

LEGAL NOTICE

SUPERIOR COURT OF CALIFORNIA – COUNTY OF SANTA CLARA

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

If you were employed by All Seasons Roofing & Waterproofing, Inc., as an hourly construction employee, performing roofing work, from March 2, 2016 to February 4, 2021, 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You May:	Summary:
Do Nothing	<p>If you do nothing and the Court approves the settlement, a Settlement Check will be mailed to the address on this Notice.</p> <p>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.</p> <p>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.</p>
Exclude Yourself (“Opt Out”)	<p>If you “opt out” of the lawsuit, you will not be mailed a Settlement Check, and will retain any rights to sue for the Released Claims against Defendants. Go to Section 12 for directions on how to “opt out.”</p>
Object	<p>Any employee who does not opt out may object to the Settlement. You may object to the settlement but will still participate in the settlement regardless of how the Court rules on your objection. To object, you will tell the Court why you don’t agree with the settlement terms. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you will still be paid your Individual Settlement Payment. Go to Section 14 for directions on how to object.</p>
Speak at the Final Approval Hearing	<p>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</p>

The deadline for making this decision is: July 25, 2022

All Seasons will not retaliate against you for participating in this settlement

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 Sunil R. Kulkarni, of the Superior Court of California, County of Santa Clara is overseeing this class action. The lawsuit is known as *Aguilar et al. v. All Seasons Roofing & Waterproofing, Inc. et al.*, Civil Case No. 20CV364524.

2. What is this lawsuit about?

This lawsuit alleges that All Seasons Roofing & Waterproofing (“All Seasons”) 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 minimum wages, failing to pay for all hours worked, failing to pay overtime and double time wages, failing to provide meal periods and rest periods, failing to pay earned wages upon discharge, and failing to provide accurate wage statements. All Seasons 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, Felix Aguilar, Jose Martinez, and Jose Cazares) 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, All Seasons Roofing & Waterproofing, Inc., and Vladislav N. Gorshteyn) 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 both sides agreed to this Settlement. That way, both sides can avoid the costs, risk and uncertainty of 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. 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 employee who worked for All Seasons Roofing & Waterproofing, Inc., performing roofing work, in the state of California at any time from March 2, 2016 to February 4, 2021, you are a Class Member and you will receive a Settlement Check if the Settlement is approved, as long as you do not “opt out” of the Settlement. Your Settlement Check will be based on the number of weeks that you were paid hourly for All Seasons. If you received this Notice, All Seasons’s records indicate that you are a Class Member.

TERMS OF THE SETTLEMENT

6. What does the Settlement provide?

All Seasons has settled for a gross Total Settlement Amount of \$995,000. All the participating Class Members that can be found by the Settlement Administrator and who do not opt out of the Settlement 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 **\$554,900** (or approximately 55.8 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.
- **\$328,350** (or 33 percent of the Total Settlement Amount) will be paid to the Class Counsel as attorneys' fees, subject to the Court's approval. Go to Section 19 for more information.
- **\$30,000** (or approximately 3 percent of the Total Settlement Amount) will go to the three Class Representatives (\$10,000 each) for their service to the Class and the general release of their own claims, subject to the Court's approval. Go to Section 20 for more information.
- **\$20,000** (or approximately 2 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.
- **\$12,000** (or about 1.2 percent of the Total Settlement Amount) will go to the Settlement Administrator to pay for the costs of administrating this Settlement, subject to the Court's approval. The Settlement Administrator is a third party and not affiliated with All Seasons.
- **\$49,750** (or 5 percent of the Total Settlement Amount) will be allocated as penalties under the Labor Code Private Attorneys General Act of 2004, with \$37,312.50 (75%) being awarded to the State of California and \$12,437.50 (25%) being allocated to the Net Settlement Fund and awarded to the Class Members that worked during the PAGA period, subject to the Court's approval.

7. How much will my Settlement Check be?

Your share of the Settlement money will depend on how long you worked for All Seasons between March 2, 2016 and February 4, 2021. These are called your "Workweeks." Because of All Seasons's change of employment policies during the class period, the weeks worked by Class Members between April 1, 2020 to February 4, 2021 will be valued 25% of the prior years (i.e. apply a negative multiplier of 0.25). For example, if you worked for All Seasons for six (6) weeks before April 1, 2020, you would be entitled to \$____. If you worked for six (6) weeks on or after April 1, 2020, 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 All Seasons 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 Approval Hearing, Defendant will fund the Settlement Fund thirty (30) 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 Approval Hearing is currently scheduled for September 1, 2022. 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 by July 25, 2022 to:

**ALL SEASONS ROOFING & WATERPROOFING, INC. Settlement
Settlement Administrator
c/o Phoenix Class Action Administration
PO Box 7208
Orange, CA 92863**

You may also call 1-800-523-5773 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 1-800-523-5773 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 All Seasons Roofing & Waterproofing, Inc. and Vladislav N. Gorshteyn, 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 (“Releasing Parties”) shall fully and finally release Defendants [All Seasons Roofing & Waterproofing, Inc. and Vladislav N. Gorshteyn] and their present and former owners, parent companies, subsidiaries, related or affiliated companies, partners, shareholders, officers, directors, employees, agents, attorneys, accountants, insurers, successors and assigns of Defendant, and any other person acting on their behalf, and any individual or entity that could be jointly liable with Defendants based upon the facts alleged in the First Amended Complaint, including temporary staffing agencies. (“Released Parties”), from any and all causes of action, claims, right, damages, punitive or statutory damages, penalties, liabilities, attorneys’ fees, expenses, unpaid costs, liquidated damages, interest, litigation costs, restitution, equitable relief or other relief under Business & Professions Code § 17200, et seq. and losses and issues of any kind or nature whatsoever, that were alleged which could have been alleged, arising from facts in Plaintiffs’ original complaint or in the Operative Complaint, from March 2, 2016 to February 4, 2021 (“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”?

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any payment from this proposed Settlement, and you will not be bound by a judgment in this case.

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 *Aguilar et al. v. All Seasons Roofing & Waterproofing, Inc.* case and do not wish to participate in the Settlement. Be sure to include your name and your signature. You must mail your letter no later than July 25, 2022 to:

**ALL SEASONS ROOFING & WATERPROOFING, INC. Settlement
Settlement Administrator
c/o Phoenix Class Action Administration
PO Box 7208
Orange, CA 92863**

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.

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. You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your own expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or Notices of Intent to Appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Aguilar et al. v. All Seasons Roofing & Waterproofing, Inc., et al.*, Case Number 2020-CV-364524), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified (Molteni Employment Law, 100 Pine Street, Suite 1250, San Francisco, California 94111; and LightGabler, 760 Paseo Camarillo, Suite 300, Camarillo, California 93010) and (d) be filed or postmarked on or before July 25, 2022.

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 APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on September 1, 2022, at the Superior Court of California, County of Santa Clara, located at 191 North First Street, Second Floor, San Jose, California 95113, in Department 1. 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 Kulkarni 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.

Hearings before Judge Kulkarni are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Fairness Hearing, Class Members who wish to appear at the Final Fairness Hearing remotely should contact Class Counsel to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

16. May I speak at the Final Approval Hearing?

If you have not “opted out,” you may ask for permission to speak at the Final Approval Hearing. You may appear at the Final Approval Hearing to make an oral objection regardless of whether you submitted a written objection as described above or a “Notice of Intent to Appear” as explained below. To speak at the Hearing, you may send a letter stating your “Notice of Intent to Appear in *Aguilar v. All Seasons Roofing & Waterproofing, Inc.*” as explained in the paragraph 14 above. 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. If you choose to send a “Notice of Intent to Appear” you should mail it in advance to the Final Approval Hearing to:

**ALL SEASONS ROOFING & WATERPROOFING, INC. Settlement
Settlement Administrator
c/o Phoenix Class Action Administration
PO Box 7208
Orange, CA 92863**

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 bring claims against All Seasons Roofing & Waterproofing, Inc. and Vladislav N. Gorshteyn, 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 All Seasons Roofing & Waterproofing, Inc., and Vladislav N. Gorshteyn, 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 represents 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 \$328,350 (or 33% of the settlement fund) for attorneys’ fees and \$20,000 in costs and expenses associated with investigating the facts, litigating the case, and negotiating the Settlement. This amount is to be deducted from the \$995,000 Total Settlement Sum.

20. What are the Class Representatives getting?

Class Counsel will also ask the Court to approve an award of up to \$10,000 for each of the Class Representatives, for a total of \$30,000 for the Class Representatives. This proposed award for the Class Representatives 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 All Seasons, and their own individual claims against All Seasons.

GETTING MORE INFORMATION

21. What if I still have questions?

This Notice summarizes the proposed Settlement. More details are in the Joint Stipulation of Settlement Agreement and other important documents such as the First Amended Complaint. Visit the website www.phoenixclassaction.com/aguilar-v-all-seasons, where you will find the Court's Order Certifying the Class, the First Amended Complaint that the Plaintiffs submitted, 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

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.