

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by ASC Profiles LLC, SteelScape LLC, or BlueScope Building, NA in California in a non-exempt position at any time from October 30, 2015 to June 30, 2021, you may be entitled to money from a class action settlement.

*The Sacramento Superior Court authorized this notice.  
This is not a lawsuit against you, and you are **not** being sued.  
This is not a solicitation from a lawyer.*

ATTN: <FullName>

- The Parties in the action entitled *Wicker v. ASC Profiles LLC, et al.*, Superior Court of the State of California for the County of Sacramento, No. 34-2019-00270803-CU-OE-GDS (“Action”), have reached a Settlement and it has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in this lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE YOUR PAYMENT	<p>You may be entitled to receive approximately &lt;estAmount&gt; for the Class Settlement.</p> <p>You may be entitled to receive approximate &lt;PAGA_estAmount&gt; for the PAGA Penalties Settlement.</p> <p><b>To receive your payment, you do not need to do anything – it will automatically be sent to you.</b></p>
REQUEST EXCLUSION	<p>If you wish to exclude yourself from the Settlement and get no payment, you must submit a timely and valid Request for Exclusion within 60 days, the process for which is described in Section 16 below.</p> <p><b>If you exclude yourself, you will not receive any payment from the Settlement.</b></p> <p>If will not have an option to exclude yourself from receiving the PAGA Penalties.</p>
OBJECT TO THE SETTLEMENT	<p>If you believe the terms of the Settlement are unfair or unreasonable, then you may notify the Settlement Administrator that you object within 60 days or you may appear at the Final Approval Hearing to object, the process for which is described in Section 18 below.</p>

**DEFENDANTS CANNOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING, EXCLUDING YOURSELF, OR OBJECTING TO THIS SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY**  
**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT**

QUESTIONS? CALL 1-888-617-1651 TOLL FREE

## 1. Why did I get this notice?

You received this notice because you were employed by ASC Profiles LLC, SteelScape LLC, or BlueScope Building, NA (“Defendants” or “ASC”) in a non-exempt position in California at some point between October 30, 2015 to June 30, 2021 (“Class Period”).

The Court ordered that this notice be sent to you and all other Class Members in order to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) explain how you may receive your Settlement Payment, exclude yourself, or object to the Settlement.

## 2. What is this lawsuit about?

Plaintiffs’ Second Amended Complaint (“Operative Complaint”) alleges that Defendants failed to pay lawful wages, including failing to pay minimum wages, bonuses, and overtime correctly; failed to provide legally compliant meal and rest breaks each day based on the hours worked by each employee (i.e., the proper number of properly scheduled, full-length, uninterrupted periods required by section 226.7 and section 11010 et seq.); failed to provide complete and accurate wage statements; failed to pay timely wages during employment and/or upon termination and/or resignation; failed to compensate correctly for paid sick leave; and failed to reimburse for necessary business expenses.

Defendants deny they did anything wrong and assert that they have fully complied with all of their legal obligations, including that they timely and properly paid Class Members all wages owed; provided them compliant meal and rest periods; provided all necessary reimbursements; properly issued accurate, itemized wage statements; timely paid wages; and maintained accurate records, all as required by law. Defendants also deny that they engaged in any unfair competition, violations of PAGA, and contend that none of the claims alleged by Plaintiffs will succeed in Court.

The Court did not decide in favor of Plaintiffs or Defendants. Instead, Plaintiffs, Defendants, and their respective attorneys have concluded that the Settlement is advantageous to all parties considering the risks and uncertainties of continued litigation and trial.

## 3. What is a class action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case whether the class wins or loses, and the class member may not file a new lawsuit with the same claims that were decided in the class action, unless he or she excludes themselves from the class. Here, on September 14, 2021 Judge Shama H. Mesiwala of the Sacramento Superior Court, issued an order preliminarily approving the Settlement and appointing Plaintiff Kijana Wicker as the Class Representative.

## 4. Why is there a settlement?

The Court did not hold a trial to decide in favor of Plaintiff or Defendants. The Court has made no ruling on the merits of the Class Members claims and has determined that certification of the Settlement Class for settlement purposes only is appropriate under California law. Instead, all parties agreed to the Settlement because they believe it is fair, reasonable, and adequate under the circumstances. Plaintiff believes his claims have merit and that he would have been successful at trial. On the other hand, Defendants deny all liability and believe that Plaintiff would not have won anything at trial. In agreeing to settle this lawsuit, the parties avoided the risks and significant costs of a trial and potential appeals, and Class Members will be entitled to receive compensation without any determination of wrongdoing by Defendants.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

To receive a portion of the Settlement, you must be a Class Member.

### **5. How do I know if I am a Class Member?**

You are a Class Member if you were employed by Defendants in California as a non-exempt employee at any time between October 30, 2015 to June 30, 2021.

## **THE LAWYERS REPRESENTING THE PARTIES**

### **6. Do I have a lawyer in this case?**

The Court appointed Douglas Han, Shunt Tatavos-Gharajeh, Arsine Grigoryan and Phillip D. Song of Justice Law Corporation to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

JUSTICE LAW CORPORATION  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

*You will not be charged for their services.* Instead, Class Counsel will request to be compensated directly from the Settlement Amount, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **7. How will Class Counsel be paid?**

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having resolved this Action on behalf of the Class, Class Counsel will ask the Court to approve a payment of up to 38% of the Settlement Amount for attorney's fees to be taken out of the Settlement Amount, or \$1,900,000. Class Counsel will also ask the Court to approve payment of up to \$30,000 in reasonable litigation costs to be taken out of the Settlement Amount. Defendants will not oppose these requests.

### **8. Who are the lawyers representing Defendants?**

Patrick Madden and Todd L. Nunn of the firm K&L Gates LLP.

## **WHAT ARE THE TERMS OF THE SETTLEMENT?**

### **9. What does the Settlement provide?**

Subject to Court approval, Defendants agreed to pay up to \$5,000,000.00 (the "Settlement Amount"). Before any payments will be made to Class Members, however, the following deductions will be made from the Settlement Amount:

- **Settlement Administration Costs:** For its work administering the Settlement, the Settlement Administrator will charge an amount currently estimated not to exceed \$15,000.
- **Class Representative Service Awards:** Class Counsel will petition the Court for a service award to be paid to the Class Representative, Kijana Wicker, to compensate him for his time and efforts spent serving the

Class and actively participating in the Action. Class Counsel's application for a service award for Plaintiff shall not exceed a total amount of \$10,000.

- **Attorney's Fees and Costs:** Class Counsel will request a payment up to 38% of the Settlement Amount for attorney's fees and reimbursement of reasonable litigation costs, not to exceed \$1,900,000. *Class Members are not personally responsible for paying Class Counsel's attorney's fees or costs.*
- **PAGA Payment:** \$150,000 will be paid to the Labor and Workforce Development Agency ("LWDA") for civil penalties under PAGA.

## 10. How will my payment be calculated?

After deducting the items listed in Section 9 from the Settlement Amount, the amount remaining will be the "Net Settlement Amount," the full amount of which will be allocated to Class Members who *do not* request exclusion from the Class. Your share of the Net Settlement Amount will depend upon your membership in the Class and/or Subclass and will be determined as follows:

**Participating Class Members:** Each Class Member who does not request exclusion will receive a pro rata portion of the Net Settlement Amount based upon the respective number of Workweeks that he or she worked during the Class Period as compared to the total number of Workweeks that all other Participating Class Members worked during the Class Period. Workweeks include any weeks a Class Member worked at least one day of the week and was not on vacation or a leave of absence. Workweeks of Class Members who exclude themselves from the Settlement will not be included in the total number of Workweeks for purposes of the Settlement Administrator's calculation and distribution of Individual Settlement Payments to Participating Class Members.

## 11. How much will I receive?

Defendants' records show that you are a member of the Settlement Class and worked a total of «Workweeks» Eligible Workweeks as a non-exempt employee for Defendants during the Class Period. This means you will receive a settlement amount that is currently estimated to be: «estAmount», less applicable taxes and payroll deductions. (You may have worked additional Workweeks for Defendants prior to the Class Period or in another position, but those Workweeks are not included for purposes of this Settlement).

**Please note:** The actual amount of your Individual Settlement Payment may increase or decrease based on several factors, including, but not limited to, the number of individuals who exclude themselves from the settlement.

The Settlement Administrator will calculate all Individual Settlement Payments to Participating Class Members. In the event there is a dispute regarding an Individual Settlement Payment calculation, counsel for the parties will agree to allow the Settlement Administrator to make the final decision regarding its resolution.

If you believe in good faith that your total number of Workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that this number is incorrect and authorize the Settlement Administrator to review your records and related documents. A Class Member challenging the total number of Workweeks bears the burden of proof, i.e., a Class Member who fails to provide written documentation supporting a different number of Workweeks will have his or her challenge denied. The total number of your Workweeks listed above is presumed to be correct unless the documents you submit (such as wage statements and paystubs from Defendants) demonstrate otherwise.

If you intend to challenge the total number of Workweeks listed above, your dispute letter and supporting documents must be mailed to the Settlement Administrator postmarked no later than January 4, 2022 at the designated address for the Settlement Administrator – see Sections 16 and 18. The Settlement Administrator will review the pertinent records showing the total number of Workweeks that you worked during the Class Period, which Defendants

have agreed to make available for this purpose, and make a determination. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator will reject it.

Under the terms of the Settlement, \$200,000 has been set aside as a PAGA Penalties. This portion is the total amount of civil penalties collected on behalf of the State of California, \$150,000 will be sent to the State of California. Aggrieved Employees will share \$50,000 based on the number of pay periods they worked.

You are an “aggrieved employee” eligible (“Aggrieved Employee”) to share the PAGA Penalties under the Settlement if you are a current or former non-exempt employee employed by Defendants in California between September 18, 2018, and June 30, 2021 (“PAGA Period”).

The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed by Defendants during the PAGA Period (i.e., the sum of all pay periods of employment for each eligible aggrieved employee) and dividing that number into the \$50,000 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual Eligible Aggrieved Employee’s total number of pay periods employed during the PAGA Period to determine that individual’s Individual PAGA Payment. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will issue.

Based on your total number of pay periods, your Individual PAGA Payment is «PAGA\_estAmount».

You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA Penalties portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

## 12. How do I receive my payment?

To receive your Individual Settlement Payment, ***you do not have to do anything***. Only if the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your Individual Settlement Payment check as long as you do not request to be excluded.

## 13. When do I get my payment?

If no objections to the Settlement are filed, Defendants will deposit the full Settlement Amount into the account set up by the Settlement Administrator 30 calendar days after the Effective Date of Settlement, which is (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Superior Court’s Judgment; (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final under the California Rules of Court; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

No later than 10 calendar days after Defendants make the payment described above, the Settlement Administrator will disburse: (a) the Individual Settlement Payments to Participating Class Members; (b) the Class Representative Service Awards; (c) the payment to the LWDA; (d) the Settlement Administrator’s Costs; and (e) Class Counsel’s Fees and Costs.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of the Individual Settlement Share to the California State Controller in accordance with California Unclaimed Property Law.

To check on the progress of the Settlement, you may call the Settlement Administrator at 1-888-617-1651

#### 14. Are there taxes consequences if I receive my payment?

Individual Settlement Payments to Participating Class Members will be allocated as: 20% wages; 80% penalties and interest.

Individual Settlement Payments to Participating Class Members that are attributable to wages will be subject to normal tax withholding and will be reported to the taxing authorities on an IRS Form W-2. Portions attributable to penalties and interest will not be subject to tax withholding and an IRS Form 1099 will be issued if the payment is above the minimum threshold required for the issuance of a Form 1099.

You are ***strongly encouraged*** to consult with a tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

#### 15. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Class, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that you will agree to the “Release” set forth below:

#### **RELEASE**

Upon the Effective Date and for the Class Period, Named Plaintiff and all members of the Settlement Class waive, release, discharge, and promise never to assert in any forum any and all claims against Defendants and Released Parties that were alleged in the Litigation or that could have been alleged in the Litigation based on or arising from the facts asserted in the Litigation (*i.e.*, all wage-related claims), including but not limited to claims for (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 & 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194 and 1197 (unpaid minimum wages); (5) violation of California Labor Code §§ 201, 202, 203 & 204 (wages not timely paid); (6) violation of California Labor Code § 226(a) (non-compliant wage statements); (7) violation of California Labor Code §§ 2800 & 2802 (unreimbursed business expenses); (8) violation of California Labor Code § 246 (paid sick leave); (9) violation of California Labor Code § 1174 (recordkeeping); (10) violation of California Business and Professions Code §§ 17200, *et seq.*; (11) breach of contract; and (12) violation of any and all other applicable provisions of state or federal law, including the applicable IWC wage orders, based on or arising from the facts alleged in the Litigation.

You will be bound by this release whether or not you are fully aware of the nature or extent of these kinds of claims or aware of whether you even have such claims. Whether or not you cash your Individual Settlement Payment check, the Settlement will be binding. Even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you exclude yourself, you **will not get payment** from the Settlement and will not be bound by the Settlement. If you ask to be excluded, you cannot object to the Settlement.

#### 16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator with a statement that you wish to be excluded from the Settlement of the case entitled: *Wicker v. ASC Profiles LLC, et al.*, Case No. 34-2019-00270803-CU-OE-GDS. You must also include your full name (and former names, if any), current

address, telephone number, the last four digits of your Social Security Number, and you must sign the written statement. You must mail or fax your Request for Exclusion no later than January 4, 2022 to the Settlement Administrator at the following address:

Wicker v. ASC Profiles LLC, et al. Settlement Administrator  
 c/o CPT Group, Inc.  
 50 Corporate Park  
 Irvine, CA 92606  
 Fax Number: 949-419-3446

You may also submit an Election Not to Participate In Class Action Settlement Form enclosed with this notice. To be valid, the Exclusion Form must be completed, signed, and submitted to the Settlement Administrator prior the response deadline.

If you request to be excluded, **you will not receive any money** from the Settlement, you cannot object to the Settlement, and Class Counsel will not represent your interests in this lawsuit.

#### 17. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement.

#### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Class Member and you wish to object to the Settlement, you may either submit a written objection to the Settlement Administrator no later than January 4, 2022 or object at the Final Approval Hearing. You may object at the Final Approval Hearing even if you do not submit a written objection. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

If submitting an objection, include your full name (and former names, if any), address, telephone number, your signature, the last four digits of your Social Security Number, and the factual basis for the objection with any supporting legal arguments, documents, or evidence to be submitted to the Court. The objection must also identify the correct department, Department 53, and the time of the Final Approval hearing, January 25, 2022, at 1:30 p.m. You can mail or fax your objection to the Settlement Administrator no later than January 4, 2022. The Settlement Administrator's address is:

Wicker v. ASC Profiles LLC, et al. Settlement Administrator  
 c/o CPT Group, Inc.  
 50 Corporate Park  
 Irvine, CA 92606  
 Fax Number: 949-419-3446

#### **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to grant final approval of the Settlement. You may attend this hearing and you may ask to speak, but you do not have to. Class Counsel will appear at the hearing to advocate for the approval of the Settlement.

### 19. When will the court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at Superior Court of the State of California for the County of Sacramento on January 25, 2022 in Department 53, before Judge Shama H. Mesiwala of the Sacramento Superior Court, located at 813 6th Street Sacramento, CA 95814. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

Regardless of whether you object in writing, the Court will hear from any Class Member who attends the final approval hearing and requests to speak regarding his or her objection. If you wish to appear in person.

### 20. Do I have to come to the Final Approval Hearing?

No, you do not have to attend the Final Approval Hearing, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

If you wish to appear remotely at the Final Approval Hearing you may appear by Zoon, which includes telephonic or video options. For telephonic appearances, the Zoom call-in number is (888) 475-4499 and the Zoom ID is 841 204 6267. For video appearances, the Zoom link is <http://saccourt.zoom.us/my/dept53.54a>

## GETTING MORE INFORMATION

### 21. How can I get more details about this lawsuit or the Settlement?

This Notice only summarizes the Settlement. You may view a complete copy of the Settlement Agreement and any of the papers filed in this lawsuit during regular business hours at:

813 6th Street Sacramento, CA 95814, Department 53

You may also access the case file online through the Court's Public Case Access System website at: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>

You may also access the case files through the administrator's website <https://www.cptgroupcaseinfo.com/ascprofilessettlement/>

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.***