hire Date	Release Date	Pay
294	Hernandez, Elvin A. Martinez		10/13/2014	5/6/2015	
295	Hernandez, Ernest Henry		8/29/2011	9/22/2012	
296	Hernandez, Felipe Martinez		8/29/2011	10/5/2011	
297	Hernandez, Felipe.		5/7/2012	3/14/2013	
298	Hernandez, J. Refugio		2/14/2008	12/6/2008	
299	Hernandez, Juan Bernardo		5/29/2012	10/12/2012	
300	Hernandez, Juan Donaldo Razo		4/30/2015	7/22/2015	
301	Hernandez, Manuel Rivera		8/12/2011	9/21/2012	
302	Hernandez, Michael Paul		3/23/2015	3/23/2015	
303	Hernandez, Raul Rivera		8/28/2008	1/12/2009	
304	Hernandez, Ruben Alexander		6/6/2016	3/17/2017	
305	Hernandez, Sixto		7/10/2012	10/23/2012	
306	Hernandez, Victor		5/10/2011	5/31/2011	
307	Hislop, Christopher Michael		12/8/2014	9/14/2015	
308	Holguin, Jesus		11/17/2015	7/20/2017	
309	Honodel, Patrick James		11/11/2009	5/2/2011	
310	Huerta-Gallardo, Felipe De Jesus		3/12/2002		
311	Ibarra, Esteven S.		9/15/2003	6/30/2010	
312	Ibarria, Alfredo F.		6/9/2009	1/24/2011	
313	Infante, Joel		10/22/2007	2/19/2010	
314	Iniguez, Macario		8/21/2008	10/3/2008	
315	Jaymes, Alejandro		5/23/2016	7/29/2016	
316	Jimenez, Izek A.		10/3/2017	10/30/2017	
317	Jimenez, Jesus Alberto Cruz		6/5/2017	6/6/2017	
318	Joaquin, Andres		3/25/2013	1/3/2014	
319	Joaquin, Peter		7/11/2013	8/20/2013	
320	Johnson, Blake Robert		6/19/2017	7/24/2017	
321	Johnson, Shon Michael		9/14/2015	11/6/2015	
322	Jones, Adam C.		6/15/2009	4/6/2012	
323	Juache, Jose Guadalupe Rocha		2/25/2008	10/21/2008	
324	Juarez, Jose Estrada		7/30/2014	11/26/2014	
325	Jurevich, Jonathan Andrew		5/30/2017	8/10/2017	
325	Jurevich, Jonathan Andrew		6/4/2018		

Num	Employee	SS No	Hire Date	Release Date	Pay
326	Kalfopoulos, Nicholas Anthony		10/24/2016		
327	Karaman, Andrew Y		6/18/2013	7/9/2013	
328	Kaser, Garrett A.		10/7/2013	10/31/2014	
329	Kelly, Christopher W.		2/10/2014	10/2/2014	
330	Kirkendall, Jacob J.		3/31/2014	10/23/2015	
331	Kleinsmith, Asher Michael		6/20/2017	8/25/2017	
332	Koch, Stephen M.		12/2/2013	6/23/2014	
333	Kugler, Daniel Boyd		8/30/2011	12/23/2011	
334	Kyler, Andrew J.		8/16/2010	9/24/2010	
335	Laija III, Felix Reymondo		6/30/2014	7/16/2014	
336	Landa, Hector Renato Orozco		6/27/2011	11/3/2011	
337	Landa, Rigoberto H.		5/31/2017	6/2/2017	
338	Landa, Rigoberto Herrera		6/13/2017	7/27/2017	
339	Lara, Eduardo L.		2/26/2008	12/10/2008	
340	Lara, Juan C.		3/31/2014	10/31/2014	
341	Larios, Jesus Romero		8/18/2008	12/5/2008	
342	Laubach, Chase		5/31/2017	8/9/2017	
342	Laubach, Chase		5/31/2018	6/2/2018	
343	Laubach, Colby R.		5/10/2017	8/12/2017	
343	Laubach, Colby R.		12/18/2017		
344	Laubach, Trent D.		5/30/2017	8/21/2017	
344	Laubach, Trent D.		5/29/2018		
345	Laurel, Francisco J. Romero		6/27/2011	11/3/2011	
346	Laycock, Benjamin T.		7/20/2015	8/6/2015	
347	Ledesma, James Matthew		8/8/2017	11/3/2017	
348	Lee, Matthew Kelly		6/15/2015	7/17/2015	
349	Lemuz, Manuel Hernandez		6/10/2013	6/28/2013	
350	Leon, Rafeal		8/21/2008	3/19/2009	
351	Leyva, Leonardo		6/24/2013	9/27/2013	
352	Lizarraga, Joaquin E. Rios		9/29/2014	10/2/2014	
353	Lomeli, Ramon		9/9/2008	2/27/2009	
354	Lopez G., Saul		7/1/2013	11/11/2013	
355	Lopez, Aquiles Duenas		6/13/2014	10/18/2014	

Num	Employee	SS No	Hire Date	Release Date	Pay
356	Lopez, Eleazar		6/27/2011	7/21/2011	
357	Lopez, Felipe		6/6/2014		
358	Lopez, Humberto Mora		9/10/2014	9/17/2014	
359	Lopez, Israel		6/27/2011	12/15/2011	
360	Sandoval, Jorge A. Lopez		5/4/2017		
360	Lopez, Jorge Alberto		8/25/2014	11/14/2015	
361	Lopez, Jose Angel Barragan		6/25/2012	6/27/2012	
362	Lopez, Leonel Gonzalez		6/23/2015	11/6/2015	
363	Lopez, Luis Rey Cruz		10/2/2008	3/24/2009	
364	Lopez, Manuel Rosales		7/30/2014	8/8/2015	
365	Lopez, Matthias Elijah		6/5/2013	7/8/2013	
366	Lopez, Porfirio Lopez		1/12/2016	10/31/2016	
367	Lopez, Ramon		8/5/2013	10/11/2013	
368	Lopez, Ramon Torres		6/15/2012	8/23/2012	
369	Lopez, Roberto Cruz		11/3/2008	1/27/2009	
370	Lopez, Salvador A.		12/15/2014		
371	Lopez, Williams Omar Paz		2/9/2016		
372	Lopez., Carlos Lopez		6/9/2009	1/25/2012	
373	Lozano, Marco		6/6/2014	9/18/2014	
374	Luna, Daniel		7/21/2014	8/8/2014	
375	Luques, Adalberto Lopez		7/13/2010	5/24/2011	
376	Macias-Marquez, Martin		7/22/2013	11/1/2013	
377	Madrigal, Luis		3/10/2008	9/12/2008	
378	Magana, Jesus A		4/30/2014	8/22/2014	
379	Mahoni, Pauli		4/17/2007		
380	Maldon, Jose A Maldonado		3/7/2013	4/26/2013	
381	Maldonado, Uriel		8/13/2009	8/26/2009	
382	Maravilla, Manuel Cortes		3/11/2013	3/29/2013	
383	Mariaca, Hector		3/5/2009	1/4/2013	
384	Marquez, Leonardo Romo		10/25/2010	6/3/2011	
385	Martin, Michael B		3/9/2010	6/1/2010	
386	Martinez J, Jose Luis		8/2/2010	11/18/2010	
387	Martinez, Alberto Lopez		6/30/2008	10/17/2008	

Num	Employee	SS No	Hire Date	Release Date	Pay
388	Martinez, Daniel		11/5/2013	2/28/2017	
389	Martinez, Gilberto Vargas		1/4/2016	1/26/2016	
390	Martinez, Ignacio M		7/14/2005	7/31/2008	
391	Martinez, Jose		9/30/2013		
392	Martinez, Leonel		11/17/2015	12/22/2016	
393	Martinez, Marcelo Medina		7/3/2007	3/19/2010	
394	Martinez, Ramon Alva		8/3/2012	5/10/2013	
395	Martinez., Daniel		2/6/2017		
396	Mata, Juan Jose		3/10/2016	3/23/2017	
397	Mata-Bravo, Fortino		6/2/2014	3/26/2015	
398	Matias, Jesus		6/25/2016		
399	McEwen, James		7/21/2011	9/21/2011	
400	Medrano, George		5/29/2012	6/8/2012	
401	Mejia, Miguel Angel Guillen		7/11/2016	3/17/2017	
402	Mendez, Abel Arebalos		7/18/2008	11/21/2008	
403	Mendez, Emanuel Garcia		3/21/2013	4/19/2013	
404	Mendez, Roberto Estrada		7/22/2008	9/18/2008	
405	Mendoza, Alfonso Bucio		9/30/2011	11/2/2012	
406	Mendoza, Daniel		10/26/2015	3/8/2016	
407	Mendoza, Eduardo		5/14/2008	10/23/2008	
408	Mercado, Alejandro Cortes		10/25/2010	11/12/2010	
409	Mercado, J. Carlos Cortes		1/6/2009		
410	Meyer, Christopher Stephen		11/7/2011	9/30/2013	
411	Meza, Arnaldo Nava		6/5/2013	10/11/2013	
412	Minelli, Anthony Michael		6/2/2008	11/20/2008	
413	Miranda, Luis Armando		7/11/2013	7/16/2013	
414	Miranda, Miguel		12/17/2014		
415	Molina S., Joel		4/1/2013	6/12/2013	
416	Molina, Guillermo M.		7/16/2008	8/7/2008	
417	Moncada, Cristian Pinon		7/19/2005	10/22/2008	
418	Montalvo, Emilio Andrade		1/2/2016		
419	Morales C., Humberto		10/29/2003	10/12/2009	
420	Morales, Alfredo		5/22/2017	9/15/2017	

Num	Employee	SS No	Hire Date	Release Date	Pay
421	Morales, Jorge A.		6/28/2017		
422	Morales, Jorge Ambrocio		4/29/2015	5/26/2017	
423	Morales, Sebastian		4/4/2011	4/25/2011	
424	Moran, Brian Jesus		8/12/2014	8/12/2015	
425	Moran, Juan Martin		10/11/2010	8/26/2011	
426	Moreno C., Alejandro		11/3/2008		
427	Moreno, Claudio		6/21/2005	9/6/2016	
428	Moreno, Felipe Villalobos		7/20/2017	2/7/2018	
429	Moreno, Javier		3/16/2010	11/11/2016	
430	Moreno, Javier A		11/23/2015		
431	Moreno, Jesus A.		5/8/2012	2/13/2013	
432	Moreno, Jorge Esteban		9/27/2016		
433	Moreno, Jose De Jesus		9/30/2013	2/2/2018	
434	Moreno, Pascual Guerra		6/23/2006		
435	Morrison, Michael T		6/17/2013	8/8/2013	
436	Munoz, Alejandro Garcia		8/6/2008	12/1/2008	
437	Munoz, Jose Elias		6/6/2006		
438	Munoz, Jose L. Hurtado		11/2/2016		
439	Munoz, Noah Christian		6/8/2016	6/24/2016	
440	Munoz, Raul Torres		3/11/2008	8/22/2008	
441	Murguia, Jesus M		5/23/2005		
442	Murguia, Jorge		5/23/2005	9/9/2008	
443	Murguia, Miguel A.		4/1/2013		
444	Murguia, Simon Pedro		7/23/2012	10/22/2012	
445	Murillo, Raul Muniz		3/18/2014		
446	Navarro Jr., Filiberto		7/29/2008	8/28/2008	
447	Navarro, Armando		10/14/2015	5/13/2016	
448	Neilsen, Timothy H.		9/10/2013	6/13/2014	
449	Nelson, Frank		7/17/2007	11/6/2008	
450	Nelson, Jacob Michael		9/26/2011	11/12/2011	
451	Nevarez, Isidro		7/1/2009	12/11/2010	
452	Niederlander, Jonathan Joseph		2/15/2016	10/18/2016	
453	Nieto, Jaime Guerrero		9/26/2016		

Num	Employee	SS No	Hire Date	Release Date	Pay
454	Nieves, Anthony Allen		6/12/2008	6/28/2013	
455	Nieves, Omar Romero		7/18/2011	4/10/2015	
456	Novelo, Isaac J		8/20/2012	9/3/2013	
457	Novelo, Nathan Anthony		9/12/2011	2/28/2017	
458	Nowak, Jacob Alexander		5/30/2017	8/4/2017	
458	Nowak, Jacob Alexander		5/29/2018	6/22/2018	
459	Nowak, Justin Michael		6/19/2017	8/4/2017	
460	Ochoa Jr., Francisco		10/31/2016	2/1/2017	
461	Ochoa, Jorge Barajas		11/9/2015	2/16/2018	
462	Ochoa, Manuel Barajas		11/9/2015	8/19/2016	
463	Olivarria, Justin Kirk		7/5/2011	7/1/2013	
464	Olmos, Alberto		6/20/2017	8/8/2017	
465	Onitsuka, Bradley Buck		11/21/2016		
466	Ontiveros, Zenaido Favela		12/8/2010	2/27/2015	
467	Ordaz, Reynaldo Rios		2/4/2008	12/29/2008	
468	Orosco, Juan		8/22/2014	2/4/2015	
469	Orozco, Armando		8/28/2014	8/28/2014	
470	Ortega, Macario C.		3/12/2002		
471	Ortega, Ramon Mora		5/14/2013	9/3/2013	
472	Ortiz, Federico Diaz		7/7/2009	11/18/2009	
473	Ortiz, Jose Antunez		9/14/2009	3/18/2010	
474	Ortiz, Jose M. Antunez		10/22/2007	4/3/2009	
475	Ortiz, Manuel Alejandro		3/11/2014	7/8/2014	
476	Oswald, Joel Brian		10/28/2010	11/3/2010	
477	Pacheco, Fernando Jimenez		1/5/2017		
478	Pacis, Brian Michael		8/11/2009	1/30/2012	
479	Padilla, Andrew Anthony		7/6/2017	7/19/2017	
480	Padilla, Oliverio Omar Diaz		1/15/2013	5/20/2015	
481	Palacios, Tomas		6/24/2013	1/3/2014	
482	Palafox, David		4/4/2011	4/9/2011	
483	Palmer, Chase Daniel		6/4/2014	7/2/2014	
484	Palomares, Christian		4/22/2013	8/16/2016	
485	Pare, Jon-Mark Phillip		3/3/2014	11/7/2014	

Num	Employee	SS No	Hire Date	Release Date	Pay
486	Paredes Jr., Christopher Arnold		8/20/2009	9/16/2009	
487	Partida, Ernesto Espinoza		5/23/2013	3/6/2015	
488	Pascual, Dexter Javier		3/6/2017	3/7/2017	
489	Pascual, Dindo Pascual		3/6/2017	3/7/2017	
490	Pascual, Junborg Pascual		3/6/2017	3/7/2017	
491	Paulino, Jose Ortega		5/30/2014		
492	Pedraza, Rigoberto		5/8/2012	10/18/2012	
493	Pena, Miguel		7/19/2010	10/28/2010	
494	Penick, Kyle Evan		6/1/2017	7/21/2017	
495	Perez, Eduardo		8/31/2011	4/20/2012	
496	Perez, Gregorio M.		1/3/2013		
497	Perez, Jose		3/9/2010	11/4/2010	
498	Perez-Arriaga, Maximo		3/12/2014	7/29/2014	
499	Peru, Nicholas Salvador		5/27/2014	8/8/2014	
500	Petrehn, Nolan Bryce		6/8/2011	7/28/2011	
501	Petrehn, Spencer A.		5/3/2011	12/9/2011	
502	Pezzini, Joseph Stefano		7/11/2017	8/29/2017	
503	Pilkington, Michael David		5/20/2008	7/11/2008	
504	Pimienta, Agustin		8/13/2009	8/23/2010	
505	Pimienta, Jose DeJesus		5/23/2007	5/15/2014	
506	Pineda, Erik A.		12/7/2015	5/17/2016	
507	Pinkney, Kyle Michael		8/15/2013	9/18/2013	
508	Polanco, Jose Tadeo		6/3/2002	10/31/2016	
509	Prenda, Victor Costa		2/3/2015	3/6/2015	
510	Quinonez, Pedro		1/16/2008	4/1/2009	
511	Quintero S., Joaquin Armando		4/27/2008	4/2/2013	
512	Quintero, Oswaldo		8/22/2012	4/18/2013	
513	Quiroz R., Salvador		4/11/2016	6/14/2016	
514	Raass, David		9/30/2015	3/21/2018	
515	Rafael R., Santiago		8/13/2009	8/26/2009	
516	Ramirez, Evaristo		4/10/2017	2/1/2018	
517	Ramirez, Henry Ruben		12/1/2015	1/31/2017	
518	Ramirez, Jesus		10/11/2010	1/28/2011	

Num	Employee	SS No	Hire Date	Release Date	Pay
519	Ramirez, Marcos Lopez		5/2/2011	12/14/2012	
520	Ramirez., Jesus		3/1/2011	3/5/2011	
521	Ramos, Aldo		10/26/2015	2/19/2016	
522	Ramos, Jesus D. Patino		2/3/2015	3/6/2015	
523	Rangel, Hilario Linares		5/23/2016	7/29/2016	
524	Rangel, Salvador		7/1/2005	9/26/2008	
525	Rau, Todd Kendall		8/19/2009	11/6/2009	
526	Rebollar, Cesar		6/30/2009	8/5/2009	
527	Rebollar, Cesar Loya		6/27/2011	9/21/2012	
528	Rendon, Jose		2/5/2008	8/11/2008	
529	Revier, Michael E.		9/19/2013	10/2/2013	
530	Revuelta, Carlos Alberto Trejo		1/17/2011	2/4/2011	
531	Revuelta, Jesus Antonio		11/25/2015	12/9/2015	
532	Reyes, Alexander Russell		6/27/2011	10/22/2012	
533	Reyes, Jose		10/8/2007	6/10/2010	
534	Reyes, Jose Luis Flores		6/20/2006		
535	Reyes, Luis M		7/20/2010		
536	Reyes, Russell Rene		10/15/2008	12/5/2008	
537	Reyez, Eleazar Quiroz		4/11/2016	8/26/2016	
538	Reyna, Luis Rubio		5/5/2011	2/7/2013	
539	Reynoso, Manuel		5/8/2012	6/27/2012	
540	Rider, John W.		12/1/2014	12/1/2014	
541	Rios, J. Carlos		1/19/2011	1/16/2014	
542	Rios, Jose		4/19/2017	2/1/2018	
543	Rios, Jose Luis		9/29/2014	3/13/2015	
544	Rivas G., Francisco J.		3/12/2002		
545	Rivera, Daniel F. Lopez		1/27/2016	3/8/2016	
546	Rivera, Juan Cruz		1/19/2011	5/23/2011	
547	Rivera, Marcelino F. Gonzalez		12/8/2014		
548	Rivera, Ricardo		8/13/2009	8/26/2009	
549	Rivera, Rodrigo Rivas		7/30/2014	9/30/2014	
550	Rivera., Juan Cruz		6/27/2011		
551	Rodarte, Jose P. Espinoza		8/30/2010	6/7/2011	

Num	Employee	SS No	Hire Date	Release Date	Pay
552	Rodriguez DeLaCruz, Luis		7/26/2010	11/12/2010	
553	Rodriguez, Bladimir Velazquez		9/27/2016		
554	Rodriguez, Efrain		4/23/2008	10/17/2008	
555	Rodriguez, Francisco		8/18/2008	1/8/2009	
556	Rodriguez, Jose A.		3/31/2011	4/29/2011	
557	Rodriguez, Juan Carlos		8/1/2011		
558	Rodriguez, Louie Rey		11/14/2011	3/10/2012	
559	Rodriguez, Manuel Romero		5/14/2012	2/1/2013	
560	Rodriguez, Michael Mike		7/25/2011	7/28/2011	
561	Rodriguez, Miguel Bautista		7/9/2012	8/3/2012	
562	Rodriguez, Moises		6/14/2007	12/6/2011	
563	Rodriguez, Rene		4/19/2006		
564	Rodriguez., Jorge A.		12/6/2011	2/8/2012	
565	Rojas Jr., Guillermo		12/1/2009	10/10/2012	
566	Rojas Jr., Robert David		8/7/2013	8/12/2013	
567	Rojas, Robert		8/31/2011	4/19/2012	
568	Roman, Gabriel Ortega		6/18/2012	6/29/2012	
569	Romero, Antonio Correa		7/15/2014	4/10/2015	
570	Romero, Dzahuindanda A		3/26/2010	8/8/2015	
571	Romero, Edward Joseph		11/2/2009	11/5/2009	
572	Romero, Eric John		10/29/2012	11/9/2012	
573	Romero, Jose Alberto		7/20/2015	1/29/2016	
574	Romero, Miguel		3/10/2008	1/24/2012	
575	Romero, Peter Jacob		12/19/2016	1/25/2017	
576	Romero, Salvador		10/11/2010	5/27/2011	
577	Rosales, Alfonso G.		3/16/2009	6/15/2009	
578	Ruiz, Jose Manuel Tirado		4/11/2016	4/25/2016	
579	Ruiz, Juan Carlos		9/21/2007	9/19/2009	
580	Ruiz, Robert Raymond		6/20/2017	7/14/2017	
581	Ruiz, Ruben Parra		12/14/2009	12/1/2010	
582	Rykowski, Robert M.		10/6/2015	10/13/2015	
583	Salazar, Adolfo		9/27/2010	6/22/2012	
584	Salazar, Garret Miles		6/7/2016	8/4/2016	

Num	Employee	SS No	Hire Date	Release Date	Pay
585	Salazar, Ramon R.		8/9/2011	8/12/2011	
586	Salcedo, Humberto		5/23/2006	10/5/2012	
587	Saldana, Jesus		8/19/2008	9/30/2008	
588	Salgado, Benjamin		5/16/2011	9/23/2015	
589	Salgado, Benjamin P.		3/22/2006	12/3/2010	
590	Salinas, Julio		9/26/2011	2/8/2013	
591	Sanchez, Carlos Enrique		3/24/2010	7/2/2010	
592	Sanchez, Dionel		12/12/2016	8/4/2017	
593	Sanchez, Faustino Rodriguez		10/11/2010	5/13/2011	
594	Sanchez, Giovanni A. Cardona		10/20/2015	2/2/2016	
595	Sanchez, Gustavo		1/17/2011	2/24/2012	
596	Sanchez, Jorge L.		6/21/2006	2/23/2011	
597	Sanchez, Jose A. Gallegos		6/22/2011	10/28/2013	
598	Sanchez, Manuel Cirilo Soto		3/6/2013	8/15/2013	
599	Sanchez, William A.		6/13/2005	10/17/2013	
600	Sandoval, Jesus Daniel Lara		12/6/2016	12/22/2016	
601	Sandoval, Joseph Andres		7/11/2013	8/2/2013	
602	Sandoval, Juan Pablo Coyazo		5/12/2011	8/12/2011	
603	Sandoval, Luis Santiago		9/26/2017		
604	Santos, Angel M.		1/26/2016	6/29/2017	
605	Santos, Cesar Martinez		1/27/2016	6/29/2017	
606	Sapp, Victor Valdez		6/29/2017		
607	Saucedo, Leonel Jimenez		1/5/2017	6/30/2017	
608	Schafer, Jacob Joseph		12/17/2012	12/28/2012	
609	Schivo, Conner Daniel		6/22/2015	8/12/2015	
610	Schivo, Evan Lane		6/12/2012	8/3/2012	
611	Schjei, Gary B.		1/24/2006	12/19/2008	
612	Schwall, John R.		6/11/2012	2/7/2013	
613	Scoz, Albino		9/18/2013	11/27/2013	
614	Sendejas, Manuel Cruz		6/8/2015	11/11/2015	
615	Sepulveda, Jose Garcia		10/11/2010	10/25/2010	
616	Sepulveda, Maclovio		10/5/2011	10/18/2012	
617	Serbantes, Brian Ramirez		7/19/2016	3/3/2017	

Num	Employee	SS No	Hire Date	Release Date	Pay
618	Servacio, Eduardo Laguna		6/19/2014	11/11/2014	
619	Sgheiza-Hughes, Zachary Wayne		3/17/2015	7/10/2015	
620	Sheets, John Jeffrey		6/12/2014	8/6/2014	
621	Showalter, Loren Olen		10/3/2011	1/3/2012	
622	Shyshka, Trevor Michael		5/2/2011	6/1/2011	
623	Sialesa, Malaitai P		6/21/2016	7/15/2016	
624	Sickenberger, Eric Sean		2/1/2013	7/26/2013	
625	Silva, Luciano Q.		8/3/2010	1/8/2015	
626	Silva, Salvador Mendez		4/11/2016	9/7/2016	
627	Sims, Walter J.		1/17/2005		
628	Siqueiros, Abel		5/9/2006	12/17/2008	
629	Smith, Benjamin W.		6/27/2016		
630	Smith, Brian Keith		8/2/2011	8/9/2011	
631	Solis Hdz, Jose Luis		6/8/2016	8/5/2016	
632	Solis, Edgar		7/12/2016	2/2/2018	
633	Solis, Eric Benavides		4/25/2016	12/7/2016	
633	Solis, Eric Benavides		3/23/2018		
634	Solis, Gonzalo		5/15/2012	2/12/2013	
635	Solis, Javier		6/12/2006	2/18/2010	
636	Solis, Miguel		7/12/2016	2/2/2018	
637	Solis, Oscar		6/19/2017	7/14/2017	
638	Solis, Raul Pulido		10/11/2010	2/3/2012	
639	Soliz, Fernando Benabidez.		6/26/2017		
640	Soliz, Fernando Benavidez		3/11/2014	1/22/2016	
641	Solorio, Blas Sanchez		8/15/2017		
642	Sosa, Pedro		8/25/2009	6/11/2010	
643	Soto, Gilbert R.		10/28/2013	1/9/2015	
644	Soto, Miguel Rios		8/24/2009	11/19/2009	
645	Soto., Miguel Rios		7/11/2013	3/30/2015	
646	Stephens, Erik S.		6/29/2015		
647	Stephens, Isaias Sebastian Lopez		10/13/2008	2/10/2009	
648	Stephens, Jason John David		9/14/2009	1/29/2010	
649	Stephens, Michael A.		8/17/2009	1/8/2010	

Num	Employee	SS No	Hire Date	Release Date	Pay	
650	Stephens, Samuel B.		3/12/2013	8/15/2014		
651	Sturges, Benjamin Jeffrey		8/14/2017	1/15/2018		
652	Sturges, Nicholas B.		7/10/2017	3/9/2018		
653	Swanston, Kelly Martin		6/5/2012	2/1/2013		
654	Taufa, Solame Tofa		5/14/2008	7/1/2010		
655	Tausinga, Timote Ilivai		8/24/2006	9/17/2010		
656	Tayamen Jr., Eddy R.		8/11/2009	1/3/2014		
657	Taylor, Joshua M		9/28/2015			
658	Tejada, Valentin		4/20/2017	6/21/2017		
659	Tercero, Jose Arevalos		8/28/2017	9/14/2017		
660	Terrones-Nava, Hector Alonso		7/6/2015	12/31/2015		
661	Tirado, Carlos Antonio		4/11/2016	9/8/2016		
662	Tirado, Hector		1/16/2008	12/16/2008		
663	Tirado, Ismael		3/14/2017	3/31/2017		
664	Tiwari, Kapil		9/6/2011	3/28/2015		
665	Todd, Christopher James		7/8/2013	9/26/2013		
666	Toledano, Francisco		7/18/2014	1/30/2015		
667	Torculas, Jared Michael		5/31/2017	8/10/2017		
667	Torculas, Jared Michael		6/4/2018			
668	Torres, David Fuentes		9/21/2015	3/3/2016		
669	Torres, Jesus Fuentes		11/11/2008	1/19/2018		
670	Torres, Jonathan		7/25/2017			
671	Torres, Jose A.		1/6/2011	8/3/2012		
672	Torres, Jose Arturo		10/29/2014	11/12/2014		
673	Torres, Juan Jose Chavez		5/4/2017	7/6/2017		
674	Torres, Perfecto Fuentes		11/11/2008	6/18/2010		
675	Tovar, Francisco		4/14/2011	2/9/2012		
676	Trejo, Carlos R.		7/16/2008	6/14/2011		
677	Trent, Billy Joe		11/1/2010	11/12/2010		
678	Trujillo, Jose Jesus		7/24/2009	10/30/2009		
679	Tzul, Gerardo		7/27/2011	2/7/2012		
680	Uyoa, Jorge		4/13/2015			
681	Valadez, Arnulfo Arias		7/1/2013	3/19/2015		

Num	Employee	SS No	Hire Date	Release Date	Pay
682	Valdovinos, Vidal H.		6/1/2017	3/13/2018	
682	Valdovinos, Vidal H.		4/30/2018		
683	Valenzuela, Juan C. Fletes		7/2/2008	3/19/2009	
684	Valenzuela, Olegario		9/24/2013	9/24/2013	
685	Valenzuela, Vicente Escamilla		4/10/2017		
686	Valle, Alejandro Vargas		7/14/2011	10/24/2011	
687	Vanillo, Giovanni S		10/27/2014	9/14/2017	
688	Vargas R., Antonio		1/24/2006	5/21/2009	
689	Vasquez, Jerry Domonic		7/11/2011	7/11/2011	
690	Vasquez, Gonzalo		12/16/2015		
691	Vasquez, Jesus		8/31/2010	1/30/2013	
692	Vasquez, Saul Miguel		11/7/2011	2/24/2012	
693	Vazquez, Francisco J		7/6/2015	8/3/2015	
694	Vazquez, Jose A Palomares		10/15/2013		
695	Vega, Isaias Cazares		5/15/2012	8/2/2012	
696	Vega, Rafael Francisco Ruiz		9/30/2016	9/30/2016	
697	Velasco, Angel Rosales		6/25/2016		
698	Velazquez, Fabian Garcia		9/6/2006	1/28/2011	
699	Velazquez, German Fabian		8/7/2008	9/14/2009	
700	Velazquez, Jorge Armando		5/8/2017	6/7/2017	
701	Velez, Juan Antonio		8/26/2013	12/13/2013	
702	Venegas, Jose Francisco Espinoza		8/24/2009	8/24/2009	
703	Ventura P., Rafael		10/11/2010	6/17/2011	
704	Villa, Jose Antonio		9/4/2012	2/12/2013	
705	Villa, Marcos Pineda		1/25/2011	8/12/2011	
706	Villareal, Jose Antonio		5/23/2007	2/23/2010	
707	Villareal, Jose Antonio		3/19/2010	6/21/2012	
708	Villarreal III, Clemente Faustino		6/13/2017	8/11/2017	
708	Villarreal III, Clemente Faustino		6/4/2018		
709	Villazana, Victor Alfonzo		8/15/2016		
710	Villicana, Alfredo		11/7/2011	5/6/2013	
711	Vizcaino, Eduardo Villa		5/8/2012	10/3/2014	
712	Wadas II, Gregory Stanley		6/24/2013	9/26/2013	

Num	Employee	SS No	Hire Date	Release Date	Pay
713	Wagener, Jacob Ryan		1/5/2015	12/28/2016	
714	Wagener, Joshua Rocky		6/8/2015	9/2/2016	
715	Warden, Dillon Patrick		10/11/2016	11/7/2016	
716	Weaghington, Anthony L.		9/9/2013	9/26/2013	
717	Whitehurst, Corey J.		7/1/2008	10/31/2008	
718	Whitson, Cyrus Z.		7/18/2006	1/2/2014	
719	Wilson, Bryan R.		4/8/2010	7/2/2010	
720	Wilson, Jory D		6/27/2011	7/1/2011	
721	Winslow, Beau D.		6/7/2017		
722	Winslow, Kyle James		6/7/2016		
723	Winslow, Tyler Jaymes		9/27/2010	5/19/2011	
724	Wysocki, Ryan Julian		6/9/2014	8/23/2014	
725	Yanez, Rogelio		7/24/2012	3/1/2013	
726	Yepez, Orlando Ignacio		6/7/2016	9/16/2016	
727	Zabala P., Victor Manuel		8/29/2007	4/10/2009	
728	Zaguilan R., Rogelio		7/19/2010	8/27/2010	
729	Zambrano, Santos Manuel Sanchez		11/2/2017		
730	Zamora-Fernandez, Andres		9/22/2016		
731	Zapien, David Hernandez		5/5/2008	11/23/2008	
732	Zaragoza, Abelardo		5/18/2015	10/23/2015	
733	Zarajczyk, David R.		6/2/2006	9/6/2012	
734	Zarate, Adrian G		10/7/2013		
735	Zavala, Isaias Silva		2/27/2013	5/17/2013	
736	Zavala-Garcia, Raul		4/24/2008	9/12/2008	
737	Zollo, Tanner Ray Allen		5/14/2012	5/17/2012	
738	Zuniga, Jose Juan Soto		3/29/2016	9/16/2016	

## EXHIBIT 2

***Romero et al. v. Legacy Roofing & Waterproofing, Inc.***  
**Class Representatives' and Class Members Awards**

Witness	Role	Award
1. Miguel Romero	<b>Class Representative</b>	12,500
2. Raul Pulido Solis	Class Representative	12,500
3. Alfonso Garcia Andrade	Class Representative	12,500
4. Claudio Moreno	Class Representative	12,500
5. Nestor Arriaga	<b>Named Plaintiff (discovery)</b>	5,000
6. Alejandro Moreno	Named Plaintiff (discovery)	5,000
7. Jesus Omar Aguilar	<b>Deponent (P)</b>	1,000
8. Jose Manuel Antunez	Deponent (P)	1,000
9. Gene Borunda	Deponent (P)	1,000
10. Julio Cordova	Deponent (P)	1,000
11. Mariano Sanchez Garcia	Deponent (P)	1,000
12. Raul Zavala Garcia	Deponent (P)	1,000
13. Manuel Guerrero	Deponent (P)	1,000
14. Carlos Hernandez	Deponent (P)	1,000
15. Patrick Honodel	Deponent (P)	1,000
16. Joel Infante	Deponent (P)	1,000
17. Manuel Hernandez Lemuz	Deponent (P)	1,000
18. Saul Lopez	Deponent (P)	1,000
19. Adalberto Lopez Luques	Deponent (P)	1,000
20. Manuel Reynoso	Deponent (P)	1,000
21. Salvador Romero	Deponent (P)	1,000
22. Ramon Salazar	Deponent (P)	1,000
23. Alfredo Villicana	Deponent (P)	1,000
24. Ignacio Alcaraz	Deponent (D)	1,000
25. Mauricio Alvarez	Deponent (D)	1,000
Total		79,000

# EXHIBIT 3

**LEGAL NOTICE**  
**SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA**

*The Alameda County Superior Court authorized this Notice. This is **not** a solicitation from a lawyer.*

**If you were employed by Legacy Roofing & Waterproofing, Inc., as an hourly construction employee, between June 12, 2008 and December 13, 2017, you may be eligible to receive a Settlement Check in the mail.**

***Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>You May:</b>	<b>Summary:</b>
<b>Do Nothing</b>	If you do nothing and the Court approves the settlement, a Settlement Check will be mailed to the address on this Notice.  If your address has changed, you should follow the directions in Section 9 to provide an updated address so that you can receive a Settlement Check.  All Class Members who do not “opt out” will receive a Settlement Check. There is no need to file anything in order to receive a Settlement Check.
<b>Exclude Yourself (“Opt Out”)</b>	If you “opt out” of the lawsuit, you <b>would not</b> be mailed a Settlement Check. But you would keep your right to sue on your own regarding any claims that are part of the Settlement. Go to Section 12 for directions on how to “opt out.”
<b>Object</b>	<i>Any</i> employee who does not opt out may object to the Settlement. If you think the Settlement is unfair, you may submit a letter stating why you do not like the Settlement. Go to Section 14 for directions on how to object.
<b>Speak at the Final Fairness Hearing</b>	Class Members may be permitted to appear and speak to the Court if they submit either a Notice of Intent to Appear or a written objection. Go to Section 16 for directions on how to submit a Notice of Intent to Appear and to Section 14 for how to object
<b>The deadline for making this decision is: _____, 2019</b>	
<b>Legacy will not retaliate against you for participating in this settlement</b>	

# **BASIC INFORMATION**

## **1. Why did I get this Notice?**

The Court is providing this Notice to inform you and other Class Members about the proposed Settlement of this class action lawsuit before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, your options, who is eligible to receive the Settlement Checks and other benefits under the Settlement, and how to get them. If the Settlement is ultimately approved by the Court, the Settlement Checks will then be mailed to Class Members.

Judge Winifred Smith, of the Superior Court of California for Alameda County is overseeing this class action. The lawsuit is known as *Romero et al. v. Legacy Roofing & Waterproofing, Inc. et al.*, Civil Case No. RG12634384.

## **2. What is this lawsuit about?**

This lawsuit claims that Legacy violated the California Labor Code as well as Industrial Welfare Commission, Wage Order Number 16-2001 (“Wage Order 16”) and California’s Unfair Competition Law by failing to pay all hours worked, including wages for time at the jobsite, yard time in the mornings and afternoons, mandatory safety meetings, and travel time from the yard to jobsites and back to the yard; failing to pay an overtime premium; failing to pay for reporting time; failing to provide rest periods, second meal periods, and wage statements that complied with applicable legal requirements; and failing to reimburse employees for uniform expenses. Legacy has denied all of these claims.

## **3. What is a class action and who is involved?**

In a class action lawsuit, the “Class Representatives” (in this case, Miguel Romero, Raul Pulido Solis, Alfonso Garcia Andrade, and Claudio Moreno) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The people who sue are called the “Plaintiffs.” The company or persons they sued (in this case, Legacy, Robert B. Laubach, John G. Winslow, Rogers Legacy, LLC, and LRS, Inc.) are called the “Defendants.” One court resolves the issues for everyone in the Class. All decisions that this Court makes concerning the Settlement will affect all Class Members.

## **4. Why is there a Settlement?**

Instead of going to trial, the Plaintiffs and the Defendants attended a mediation (or negotiation session), and later on, both sides agreed to this Settlement. That way, both sides can avoid the cost and risk of a trial, and the Class Members will get compensation. The Class Representatives and Class Counsel think it is in the best interest of the Class to settle this case on the terms described below. Although Plaintiffs believe they could have obtained more money if they had gone to trial and won, the Defendants believe the Plaintiffs would not prevail at all. Because both sides were aware that going to trial presented risks for their side, a Settlement was reached. The Court has **not** decided whether Plaintiffs’ position or Defendants’ position is the correct one.

## **5. How do I know if I am part of the Settlement?**

If you were an hourly construction worker who worked for Legacy Roofing & Waterproofing, Inc., in the state of California at any time from June 13, 2018 through December 13, 2017, performing roofing work, you are a Class Member and you will receive a Settlement Check and other benefits from the Settlement if the Settlement is approved. Your Settlement Check will be based only on the number of weeks that you were paid hourly for construction work for Legacy. If you received this Notice, Legacy's records indicate that you are a Class Member.

## TERMS OF THE SETTLEMENT

### 6. What does the Settlement provide?

Legacy has settled for a gross Total Settlement Amount of \$2,000,000. All the participating Class Members that can be found by the Settlement Administrator are entitled to Settlement Checks, as explained below. Assuming that the Court grants fees and costs, of this Amount:

- If the Court approves the Settlement and all requests for attorneys' fees and service payments described below **\$1,058,000** (or approximately 53 percent of the Total Settlement Amount) will be divided among all Class Members. **Settlement Checks will be mailed to each Class Member.** Go to Section 9 for directions on how to update your address.
- **\$700,000** (or 35 percent of the Total Settlement Amount) will go to Class Counsel's attorneys' fees, subject to the Court's approval. Go to Section 19 for more information.
- **\$50,000** (or 2.5 percent of the Total Settlement Amount) will go to the four Class Representatives (\$12,500 each) for their service to the Class, subject to the Court's approval. Go to Section 20 for more information.
- **\$10,000** (or 0.25 percent of the Total Settlement Amount) will go to the two Plaintiffs who were not named Class Representatives (\$5,000 each) for their service to the Class, subject to the Court's approval. Go to Section 20 for more information.
- **\$19,000** (or 0.95 percent of the Total Settlement Amount) will go to the nineteen Class Members who sat for depositions in this Action (\$1,000 each), subject to the Court's approval. Go to the Section 20 for more information.
- **\$130,000** (or 6.5 percent of the Total Settlement Amount) will go Class Counsel to pay for the costs in this lawsuit, subject to the Court's approval. Go to Section 19 for more information.
- **Approximately \$10,500** (or about one half of one percent of the Total Settlement Amount) will go to the Settlement Administrator to pay for the costs of administering this Settlement, subject to the Court's approval. The Settlement Administrator is a third party and not affiliated with Legacy.
- **\$30,000** (or 1.5 percent of the Total Settlement Amount) will be allocated as penalties under the Labor Code Private Attorney General Act of 2004, with \$22,500 (75%) being awarded to the State of California and \$7,500 (25%) being allocated to the Net Settlement Fund and awarded to the all the Class Members, subject to the Court's approval.

### 7. How much will my Settlement Check be?

Your share of the Settlement money will depend if you were worker of Legacy between June 13, 2008 until December 13, 2017 and how long you worked for Legacy between June 13, 2008 and November 13, 2018. These are called your "Workweeks." Because of Legacy's change of employment practices during the class period, the weeks worked by Class Members before December 31, 2015 will be valued at 2X, the workweeks between December 31, 2015 and December 31, 2017 will be valued at 1.5X, and the 2018 workweeks will be

valued at 0.5X. For example, if you worked for Legacy for six (6) weeks before December 31, 2015, you would be entitled to \$\_\_\_\_\_. If you worked for six (6) weeks after December 31, 2015 and before December 31, 2017, you would be entitled to \$\_\_\_\_\_. Go to Section 9 for directions on how to check your workweeks number.

## **8. When will I get my Settlement Check?**

Settlement Checks will be mailed out ten (10) days after Legacy makes the payments to the Settlement Fund and all objections and appeals have been resolved in the case. However, if no objections and appeals are submitted or if all objections and appeals are resolved before or at the Final Fairness Hearing, Defendant will fund the Settlement Fund ten (10) days after the order containing the Court's Final Approval of this settlement ("Final Approval Order") is filed and then Settlement Checks will be mailed ten (10) days after Defendant's payment. This Final Fairness Hearing is currently scheduled for \_\_\_\_\_. Please be patient.

## **9. How do I help make sure my Settlement Check has the correct amount of money and is sent to the correct address?**

You should review the information on your Class Member Information Form, to make sure it is accurate. If it is accurate, you do not have to send in any response in order to participate in the Settlement and receive a Settlement Check. If it is not accurate, you should fully fill out the Information Form, indicating all corrections, and either send it by \_\_\_\_\_ to:

**LEGACY ROOFING & WATERPROOFING, INC. Settlement  
Settlement Administrator**  
c/o \_\_\_\_\_  
**XXXXXXXXXXXXXX**  
**XXXXXXXXXXXXXX**

You may also call 1-800-XXX-XXXX to provide your corrections via telephone.

You should make a copy of your Information Form for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your Form. If you send in documents with your Information Form, you should send copies and keep your originals.

If you move, you must send or call in your new address. You should keep a current address in file with the Settlement Administrator at all times. Call 1-800-XXX-XXXX if you have a new address.

## **10. What am I giving up if I take the Settlement Check?**

All Class Members who stay in the Class give up or "release" their legal claims against Legacy Roofing & Waterproofing, Inc., Robert B. Laubach, John G. Winslow, Rogers Legacy LLC, and LRS, Inc., in this lawsuit. ***To be clear, if you do not "opt out" of the Class, you give up or "release" your legal claims in this lawsuit, regardless of whether you cash your Settlement Check or receive any money in this Settlement.*** The following is the full text of your legal release. Please read it carefully:

"Upon final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, Plaintiffs, on their own behalf and as Class Representatives, and all Class Members ("Releasing Parties") shall release and discharge Defendants Legacy Roofing & Waterproofing, Inc.,

Rogers Legacy, LLC, LRS, Inc., and its present and former owners, parent companies, subsidiaries, related or affiliated companies, partners, officers, directors, employees, agents, attorneys, accountants, insurers, successors and assigns, and any other person acting on their behalf and Defendants Robert B. Laubach and John G. Winslow, and their individual and respective heirs, spouses, beneficiaries, trustees, agents, attorneys, accountants, insurers, successors and assigns, and any other person or person acting on their individual behalf (“Released Parties”), from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, demands, obligations, debts, liabilities, wages, benefits, attorneys’ fees, expenses and costs, and losses, whether at law or in equity, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, (a) that were brought in the Action; or (b) that arise out of the facts alleged in the Third Amended Class Action Complaint (“Third Amended Complaint”) and/or that could have been pled based on the factual allegations in the Third Amended Complaint, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and the California Business and Professions Code, claims for restitution and other equitable relief, liquidated damages, punitive damages, or waiting time penalties from June 13, 2008 until the date of the release (“Released Claims”).”

Please call Class Counsel at 415-762-0270, if you have questions about this release.

## **EXCLUDING YOURSELF (“OPTING OUT”)**

### **11. What is “opting out”?**

If you want to keep the right to sue Legacy Roofing & Waterproofing, Inc., on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from or “opting out” of the Class. **If you opt out, you will not receive a payment from the Settlement.**

### **12. How do I “opt out” of this Settlement?**

If you want to “opt out” of the Settlement, you must send a letter by mail that includes your name and a statement that you request exclusion from the class in the *Romero et al. v. Legacy Roofing & Waterproofing, Inc. et al.* case and do not wish to participate in the settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your letter no later than \_\_\_\_\_ to:

**LEGACY ROOFING & WATERPROOFING, INC. Settlement**

**Settlement Administrator**

**c/o \_\_\_\_\_**

**XXXXXXXXXXXXXX**

**XXXXXXXXXXXXXX**

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

If you ask to “opt out,” you will not get a Settlement Check or any benefits under the Settlement. You also **cannot** object to the Settlement. You will not be legally bound by anything that happens in this case. You may be able to sue Legacy Roofing & Waterproofing, Inc., in the future.

## OBJECTING TO THE SETTLEMENT

### 13. What's the difference between "opting out" and objecting?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object *only if* you stay in the Class. "Opting out" is telling the Court that you don't want to be part of the Class. If you "opt out," you may not object to the Settlement because the case no longer affects you.

### 14. How do I object to the Settlement?

You can object to the entire Settlement or any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views. But you will still be bound by all the Court's orders, even if your objection is rejected. If you file an objection, you will still receive a settlement payment. To object, you must send a letter saying that you object to *Romero et al. v. Legacy Roofing & Waterproofing, Inc. et al.* Be sure to include your name, address, telephone number, your signature, and the reasons you are objecting to the Settlement. Mail your objection to this address and postmarked no later than \_\_\_\_\_:

**LEGACY ROOFING & WATERPROOFING, INC. Settlement  
Settlement Administrator**  
c/o \_\_\_\_\_  
XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

## THE COURT'S FINAL FAIRNESS HEARING

### 15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at \_\_\_\_\_ on \_\_\_\_\_, at the Superior Court of California, Alameda County, located at 1221 Oak Street, Fourth Floor, Oakland, California 94612, in Department 21. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Smith will also listen to people who have asked to speak at the hearing. You are welcome to come at your own expense. If you have submitted a written objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. After the hearing, the Court will decide whether to approve the Settlement.

### 16. May I speak at the Final Fairness Hearing?

If you have not "opted out," you may ask for permission to speak at the Final Fairness Hearing. You can speak regardless of whether you submitted a written objection as described above. To speak at the Hearing, you must send a letter stating your "Notice of Intent to Appear in *Romero et al. v. Legacy Roofing & Waterproofing, Inc.*" Be sure to include your name, address, telephone number, and your signature. Also include some information

about what you intend to say and whether you will be represented by a lawyer. Your “Notice of Intent to Appear” must be postmarked no later than \_\_\_\_\_ and mailed to:

**LEGACY ROOFING & WATERPROOFING, INC. Settlement  
Settlement Administrator**  
c/o \_\_\_\_\_  
**XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX**

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

## **IF YOU DO NOTHING**

### **17. What happens if I do nothing at all?**

If you do nothing, a Settlement Check will be mailed to you automatically at the same address to which this Notice was sent. You give up your right to sue Legacy Roofing & Waterproofing, Inc., Robert B. Laubach, John G. Winslow, Rogers Legacy LLC, and LRS, Inc., on your own regarding all claims that are part of this Settlement. Unless you “opt out” or object to the Settlement, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Legacy Roofing & Waterproofing, Inc., Robert B. Laubach, John G. Winslow, Rogers Legacy LLC, and LRS, Inc., about the legal issues in this case.

## **THE LAWYERS AND CLASS REPRESENTATIVES REPRESENTING YOU**

### **18. Do I have lawyers in this lawsuit?**

Cristina Molteni of Molteni Employment Law and Steven M. Tindall of Gibbs Law Group represent you and other Class Members. These lawyers are called “Class Counsel.” These lawyers are being paid out of the Settlement Fund, and you will not be charged separately for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **19. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$700,000 (or 35% of the settlement fund) for attorneys’ fees and \$130,000 in costs and expenses associated with investigating the facts, litigating the case, and negotiating the Settlement. This amount is to be deducted from the \$2,000,000 Total Settlement Sum.

### **20. What are the Class Representatives getting?**

Class Counsel will also ask the Court to approve an award of up to \$12,500 for each of the four Class Representatives, for a total of \$50,000 for the Class Representatives, an award of up to \$5,000 for each of the

two Named Plaintiffs who were not appointed Class Representatives, for a total of \$10,000, and an award of up to \$1,000 for each of the 19 Class Members who sat for depositions in this Action, for a total of \$19,000. This proposed award for the Class Representatives and Named Plaintiffs is for the risk that they undertake when they filed this lawsuit and the time and effort they spent on your behalf in bringing this lawsuit against Legacy Roofing & Waterproofing. This proposed award for the Class Members is for the time that they spent on their depositions in this lawsuit.

## GETTING MORE INFORMATION

### 21. What if I still have questions?

This Notice summarizes the proposed Settlement. More details are in the Joint Stipulation of Class Settlement and other important documents such as the Third Amended Complaint. Visit the website [www.legacyclassaction.com](http://www.legacyclassaction.com), where you will find the Court's Order Certifying the Class, the Third Amended Complaint that the Plaintiffs submitted, the Defendants' Answer to the Complaint, as well as all the papers regarding the approval of this class action settlement.

You may also speak to, write to, or email one of the lawyers by contacting them at the phone numbers and addresses below:

Cristina Molteni (speaks fluent Spanish)  
Molteni Employment Law  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 762-0270  
Facsimile: (415) 762-0271  
Email address: cmolteni@moltenilaw.com

Steven Tindall (speaks some Spanish)  
Gibbs Law Group, LLP  
505 14th Street, Suite 1110  
Oakland, California 94612  
Telephone: (510) 350-9700, ext. 9245  
Facsimile: (510) 350-9701  
Email address: smt@classlawgroup.com

Alternatively, for a small fee, all of the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at the following address: <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter "RG12634384" as the case number and click "SEARCH." Images of every document filed in the case may be viewed (for a charge) through the "Register of Actions." You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

# EXHIBIT 4

# CLASS MEMBER INFORMATION FORM/ FORMULARIO DE INFORMACIÓN PARA EL MIEMBRO DEL GRUPO

*Romero et al. v. Legacy Roofing & Waterproofing, Inc. et al.*

## DIRECTIONS/INSTRUCCIONES:

Please review carefully the information on the other side of this Form to make sure it is accurate.

**If it is accurate, you do not have to send in any response in order to participate in the Settlement and receive a Settlement Check.**

If it is **NOT accurate**, you should fully fill out this Form, indicating all corrections, and either send it by [DATE] to:

**Legacy Roofing & Waterproofing, Inc.**  
**Settlement Administrator**  
c/o \_\_\_\_\_.  
XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX

OR call 1-800-XXX-XXXX to provide your corrections by telephone.

If you move before the Court's Final Fairness Hearing on [DATE], you must mail or call in your new address.

\*\*\*\*\*

*Por favor, revise cuidadosamente la información en el otro lado de este formulario para asegurarse que este correcta. Si está correcta, Ud. no tiene que mandar ninguna respuesta para participar en el Acuerdo y recibir un Cheque del Acuerdo.*

*Si NO está correcta, Ud. debe llenar completamente este Formulario, indicando todas las correcciones y enviarlo antes del [DATE] a:*

**Legacy Roofing & Waterproofing, Inc.**  
**Settlement Administrator**  
c/o \_\_\_\_\_.  
XXXXXXXXXXXXXX  
XXXXXXXXXXXXXX

*O SI NO llamar al 1-800-XXX-XXXX para proveer las correcciones por teléfono.*

*Si Ud. se muda antes de la Audiencia Final de Equidad de la Corte en [DATE]], Ud. debe llamar o enviar una carta con su nueva dirección.*

**Questions? Call 1-800-xxx-xxxx or Class Counsel at 415-762-0270/  
Preguntas? Llame al 1-800-xxx-xxxx o al Abogado del Grupo al 415-762-0270**

Go to the Reverse Side of this Form to Review Your Information  
Vea el Reverso de este Formulario para Revisar Su Información

**IMPORTANT!** If you disagree with the number of workweeks shown on the back of this page, you must submit this information now. Do not wait until later. See the reverse side for the telephone number and address to use. The Settlement Administrator will contact you to resolve your correction.

**IMPORTANTE!** Si Ud. está en desacuerdo con el número de semanas trabajadas que aparecen en el reverso de esta página, Ud. debe presentar este formulario ahora. No espere hasta más tarde. Vea el reverso de la página por el número de teléfono y dirección para usar. El Administrador del Acuerdo se comunicará con Ud. para resolver su corrección.

## NAME, PHONE NUMBER, AND MAILING ADDRESS/ NOMBRE, TELEFONO Y DOMICILIO

Please review your information in the left-hand column, and make any necessary changes in the right-hand column: *Por favor, revise su información en la columna de la izquierda y haga cambios necesarios en la columna de la derecha.*

### IDENTIFICATION/IDENTIFICACION #

Name (First, Middle, Last)/*Nombre (Nombres, Apellido):* XXXX

c/o / *para entregar a:*

Street Address/*Domicilio:* XXX

City, State, Zip Code/*Ciudad, Estado, Código Postal* XXX

Phone/*Telefono:* XXX

### NAME/ADDRESS CHANGES (IF ANY)/CAMBIOS DE NOMBRE/DOMICILIO (SI HUBIERA):

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\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_

Best Telephone Number (please include area code)  
*Mejor Número de Teléfono (por favor incluya código de área)*

\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_

Alternate Telephone Number (please include area code)  
*Número de Teléfono Alternativo (por favor incluya código de área)*

### IMPORTANT! ¡IMPORTANTE!

If you move, please call the Settlement Administrator with your new mailing address.  
You should keep a current address on file at all times. Call 1-800-000-0000 to update your address.

*Si Ud. se muda, por favor llame al Administrador del Acuerdo con su nuevo domicilio. Ud. debe mantener un domicilio actualizado con nosotros a todo momento. Llame al 1-800-000-0000 para actualizar su domicilio.*

## WORKWEEKS/SEMANAS TRABAJADAS

Legacy Roofing & Waterproofing, Inc., has records that indicate that you were employed by Legacy as a construction employee in California, performing roofing work, for \_\_\_\_\_ **Workweeks** between June 13, 2008 and December 31, 2015, \_\_\_\_\_ **Workweeks** between January 1, 2016 and December 31, 2017, and \_\_\_\_\_ **Workweeks** between January 1, 2018 to November 13, 2018. Based on this information, your estimated share of the **Settlement is \$\_\_\_\_\_**. If you disagree with the number of workweeks that Legacy states you worked above, you can challenge that number. To do this, tell us, below, why you think the number is **INCORRECT**. Add additional pages, if necessary. If you have documents that support your position, you can attach a copy of those documents to this Information Form. (You should keep your original documents.) You should make a copy of this Information Form for your records.

*Legacy Roofing & Waterproofing, Inc. tiene registros que indican que Ud. fue empleado por Legacy como un trabajador de la construcción en California haciendo trabajo de techo por \_\_\_\_\_ semanas trabajadas desde el 13 de septiembre de 2008 hasta el 31 de diciembre de 2015, \_\_\_\_\_ semanas trabajadas desde el 1\* de enero de 2016 hasta el 31 de diciembre de 2017, \_\_\_\_\_ semanas trabajadas desde el 1\* de enero de 2018 hasta el 13 de noviembre de 2018. Con base en esta información, su parte del acuerdo es \$\_\_\_\_\_.*

*Si Ud. está en desacuerdo con el número de semanas trabajadas arriba que Legacy afirma que Ud. trabajó, Ud. puede disputar ese número. Para eso, díganos abajo porque Ud. piensa que ese número es **INCORRECTO**. Agregue más hojas, si es necesario. Si Ud. tiene documentos apoyando su posición, Ud. puede anexar una copia de esos documentos a este Formulario de Información. (Ud. debe mantener los documentos originales). Ud. debe hacer una copia de este Formulario de Información para su constancia.*

(1) EXPLAIN why you believe your Workweeks number is incorrect/*EXPLIQUE porque Ud. cree que el número de semanas trabajadas es incorrecto:* \_\_\_\_\_

(2) The BEST TELEPHONE NUMBER to call you/*El MEJOR NUMERO DE TELEFONO para llamarlo:* \_\_\_\_\_  
Area Code/*Código de Área* \_\_\_\_\_ Best Telephone Number/*Mejor Número de Teléfono* \_\_\_\_\_