

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.

Superior Court of California for the County of Los Angeles, Case No. 21STCV33810

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”) against Defendants Oldcastle BuildingEnvelope, Inc. (“OBE”) and CRH Americas, Inc. (“CRH”) has been preliminarily approved for settlement. In the lawsuit, Plaintiff Hector Jimenez (“Plaintiff”) alleged that OBE and CRH failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages owed during employment and upon termination, and violated section 17200, *et seq.* of California’s Business and Professions Code. OBE and CRH deny Plaintiff’s allegations and contend that they complied with applicable law. CRH further denies that it employed Plaintiff or any Class or PAGA Members.

You have been identified by OBE’s records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement and Stipulation (“Settlement,” “Agreement,” or “Settlement Agreement”) preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Class Settlement	If you want to be bound by the Class Settlement and be issued an Individual Settlement Payment, then you do not need to do anything.
Participate in the PAGA Settlement	If you are a PAGA Member (defined below), you will automatically be bound to the PAGA Settlement and be issued an Individual PAGA Payment.
Exclude Yourself from the Class Settlement	If you do not want to be bound by the Class Settlement, you must follow the instructions in Section 6. WHAT IF I DON’T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT? to exclude yourself from the Class Settlement. If you exclude yourself from the Class Settlement, you will not be issued an Individual Settlement Payment, and you will not release the Settled Class Claims against Released Parties defined in Section 4. WHAT AM I RELEASING UNDER THE CLASS SETTLEMENT? below. If the Settlement is approved by the Court, and you are a PAGA Member, you will release the Settled PAGA Claims and be issued an Individual PAGA Payment even if you exclude yourself from the Class Settlement.
Object to the Class Settlement	If you want to object to the Class Settlement, you must follow the instructions in Section 7. WHAT IF I WANT TO OBJECT TO THE CLASS SETTLEMENT? If you object, you will still be bound by the terms of the Class Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because OBE’s records reflect that you are a Class Member. This Notice provides you with information about: (1) the terms of the Settlement, including the claims that are being released; (2) the total monetary amount of the Settlement; (3) your estimated Individual Settlement Payment, provided you remain a Settlement Class Member; (4) your estimated Individual PAGA Payment if you are eligible to receive one; and (5) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on September 14, 2021 in the Superior Court of California, County of Los Angeles, commencing the lawsuit entitled *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Case number 21STCV33810 (the “Action”).

On February 1, 2022, the First Amended Class Action Complaint (“Complaint”) was filed in the Action.

On September 28, 2021, Plaintiff provided the Labor and Workforce Development Agency of his intent to pursue civil penalties against Defendants under the Private Attorneys General Act for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders (the “PAGA Notice”).

The operative Complaint in the Action alleges OBE and CRH: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods; (5) failed to timely furnish accurate itemized wage statements; (6) failed to timely pay all wages due upon termination; (7) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and (8) owes civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”).

All current and former non-exempt employees of Oldcastle BuildingEnvelope, Inc. employed in California during the period from September 14, 2017 through April 3, 2023 (“Class Period”) are referred to as “**Class Members**” or the “**Class**.”

Class Members who are or have been employed during period from September 28, 2020 through April 3, 2023 (“PAGA Period”) are referred to as “**PAGA Members**.”

OBE and CRH deny any liability or wrongdoing of any kind. OBE and CRH contend, among other things, that they complied at all times with the California Labor Code, Industrial Welfare Commission Wage Orders, and the Business and Professions Code, and that their employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law. CRH further denies that it employed Plaintiff or any Class or PAGA Members.

The Court has not ruled on the merits of Plaintiff’s claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the Final Approval Hearing that is scheduled to take place on September 28, 2023 at 10:30 a.m. (see Section 8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? below for more information). OBE and CRH reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE SETTLEMENT TERMS AND CALCULATION OF PAYMENTS

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating the Action, OBE has agreed to pay a Maximum Settlement Amount of Nine Hundred Sixty Thousand Dollars and Zero Cents (\$960,000.00) to settle the Action.

The following amounts will be paid from the Maximum Settlement Amount, subject to Court approval:

- Service Payment to Plaintiff Hector Jimenez for his service as Class Representative in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00);

- Attorneys’ fees not to exceed Three Hundred Twenty Thousand Dollars (\$320,000) to Class Counsel (“Attorneys’ Fees”);
- Reimbursement of litigation costs and expenses in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000) to Class Counsel (“Attorneys’ Costs”);
- The amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) allocated to the payment of civil penalties under PAGA (the “PAGA Allocation”), of which seventy-five percent (75%) (i.e., \$22,500.00) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”) and the remaining twenty-five percent (25%) (i.e., \$7,500.00) shall be paid to PAGA Members (“Net PAGA Distribution Amount”);
- The costs associated with administration of the Settlement, estimated to be Twenty Thousand Dollars and Zero Cents (\$20,000) (“Settlement Administration Costs”).

In addition, Defendants must also deposit the employer side share of payroll taxes.

The amount remaining from the Maximum Settlement Amount after deducting the PAGA Allocation; Attorneys’ Fees; Attorneys’ Costs; Settlement Administration Costs; and Service Payment is called the “Net Distribution Fund.”

The Net Distribution Fund will be allocated to all Class Members who do not submit a timely and valid Opt Out Request (“Settlement Class Members”) on a *pro rata* basis, based on their number of Workweeks worked during the Class Period. The Settlement Administrator will determine the value of a single Workweek by dividing the Net Distribution Fund by the total number Workweeks worked by all Settlement Class Members. Each Settlement Class Member is eligible to receive a *pro rata* share of the Net Distribution Fund (“Individual Settlement Payment”) equal to his or her Workweeks multiplied by the value of a single Workweek.

The Net PAGA Distribution Amount will be allocated to PAGA Members on a *pro rata* basis, based on their number of Workweeks worked by PAGA Members during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator will determine the value of a single PAGA Workweek by dividing the Net PAGA Distribution Amount by the total number PAGA Workweeks worked by all PAGA Members. Each PAGA Member shall receive a PAGA Payment equal to his or her PAGA Workweeks multiplied by the value of a single PAGA Workweek.

You have been credited with <<WorkWeeks>> Workweeks. Based on these Workweeks, your gross Individual Settlement Payment, prior to any applicable withholdings, is estimated to be <<SettAmount>>.

You <<are>><<arenot>> considered to be a PAGA Member, and have been credited with <<PAGAPayPeriods>> PAGA Workweeks. Based on these PAGA Workweeks, the PAGA Payment you will receive under the Settlement is estimated to be <<PAGAAmount>>.

You may submit a written dispute to the number of Workweeks and/or PAGA Workweeks allocated to you (“Workweeks Dispute”) to the Settlement Administrator. Your Workweeks Dispute must: (1) contain your full name, address, and telephone number and the case name and number of the Action (i.e., *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV33810); (2) be signed by you; (3) be postmarked or fax stamped on or before June 16, 2023 and returned to the Settlement Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Workweeks you believe is correct; and (5) attach any documents you have to support your dispute.

Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.
 c/o CPT Group, Inc.
 50 Corporate Park
 Irvine, CA 92606
 Fax No. (949) 419-3446

One third (1/3) of each Individual Settlement Payment will be allocated to wages (“wage portions”) and subject to all applicable employee state and federal tax withholdings, and the remaining two thirds (2/3) will be allocated as non-

wages (e.g. penalties, restitution, and interest) (“non-wage portions”). The wage portions will be reported on an IRS form W-2, and the non-wage portions will be reported on an IRS form 1099 (if required).

One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and be reported on an IRS form 1099 (if required).

Class Members are responsible for accurate payment of taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one hundred eighty (180) days; after that, checks will be cancelled and the funds associated with cancelled checks will be transmitted to the Katherine and George Alexander Community Law Center.

Settlement Class Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely fashion shall, nevertheless, remain subject to the terms of the Agreement and the Final Approval Order and Judgment.

4. WHAT AM I RELEASING UNDER THE CLASS SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date and full funding of the Maximum Settlement Amount, all Class Members who do not submit a timely and valid Opt Out Request (i.e., Settlement Class Members) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Class Claims against any and all Released Parties.

“Released Parties” means Defendants CRH Americas, Inc. and Oldcastle BuildingEnvelope, Inc. and each of its officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendants may have an interest.

“Settled Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, whether known or unknown, that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Complaint, or that could have been asserted in the Complaint based on any of the facts or allegations in the Complaint or PAGA Notice, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class Claims specifically include, but are not limited to claims for unpaid wages, the alleged failure to provide meal periods or compensation in lieu thereof, failure to provide paid rest periods, failure to timely furnish accurate itemized wage statements, record keeping violations, failure to timely pay wages, unfair business practices, and violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including and not limited to, for violations of California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders.

5. WHAT AM I RELEASING UNDER THE PAGA SETTLEMENT?

As of the Effective Date and full funding of the Maximum Settlement Amount, the State of California, with respect to employment of Plaintiff and all PAGA Members, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and every PAGA Member to obtain any recovery based on the Settled PAGA Claims.

“Settled PAGA Claims” means all claims for civil penalties that were asserted, or could have been asserted, or that arise, whether known or unknown, during the PAGA Period, based for any of the alleged violations of the California Labor Code and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been asserted,

within the Complaint and PAGA Notice based on any facts or allegations therein, including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders.

Released Parties is defined in Section 4 of this Notice, above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR THE RELEASE OF SETTLED PAGA CLAIMS, AND WILL BE ISSUED AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

As a Class Member, you have the right to request exclusion from the settlement and resolution of the Settled Class Claims (the "Class Settlement"), but, if you are a PAGA Member, you are not able to exclude yourself from the settlement and resolution of the Settled PAGA Claims (the "PAGA Settlement").

To exclude yourself from the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator ("Opt Out Request") at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must: (1) contain the full name, address, and telephone number of the Class Member requesting exclusion from the Class Settlement and the case name and number of the Action (i.e., *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Los Angeles County Superior Court, Case No.: 21STCV33810); (2) be signed by the Class Member; (3) be postmarked or fax stamped on or before June 16, 2023 and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE JIMENEZ V. OLDCASTLE BUILDINGENVELOPE, INC. LAWSUIT AND UNDERSTAND THAT IF I ASK TO BE EXCLUDED, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT. I UNDERSTAND THAT, NEVERTHELESS, THE SETTLED PAGA CLAIMS WILL BE RELEASED AND SETTLED."

It is your responsibility to ensure that the Settlement Administrator timely receives your Opt Out Request. Unless you timely request to be excluded from the Class Settlement, you will be bound by the judgment and Class Settlement upon final approval of the Settlement.

Class Members who request to be excluded from the Class Settlement will NOT be issued an Individual Settlement Payment, and will not release any of the Settled Class Claims. However, Class Members who are also PAGA Members will be issued their Individual PAGA Payment and bound to the PAGA Settlement regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THE CLASS SETTLEMENT?

Any Class Member who does not opt out of the Class Settlement may object to the Class Settlement. If the Court denies approval of the Settlement, no payments will be sent out and the Action will continue to be litigated in Court.

If you wish to object, you must submit your objection in writing to the Settlement Administrator ("Objection"). A valid and complete Objection must: (1) contain the full name, address, and telephone number of the objecting Settlement Class Member and the case name and number of the Action (i.e., *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV33810); (2) be signed by the Settlement Class Member; (3) be postmarked or fax stamped on or before June 16, 2023 and returned to the

Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for objection to the Class Settlement.

Submitting an objection will *not* exclude you from the Class Settlement. If the Court grants final approval of the Settlement, you will still be issued an Individual Settlement Payment and will be barred from pursuing the Settled Class Claims. **Do not submit both an Objection and Opt Out Request.** If you submit both an Objection and an Opt Out Request, you will be excluded from the Class Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on September 28, 2023, at 10:30 a.m. in Department 1 of the Superior Court of the State of California, County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to (please visit the Court's website for more information regarding how you can appear).

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

Bruce Kokozyan, Esq.
Alex DiBona, Esq.
KOKOZIAN LAW FIRM, APC
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Los Angeles, California 90024
Tel: (323) 857-5900
Fax: (310) 275-6301

Attorneys for Defendants are:

Karin Cogbill, Esq.
Sean Bothamley, Esq.
HOPKINS & CARLEY, ALC
70 South First Street
San Jose, CA 95113-2406
Tel: (408) 286-9800
Fax: (408) 998-4790

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Class ("Class Counsel"). Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Maximum Settlement Amount, you will not be charged for the services of Class Counsel. If you retain the services of your own attorney in connection with the Action, you will be responsible for paying for those services and related expenses.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement, please see the settlement agreement available at www.cptgroupcaseinfo.com/OldcastleSettlement, by contacting Class Counsel at the address or telephone number provided in Section 9. WHO ARE THE ATTORNEYS? or by visiting the office of the Clerk of the Superior Court for the State of California County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

