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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF SAN LUIS OBISPO**

20 PABLO TORRES individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 v.

24 JAMES A. QUAGLINO, INC (DBA
25 QUAGLINO ROOFING) and JOE SOTO.; a
26 Delaware Limited Liability Company; and
27 DOES 1 through 20, INCLUSIVE.

28 Defendants.

Case No.: 24CV-0553

CLASS ACTION

[Assigned for All Purposes To: Hon. Craig B. Van
Rooyen-Dept. 2]

**FEHA DISCRIMINATION CLASS ACTION
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

Complaint filed: September 6, 2024
Trial date: Not set

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**FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AGREEMENT
AND CLASS NOTICE**

This FEHA Discrimination Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario (“Plaintiffs”) and Defendants James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe (collectively “Defendant” and/or “Defendants.”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

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1. DEFINITIONS

- 1.1. “Action” means the Plaintiffs’ class action lawsuit alleging against Defendants initiated on September 6, 2024, Case No. 24CV-0553 (“Class Action”), which is pending in Superior Court of the State of California, County of San Luis Obispo.
- 1.2. “Administrator” means APEX, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were worked with Defendants, including Joe Soto during the Class Period.
- 1.5. “Class Counsel” means Deason Law, PC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the court-approved NOTICE OF FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AND FINAL HEARING , to be mailed to Class Members in English with a Spanish translation in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.
- 1.11. “Class Period” means the period from from September 6, 2021, until April 30, 2025.
- 1.12. “Class Representative” means the named Plaintiffs in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.14. “Court” means the Superior Court of California, County of San Luis Obispo.
- 1.15. “Defendants” means named Defendant James A. Quaglino, Inc. (dba Quaglino Roofing), James A. Quaglino, Joshua Paulson, and Ryan Sutcliffe.
- 1.16. “Defense Counsel” means Gordon, Rees, Scully, Mansukhani, LLP (GRSM.)
- 1.17. “Effective Date” means: (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort is filed to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration,

1 appeal or review has been finally concluded and is no longer subject to review, whether by
2 appeal, petition for rehearing, petition for review or otherwise and the Settlement has not
3 been materially modified.

4 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

5 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
6 the Settlement.

7 1.20. "Gross Settlement Amount" means One Million Six Hundred Twenty-Five Thousand
8 Dollars (\$1,625,000.00) which is the total amount Defendants agree to pay under the FEHA
9 Discrimination Class Action Settlement. The Gross Settlement Amount will be used to pay
10 Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment, Class Representative Service Payment and the Administration Expenses Payment.

12 1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the
13 Net Settlement Amount calculated according to the number of Workweeks employed during
14 the Class Period.

15 1.22. "Judgment" means the judgment entered by the Court based upon the Final Approval.

16 1.23. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
17 in the amounts approved by the Court: Class Representative Service Payments, Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
19 Expenses Payment. The remainder is to be paid to Participating Class Members as
20 Individual Class Payments.

21 1.24. "Non-Participating Class Member" means any Class Member who opts out of the Class
22 portion of the Settlement by sending the Administrator a valid and timely Request for
23 Exclusion.

24 1.25. "Participating Class Member" means a Class Member who does not submit a valid and
25 timely Request for Exclusion from the Class portion of the Settlement.

26 1.26. "Plaintiffs" mean Pablo Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario,
27 and Isaac Nazario.

28 1.27. "Preliminary Approval" means the Court's order granting preliminary approval of the Class

1 portion of the Settlement.

2 1.28. "Preliminary Approval Order" means the proposed order granting preliminary approval of
3 the Class portion of the Settlement.

4 1.29. "Released Class Claims" means the claims being released as described in Paragraph 5 below.

5 1.30. "Released Parties" means: Defendants and each of its former, and current owners, parents,
6 and subsidiaries, and all of their current, and former, officers, directors, members, managers,
7 employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
8 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives

9 1.31. "Request for Exclusion" means a Class Member's submission of a written request to be
10 excluded from the Class Settlement signed by the Class Member.

11 1.32. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members
12 and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax,
13 email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax,
14 email, or mail his or her Objection to the Settlement. The Response Deadline for Class
15 Members to whom Notice Packets are resent after having been returned as undeliverable to
16 the Administrator shall be extended by 14 calendar days beyond the original Response
17 Deadline.

18 1.33. "Settlement" means the disposition of the Actions effected by this Agreement and the
19 Judgment.

20 1.34. "Workweek" means any week during which a Class Member worked for Defendants under
21 Defendant Joe Soto's supervision for at least two days, during the Class Period.

22 **2. RECITALS**

23 2.1. On September 6, 2024, Plaintiff Torres commenced the Class Action by filing a Complaint
24 alleging several causes of action against Defendants, which included in relevant part
25 discrimination and harassment pursuant to Government Code §§ 12940-12954 and failure
26 to prevent discrimination pursuant to Government Code § 12940(k). Defendants deny the
27 allegations in the Actions, deny any failure to comply with the laws identified in in the
28 Actions and deny any and all liability for the causes of action alleged.

1 2.2. On April 30, 2025, the Parties participated in an all-day mediation presided over by
2 experienced, neutral mediator Abe Melmed, which led to this Agreement to settle the
3 Actions.

4 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) the complete
5 corresponding time and payroll records for the putative class; (2) company handbooks and
6 written policies in effect during the Class Period; (3) Plaintiffs' personnel records and
7 employment files; (4) Class data points, including, for both current and formerly-employed
8 Class Members between the start of the Class Period and the date of mediation, total numbers
9 of Class Members, average hourly rates, and approximate numbers of workweeks worked,
10 pay periods, and wage statements issued. Plaintiff's investigation was sufficient to satisfy
11 the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th
12 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130
13 (2008) ("*Dunk/Kullar*").

14 2.4. The Court has not granted class certification.

15 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
16 other pending matter or action asserting claims that will be extinguished or affected by the
17 Settlement other than the Action.

18 **3. MONETARY TERMS**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants
20 promise to pay One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000.00)
21 prior to the deadlines stated in Paragraph 4.3 of this Agreement. This amount is non-
22 revisionary, and the Administrator will disburse the entire Gross Settlement Amount without
23 requiring Participating Class Members to submit any claim as a condition of payment.

24 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
25 following payments from the Gross Settlement Amount, in the amounts specified by the
26 Court in the Final Approval:

27 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of
28 not more than \$7,500 for Pablo Torres, and \$2,000 each for Misael De La Cruz,

1 Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to their
2 Individual Class Payments. Defendants will not oppose Plaintiffs' request for a
3 Class Representative Service Payment that does not exceed these amounts. If the
4 Court approves a Class Representative Service Payment less than the amount
5 requested, the Administrator will retain the remainder in the Net Settlement Amount.
6 The Administrator will pay the Class Representative Service Payment using IRS
7 Form 1099. Plaintiffs assume full responsibility and liability for employee taxes
8 owed on the Class Representative Service Payment.

9 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than in the amount
10 of 40% of the Gross Settlement Amount, or \$650,000.00, ("Class Counsel's Fees")
11 and a Class Counsel Litigation Expenses Payment of not more than \$5,157.27
12 Defendants will not oppose requests for these payments provided that they do not
13 exceed these amounts. Class Counsel will file a motion for Class Counsel Fees
14 Payment and Class Litigation Expenses Payment no later than 16 court days prior to
15 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
16 and/or a Class Counsel Litigation Expenses Payment less than the amounts
17 requested, the Administrator will allocate the remainder to the Net Settlement
18 Amount. Released Parties shall have no liability to Class Counsel or any other
19 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
20 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
21 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
22 Payment using one or more IRS 1099 Forms. Class Counsel assumes full
23 responsibility and liability for taxes owed on the Class Counsel Fees Payment and
24 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
25 indemnifies Defendants, from any dispute or controversy regarding any division or
26 sharing of any of these Payments.

27 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
28 \$4,990.00 except for a showing of good cause and as approved by the Court. To the

1 extent the Administration expenses are less, or the Court approves payment less than
2 \$4,990.00, the Administrator will retain the remainder in the Net Settlement
3 Amount. To the extent that the Administrator's cost of \$4,990.00 are approved in
4 this case and a companion Wage and Hour Class Settlement, the parties direct the
5 APEX administrator to withdraw its fees from the FEHA Discrimination Class
6 Settlement Fund.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
8 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
9 by all Participating Class Members during the Class Period and (b) multiplying the
10 result by each Participating Class Member's Workweeks.

11 3.2.4.1. Tax Allocation of Individual Class Payments. One Hundred percent (100%)
12 of each Participating Class Member's Individual Class Payment will be
13 reported on IRS 1099 Forms.

14 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
15 Class Payments. Non-Participating Class Members will not receive any
16 Individual Class Payments. The Workweeks of Non-Participating Class
17 Members are not included in the calculation of payments to Participating
18 Class Members and therefor have no effect on the calculation of Individual
19 Class Payments paid from the Net Settlement Amount.

20 **4. SETTLEMENT FUNDING AND PAYMENTS**

21 4.1. Class Workweeks. Defendant's records demonstrate that there were 38 Class Members who
22 collectively worked a total estimate of 4,455 Workweeks during the Class Period.

23 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
24 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
25 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
26 must maintain the Class Data in confidence, use the Class Data only for purposes of this
27 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
28 employees who need access to the Class Data to effect and perform under this Agreement.

1 Defendants have a continuing duty to immediately notify Class Counsel if they discover that
2 the Class Data omitted class member identifying information and to provide corrected or
3 updated Class Data as soon as reasonably feasible. Without any extension of the deadline
4 by which Defendants must send the Class Data to the Administrator, the Parties and their
5 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
6 any issues related to missing or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendants shall fund the \$1,625,000 Gross
8 Settlement Amount, no later than 45 calendar days after final court approval of the FEHA
9 Discrimination Settlement; Defendants have the option to fund a maximum of \$775,000.00
10 of the Gross Settlement Amount no later than September 1, 2026. The payments will be
11 held in an interest-bearing account by the Administrator and any interest earned will become
12 part of the Gross Settlement Amount. In the event that the Settlement is voided because
13 approval is denied, it will be returned to Defendant promptly.

14 4.4. Payments from the Settlement Amount shall be made to Settlement Class Members after
15 Defendants fully fund the Settlement Amount and only if the Effective Date is triggered. In
16 the event that the Effective Date is not triggered, any payments made by Defendants to this
17 account and any accrued interest thereon shall be returned to Defendants by the Settlement
18 Administrator within five (5) business days. Payments shall be made to the designated third-
19 party Administrator and be credited to amounts owed separately by each party. The amounts
20 paid shall become non-refundable upon final approval of the settlement by the court.

21 4.5. Effective Date: The Effective Date shall be: (a) the date the Court enters the Final Judgment
22 and order finally approving the Settlement, if no objections, motions for reconsideration and
23 no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion
24 for reconsideration, an appeal or other effort is filed to obtain review of the Final Judgment
25 and order finally approving the Settlement, the date sixty (60) days after such
26 reconsideration, appeal or review has been finally concluded and is no longer subject to
27 review, whether by appeal, petition for rehearing, petition for review or otherwise and the
28 Settlement has not been materially modified. A "material modification" shall not include any

1 change to the Class Counsel Award, Class Representative Service Award, or amount
2 awarded for Settlement Administration Costs.

3 4.6. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants
4 funds the entire Gross Settlement Amount and the Effective Date is triggered, the
5 Administrator will mail checks for all Individual Class Payments, the Administration
6 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
7 Payment, and the Class Representative Service Payment.

8 4.6.1. The Administrator will issue checks for the Individual Class Payments and send
9 them to Participating Class Members via First Class U.S. Mail, postage prepaid. The
10 face of each check shall prominently state the date (not less than 180 days after the
11 date of mailing) when the check will be voided. The Administrator will cancel all
12 checks not cashed by the void date. The Administrator will send reminder letters to
13 Class Members whose checks remain uncashed for more than ninety (90) days.
14 Before mailing any checks, the Settlement Administrator must update the recipients'
15 mailing addresses using the NCOA database.

16 4.6.2. The Administrator must conduct a Class Member Address Search for all other Class
17 Members whose checks are returned undelivered without a United States Postal
18 Service ("USPS") forwarding address. Within 7 days of receiving a returned check
19 the Administrator must re-mail checks to the USPS forwarding address provided or
20 to an address ascertained through the Class Member Address Search. The
21 Administrator need not take further steps to deliver checks to Class Members whose
22 re-mailed checks are returned as undelivered. The Administrator shall promptly
23 send a replacement check to any Class Member whose original check was lost or
24 misplaced when requested by the Class Member prior to the void date.

25 4.6.3. For any Class Member whose Individual Class Payment check is uncashed and
26 cancelled after the void date, the Administrator shall transmit the funds represented
27 by such checks to the California Controller's Unclaimed Property Fund in the name
28 of the Class Member thereby leaving no "unpaid residue" subject to the requirements

1 of California Code of Civil Procedure § 384(b).

2 4.6.4. The payment of Individual Class Payments shall not obligate Defendants to confer
3 any additional benefits or make any additional payments to Class Members (such as
4 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 **5. RELEASES OF CLAIMS**

6 Effective on the date when Defendants fully fund the entire Gross Settlement Amount and the Court enters
7 a Final Judgment, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
8 Parties as follows:

9 5.1. Plaintiffs' Release.

10 5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present
11 spouses, shall fully release Defendants, and Defendants' present and former
12 companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners,
13 partners, owners, directors, trustees, current or former employees, vendors,
14 contractors, consultants, board of directors, and agents, as well as any of its
15 representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys,
16 insurers, and/or any of the predecessors, successors and assigns of Defendants,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns
18 generally, release and discharge Released Parties from all claims, transactions, or
19 occurrences ("Plaintiff's Release"). Plaintiff's Release does not extend to any
20 claims or actions to enforce this Agreement, or to any claims for vested benefits,
21 unemployment insurance, disability, social security, workers' compensation, or
22 claims based on facts occurring outside the Class Period. Plaintiffs acknowledge
23 that they may discover facts or law different from, or in addition to, the facts or law
24 that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'
25 Release shall be and remain effective in all respects, notwithstanding such different
26 or additional facts or Plaintiffs discovery of them.

27 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of
28 Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions,

1 rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

2 **A general release does not extend to claims that the creditor or**
3 **releasing party does not know or suspect to exist in his or her favor**
4 **at the time of executing the release, and that if known by him or her**
would have materially affected his or her settlement with the debtor
or Released Party.

5 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
6 themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, release Released Parties from (i) all claims that were
8 alleged, or reasonably could have been alleged, based on the facts alleged in the Actions
9 including, e.g., discrimination and harassment, including claims under Government Code §§
10 12940-12954, failure to prevent discrimination, harassment and retaliation, including claims
11 under Government Code § 12940(k), and any related claims arising out of any conduct
12 referenced in the Action. This release does not include claims for vested benefits,
13 unemployment insurance, disability, social security, workers' compensation, or claims based
14 on facts occurring outside the Class Period.

15 **6. MOTION FOR PRELIMINARY APPROVAL**

16 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary
17 Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court
18 maintains such a checklist.

19 6.1. Because funds from uncashed checks will be transmitted to the California Controller's
20 Office, Unclaimed Property Fund, Defendants and Defense counsel have no obligation to
21 provide declarations disclosing any facts relevant to any actual or potential conflicts with a
22 "cy pres recipient".

23 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
24 expeditiously finalizing and filing the Motion for Preliminary Approval after the full
25 execution of this Agreement; obtaining a prompt hearing date (if necessary) for the Motion
26 for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
27 Preliminary Approval or the Motion for Final Approval. Class Counsel is responsible for
28 delivering the Court's order of Preliminary Approval to the Administrator.

1 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
3 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
4 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
5 grant Preliminary Approval or conditions Preliminary Approval on any material change to
6 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
7 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
8 Agreement and otherwise satisfy the Court’s concerns.

9 **7. SETTLEMENT ADMINISTRATION**

10 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
11 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
12 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
13 exchange for payment of Administration Expenses. The Parties and their Counsel represent
14 that they have no interest or relationship, financial or otherwise, with the Administrator other
15 than a professional relationship arising out of prior experiences administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
17 Identification Number for purposes providing reports to state and federal tax authorities.

18 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
19 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
20 468B-1.

21 7.4. Notice to Class Members.

22 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
23 shall notify Class Counsel that the list has been received and state the number of
24 Class Members and Workweeks.

25 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members
27 identified in the Class Data, via first-class USPS mail, the Class Notice substantially
28 in the form attached to this Agreement as Exhibit A. The Class Notice shall

1 prominently estimate the dollar amounts of each Individual Class Payment payable to
2 the Class Member and the number of Workweeks used to calculate these amounts.
3 Before mailing Class Notices, the Administrator shall update Class Member
4 addresses using the NCOA database.

5 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
6 returned by the USPS as undelivered, the Administrator shall re-mail the Class
7 Notice using any forwarding address provided by the USPS. If the USPS does not
8 provide a forwarding address, the Administrator shall conduct a Class Member
9 Address Search, and re-mail the Class Notice to the most current address obtained.
10 The Administrator has no obligation to make further attempts to locate or send Class
11 Notice to Class Members whose Class Notice is returned by the USPS a second time.

12 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
13 and/or pay periods, and Requests for Exclusion will be extended an additional 14
14 days beyond the 45 days otherwise provided in the Class Notice for all Class
15 Members whose notices are re-mailed. The Administrator will inform the Class
16 Member of the extended deadline with the re-mailed Class Notice.

17 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
18 discovers any persons who believe they should have been included in the Class Data
19 and should have received Class Notice, the Parties will expeditiously meet and
20 confer in person or by telephone, and in good faith in an effort to agree on whether
21 to include them as Class Members. If the Parties agree, such persons will be Class
22 Members entitled to the same rights as other Class Members, and the Administrator
23 will send, via email or overnight delivery, a Class Notice requiring them to exercise
24 options under this Agreement not later than 14 days after receipt of Class Notice, or
25 the deadline dates in the Class Notice, which ever are later.

26 7.5. Requests for Exclusion (Opt-Outs).

27 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
28 Settlement must send the Administrator, by fax, email, or mail, a signed written

1 Request for Exclusion not later than 45 days after the Administrator mails the Class
2 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
3 mailed). A Request for Exclusion is a letter from a Class Member or his/her
4 representative that reasonably communicates the Class Member's election to be
5 excluded from the Class portion of the Settlement and includes the Class Member's
6 name, address and email address or telephone number. To be valid, a Request for
7 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
9 to contain all the information specified in the Class Notice. The Administrator shall
10 accept any Request for Exclusion as valid if the Administrator can reasonably
11 ascertain the identity of the person as a Class Member and the Class Member's desire
12 to be excluded. The Administrator's determination shall be final and not appealable
13 or otherwise susceptible to challenge. If the Administrator has reason to question
14 the authenticity of a Request for Exclusion, the Administrator may demand
15 additional proof of the Class Member's identity. The Administrator's determination
16 of authenticity shall be final as to the Parties, but a Class Member whose Request for
17 Exclusion is rejected by the Administrator may present a challenge to that
18 determination to the Court.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
20 is deemed to be a Participating Class Member under this Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraph 5 of this Agreement,
23 regardless whether the Participating Class Member actually receives the Class
24 Notice or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment
27 or have the right to object to the class action components of the Settlement.

28 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the

1 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
2 Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the
3 Class Member in the Class Notice. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must
5 encourage the challenging Class Member to submit supporting documentation. In the
6 absence of any contrary documentation, the Administrator is entitled to presume that the
7 Workweeks contained in the Class Notice are correct so long as they are consistent with the
8 Class Data. The Administrator's determination of each Class Member's allocation of
9 Workweeks shall be final as to the Parties (although Defendants shall retain the right to
10 correct erroneous Class Data if subsequently discovered), but a Class Member whose
11 Workweek challenge is rejected by the Administrator may present the same evidence
12 supporting the Workweek challenge to the Court for review. The Administrator shall
13 promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel
14 and Class Counsel and the Administrator's determination concerning the challenges.

15 7.7. Objections to Settlement.

16 7.7.1. Only Participating Class Members may object to the class action components of the
17 Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment and/or Class Representative Service
20 Payment.

21 7.7.2. Participating Class Members may send written objections to the Administrator, by
22 fax, email, or mail. In the alternative, Participating Class Members may appear in
23 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
24 Approval Hearing. A Participating Class Member who elects to send a written
25 objection to the Administrator must do so not later than 45 days after the
26 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
27 Members whose Class Notice was re-mailed).

28 7.7.3. Non-Participating Class Members have no right to object to any of the class action

1 components of the Settlement.

2 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
3 performed or observed by the Administrator contained in this Agreement or otherwise.

4 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
5 and maintain and use an internet website to post information of interest to Class
6 Members including the date, time and location for the Final Approval Hearing and
7 copies of the Settlement Agreement, Motion for Preliminary Approval, the
8 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
9 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
10 Payment and Class Representative Service Payment, the Final Approval Order and
11 the Judgment. The Administrator will also maintain and monitor an email address
12 and a toll-free telephone number to receive Class Member calls, faxes and emails.

13 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
14 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
15 Not later than 5 days after the expiration of the deadline for submitting Requests for
16 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
17 containing (a) the names and other identifying information of Class Members who
18 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the
19 names and other identifying information of Class Members who have submitted
20 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
21 Settlement submitted (whether valid or invalid).

22 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
23 to Class Counsel and Defense Counsel that, among other things, tally the number of:
24 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
25 Exclusion (whether valid or invalid) received, objections received, and challenges to
26 Workweeks received and/or resolved (“Weekly Report”). The Weekly Reports must
27 provide the Administrator’s assessment of the validity of Requests for Exclusion and
28 attach copies of all Requests for Exclusion and objections received. In addition to

1 the Weekly Reports, the Administrator shall report to the Parties when it has
2 completed the initial distribution of the Individual Class Payments to all individuals
3 with valid addresses.

4 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
5 decisions consistent with the terms of this Agreement on all Class Member
6 challenges over the calculation of Workweeks. The Administrator's determination
7 of each Class Member's allocation of Workweeks shall be final as to the Parties
8 (although Defendants shall retain the right to correct erroneous Class Data if
9 subsequently discovered), but a Class Member whose Workweek challenge is
10 rejected by the Administrator may present the same evidence supporting the
11 Workweek challenge to the Court for review.

12 7.8.5. Administrator's Declaration. Not later than 21 days before the date by which
13 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
14 Administrator will provide to Class Counsel and Defense Counsel, a signed
15 declaration suitable for filing in Court attesting to its due diligence and compliance
16 with all of its obligations under this Agreement, including, but not limited to, its
17 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
18 Class Notices, attempts to locate Class Members, the total number of Requests for
19 Exclusion from Settlement it received (both valid or invalid), the number of written
20 objections and attach the Exclusion List. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator's declaration(s) in Court.

23 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements
26 by employee identification number only of all payments made under this Agreement.
27 At least 21 days before any deadline set by the Court, the Administrator will prepare,
28 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for

1 filing in Court attesting to its disbursement of all payments required under this
2 Agreement. Class Counsel is responsible for filing the Administrator's declaration
3 in Court.

4 **8. CLASS SIZE ESTIMATES**

5 Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there
6 are 38 Class Members who worked an estimated 4,455 Total Workweeks during the Class period.

7 **9. DEFENDANTS' RIGHT TO WITHDRAW**

8 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 33% of the
9 total of all Class Members, Defendants may, but are not obligated to, withdraw from the Settlement. The
10 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
11 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
12 provided, however, Defendants will remain responsible for paying all Settlement Administration expenses
13 incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not
14 later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
15 elections will have no effect. The Parties agree to reasonably cooperate to obtain 100% releases from the
16 Class Members who filed Requests for Exclusion, and in the event they are able to do so, the settlement
17 shall remain intact at the same terms herein, so long as the relevant Class Members withdraw their Requests
18 for Exclusion and execute releases, including 1542 waivers. If the Parties are unable to obtain 100% of the
19 Class Members' executed releases, then Defendant may void the FEHA Class Settlement and litigation of
20 the FEHA discrimination and harassment claims may resume.

21 **10. MOTION FOR FINAL APPROVAL**

22 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
23 file in Court, a Motion for Final Approval of the Settlement and a Proposed Final Approval Order and
24 Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to
25 Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
26 expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for
27 Final Approval.

28 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

1 Participating Class Member, including the right to file responsive documents in Court no
2 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
5 on any material change to the Settlement (including, but not limited to, the scope of release
6 to be granted by Class Members), the Parties will expeditiously work together in good faith
7 to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
11 modification to the Agreement within the meaning of this paragraph.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes
14 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
15 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

16 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
17 conditions of this Agreement, the Parties, their respective counsel, and all Participating
18 Class Members who did not object to the Settlement as provided in this Agreement, waive
19 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
20 proceedings, the right to file motions to vacate judgment, motions for new trial,
21 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such time as
24 the appeal is finally resolved and the Judgment becomes final.

25 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Appellate Court vacates, reverses, or modifies the Judgment in a manner that
27 requires a material modification of this Agreement (including, but not limited to, the scope
28 of release to be granted by Class Members), this Agreement shall be null and void. The

1 Parties shall nevertheless expeditiously work together in good faith to address the appellate
2 court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50
3 basis, any additional Administration Expenses reasonably incurred after remittitur. An
4 appellate decision to vacate, reverse, or modify the Court's award of the Class
5 Representative Service Payment or any payments to Class Counsel shall not constitute a
6 material modification of the Judgment within the meaning of this paragraph, as long as the
7 Gross Settlement Amount remains unchanged.

8 **11. AMENDED JUDGMENT**

9 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in
10 good faith to jointly submit and a proposed amended judgment.

11 **12. ADDITIONAL PROVISIONS**

12 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
13 Purposes. This Agreement represents a compromise and settlement of highly disputed
14 claims. Nothing in this Agreement is intended or should be construed as an admission by
15 Defendants that any of the allegations in the Actions have merit or that Defendants have any
16 liability for any claims asserted; nor should it be intended or construed as an admission by
17 Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class
18 certification and representative treatment is for purposes of this Settlement only. If, for any
19 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
20 Defendants reserve the right to contest certification of any class for any reasons, and
21 Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves
22 the right to move for class certification on any grounds available and to contest Defendants'
23 defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will
24 have no bearing on, and will not be admissible in connection with, any litigation (except for
25 proceedings to enforce or effectuate the Settlement and this Agreement).

26 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
27 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
28 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or

1 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
2 Agreement directly or indirectly, specifically or generally, to any person, corporation,
3 association, government agency, or other entity except: (1) to the Parties' attorneys,
4 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;
5 (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate
6 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
7 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
8 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
9 seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
10 separately agree not to, directly or indirectly, initiate any conversation or other
11 communication, before the filing of the Motion for Preliminary Approval, with any third
12 party regarding this Agreement or the matters giving rise to this Agreement except to
13 respond only that "the matter was resolved," or words to that effect. This paragraph does not
14 restrict Class Counsel's communications with Class Members in accordance with Class
15 Counsel's ethical obligations owed to Class Members.

16 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or
18 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
19 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
20 ethical obligations owed to Class Members.

21 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this
28 Agreement to effectuate its terms, and to execute any other documents reasonably required

1 to effectuate the terms of this Agreement including any amendments to this Agreement.

2 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
3 efforts, in good faith, to implement the Settlement by, among other things, modifying the
4 Settlement Agreement, submitting supplemental evidence and supplementing points and
5 authorities as requested by the Court. In the event the Parties are unable to agree upon the
6 form or content of any document necessary to implement the Settlement, or on any
7 modification of the Agreement that may become necessary to implement the Settlement, the
8 Parties will seek the assistance of a mediator and/or the Court for resolution.

9 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
10 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity and portion of any liability, claim, demand, action, cause
12 of action, or right released and discharged by the Party in this Settlement.

13 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
15 relied upon as such within the meaning of United States Treasury Department Circular 230
16 (31 CFR Part 10, as amended) or otherwise.

17 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
18 changed, or waived only by an express written instrument signed by all Parties or their
19 representatives, and approved by the Court.

20 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
21 benefit of, the successors of each of the Parties.

22 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California, without
24 regard to conflict of law principles.

25 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
26 Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting.
28

1 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during the Actions and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
5 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
6 Defendants in connection with the mediation, other settlement negotiations, or in connection
7 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
8 and may not be used in any way that violates any existing contractual agreement, statute, or
9 rule of court. Not later than 90 days after the date when the Court discharges the
10 Administrator's obligation to provide a declaration confirming the final pay out of all
11 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
12 received from Defendants unless, prior to the Court's discharge of the Administrator's
13 obligation, Defendants makes a written request to Class Counsel for the return, rather than
14 the destructions, of Class Data.

15 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
16 for convenience of reference only and does not constitute a part of this Agreement.

17 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
18 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 12.17. Notice. All notices, demands or other communications between the Parties in connection
22 with this Agreement will be in writing and deemed to have been duly given as of the third
23 business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiff:

26 **DEASON LAW, P.C.**

27 DAX DEASON (SBN 337501)

28 ddeason@deason-law.com

1 DEASON LAW, PC
2 3130 Duncan Ln. Ste. 101,
3 San Luis Obispo, California 93401
4 Telephone: (713)975-7301
5 Facsimile: (832)201-0663

6 To Defendants:

7 **GRSM**

8 Matthew Theriault
9 Email: Mtheriault@grsm.com
10 Daniela Theriault
11 Email: Dtheriault@grsm.com
12 Debra Meppen
13 Email: DMeppen@grsm.com
14 Gordon Rees Scully Mansuskani
15 633 West Fifth Street, 52nd Floor
16 Los Angeles, CA 90071

17 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
18 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement
19 shall be accepted as an original. All executed counterparts and each of them will be deemed
20 to be one and the same instrument if counsel for the Parties will exchange between
21 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
22 prove the existence and contents of this Agreement.

23 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
24 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
25 that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330
26 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the
27 entire period of this settlement process.

28 **Plaintiff & Class Representatives:**

Dated:

By:



Pablo Torres

Dated:

By:



Misael De La Cruz

Dated:

By:



Roman Nazario Nolasco

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Dated:

By: 
Luis Nazario

Dated:

By: 
Isaac Nazario

Plaintiffs' Counsel:

Dated:

DEASON LAW, P.C.

By: 
Dax B. Deason
Attorney for Plaintiffs

Defendants:

Dated:

Defendant James A. Quaglino

By: _____
James A. Quaglino

Dated:

Defendant Ryan Sutcliffe

By: _____
Ryan Sutcliffe

Dated:

Defendant Josh Paulson

By: _____
Josh Paulson

Dated:

On Behalf of Defendant: _____

By: _____
James A. Quaglino Roofing (dba Quaglino Roofing)

Defendants' Counsel:

Dated:

GRSM

By: _____
Daniela Theriault
Matthew Theriault
Debra Meppen
Dina Glucksman
Attorneys for Defendants

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Dated:

By: _____
Luis Nazario

Dated:

By: _____
Isaac Nazario


Plaintiffs' Counsel:

Dated: **DEASON LAW, P.C.** _____

By: _____
Dax B. Deason
Attorney for Plaintiffs

Defendants:

Dated: September 11, 2025 **Defendant James A. Quaglino**

By: Signed by:


DOCECAF88576430
James A. Quaglino

Dated: September 11, 2025

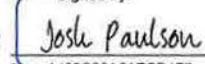
Defendant Ryan Sutcliffe

By: Signed by:


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Ryan Sutcliffe

Dated: September 11, 2025


Defendant Josh Paulson

By: Signed by:


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Josh Paulson

Dated: September 11, 2025

On Behalf of Defendant: _____


By: Signed by:


DOCECAF88576430
James A. Quaglino Roofing (dba Quaglino Roofing)

Defendants' Counsel:

Dated: September 12, 2025

GRSM

By: 

Daniela Theriault
Matthew Theriault
Debra Meppen
Dina Glucksman
Attorneys for Defendants

1 **EXHIBIT A:**
2 **NOTICE OF FEHA DISCRIMINATION CLASS ACTION SETTLEMENT AND**
3 **FINAL HEARING**

4 *Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.*
5 San Luis Obispo County Superior Court Case No. 24CV-0553

6 **YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A**
7 **DISCRIMINATION CLASS ACTION SETTLEMENT**

8 *A California court authorized this notice. This is not a solicitation from a lawyer.*

- 9
- 10 • A proposed settlement (“Settlement”) has been reached in the class action lawsuit Pablo
11 *Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.* San
12 Luis Obispo County Superior Court Case No. 24CV-0553. The purpose of this Notice of
13 Pendency of Discrimination Class Action Settlement and Final Hearing (“Notice”) is to
14 briefly describe the case and inform you of your rights in connection with the proposed
15 Settlement.
 - 16 • Plaintiff Torres previously sued Defendants James A. Quaglino, Inc. (dba Quaglino
17 Roofing) and Joe Soto on behalf of himself and similarly situated roofing workers by
18 alleging discrimination and harassment based on national origin, race and color, failure
19 to prevent discrimination, harassment, and retaliation, and related discrimination claims.
20 Defendants deny liability on all of Plaintiffs’ claims.
 - 21 • The Court has determined that there is sufficient evidence to suggest that the proposed
22 settlement is fair, reasonable and adequate. The proposed Settlement will provide a Gross
23 Settlement Amount of \$1,625,000.00 to resolve discrimination claims of all current and
24 former non-exempt hourly roofer employees who were employed by Defendant Quaglino
25 Roofing in California between September 6, 2021, through April 30, 2025 (“FEHA
26 Discrimination Settlement Class”)
- 27
28

- The lawyers for Plaintiffs are:

Dax B. Deason (SBN 337501) 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663 ddeason@deason-law.com	Anthony P. Raimondo (SBN 200387) Deason Law, P.C. 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663
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- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

As a FEHA Discrimination Class Member you are eligible to receive an individual settlement award under the settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded.

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up the right to pursue a separate legal action against Defendants, as explained in the Notice.
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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>Exclude Yourself from the FEHA Discrimination Settlement Class</p>	<p>Get no payment. By choosing this option, you may pursue your own claims against Defendants. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement.</p>
<p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>Object</p>	<p>Participate in the settlement as a Class Member, but advise the Settlement Administrator or Court of any objections you have to the Settlement and the basis for your objection.</p>

12

13

WHY DID YOU RECEIVE THIS NOTICE?

14 This Notice explains a proposed settlement of a class action lawsuit and informs you of
15 your legal rights under the proposed settlement. You are receiving this Notice because you may
16 be a member of the class on whose behalf the class action lawsuit has been brought.

17

18

WHAT IS THIS LAWSUIT ABOUT?

19 On September 6, 2024, Plaintiff Pablo Torres Santiago filed a class action complaint
20 against Defendants in the San Luis Obispo County Superior Court on behalf of himself and all
21 other similarly situated employees, entitled *Pablo Torres Santiago, et., al. v. James A. Quaglino
22 Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the "Action"). The Complaint
23 asserted causes of action based on discrimination and harassment by a former supervisor named
24 Joe Soto and Quaglino Roofing's failure to prevent discrimination, harassment and retaliation.

25

SUMMARY OF THE SETTLEMENT

26

A. Why is there a Settlement?

27 The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.
28

1 Plaintiffs believe that they would have prevailed on their claims at a trial. Defendants do not
2 believe Plaintiffs would have won anything from a trial and are confident in their factual and
3 legal defenses. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and
4 uncertainty of a trial. The parties and their attorneys think the settlement is fair, reasonable,
5 adequate and in the best interests of all FEHA Discrimination Class members.
6

7 **B. Who is in the FEHA Discrimination Settlement Class?**

8 For settlement purposes only, the FEHA Discrimination Settlement Class encompasses
9 all current and former non-exempt hourly employees (i.e., roofers) employed by Defendant
10 Quaglino Roofing in California between September 6, 2021, and April 30, 2025, who believe
11 they were victims of discrimination or harassment by Quaglino Roofing's former supervisor Joe
12 Soto.
13

14 **C. What does the Settlement provide?**

15 Subject to final Court approval, Defendants will pay \$1,625,000 (the "Gross Settlement
16 Amount") to settle the discrimination class action lawsuit. The following sums will be paid from
17 the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of up to 40% or \$650,000.00;
18 (2) Class Counsel's litigation expenses of \$5,157.27; (3) Incentive Awards to Plaintiffs ranging
19 between \$2,000 and \$7,500; and (4) Settlement Administration Costs up to \$4,990.00. After
20 deduction from the Gross Settlement Amount of court-approved expenses and fees, there will
21 be a "Net Settlement Amount." Your share of the Net Settlement Amount will be determined
22 by the formula detailed in section E below.
23

24 **D. What are you giving up to receive a payment and stay in the FEHA**

25 **Discrimination Settlement Class?**

26 If the proposed Settlement is approved by the Court, a Judgment will be entered such
27 that each FEHA Discrimination Class Member who has not submitted a timely and valid Request
28

1 for Exclusion fully releases and discharges Defendants from the Released Claims. Effective
2 on the date when the Court finally approves the entire settlement and Defendant Quaglino
3 Roofing fully funds the entire Gross Settlement Amount, Plaintiffs and all participating FEHA
4 Discrimination Class Members, shall fully release Defendants, and Defendants' present and
5 former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners,
6 partners, owners, directors, trustees, current or former employees, vendors, contractors,
7 consultants, board of directors, and agents, as well as any of its representatives, James A.
8 Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors,
9 successors and assigns of Defendants, representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns generally, release and discharge Released Parties from all claims,
11 transactions, or occurrences, including, but not limited to all claims that were, or reasonably
12 could have been, alleged, based on the facts contained, in the Complaint.
13
14

15 **E. How is my share of the Settlement Payment calculated?**

16 Each participating claimant (those who do not opt out of the Settlement) shall receive an
17 Individual Settlement Payment, which is a share of the Net Settlement Amount. Based on
18 Defendants' records, the Settlement Administrator will determine the number of workweeks
19 worked by each participating claimant as an hourly employee in California between September
20 6, 2021, and April 30, 2025. The Net Settlement Amount shall be divided between all
21 participating claimants based on the number of workweeks they worked for Defendants during
22 the Class Period.
23

24 The maximum amount that each participating claimant is entitled to receive is
25 determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing
26 a participating claimant's total workweeks by the total number of workweeks of all participating
27 claimants as expressed in the following formula:
28

Individual Settlement Payment	=	Individual Workweeks ÷ Total Class Workweeks	X	Net Settlement Amount
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None of the parties or attorneys makes any representations regarding the tax consequences of the Settlement or your participation in it. Participating claimants should consult with a tax advisor of their choosing regarding the tax consequences of the Settlement.

According to the records of Defendants, you worked as a non-exempt roofing employee at Defendant Quaglino Roofing in California between September 6, 2021, and ending April 30, 2025, for [_____ weeks]. Based on those numbers, your Individual Settlement Payment is estimated to be [_____]. This amount is subject to change based on the final ruling of the Court and the number of FEHA Discrimination Class Members who request to be excluded from the settlement.

Please be advised that the number of work weeks listed above is presumed correct unless you submit documentation proving otherwise. If you disagree with the number of weeks listed above, please submit an explanation and evidence of your proposed work weeks to the Settlement Administrator no later than (45) days after this Notice was mailed to your attention. In the event of a dispute about the correct number of work weeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without hearing or right of appeal from you.

F. Rights Under Companion Wage and Hour Class Action

FEHA Discrimination Class Members may also be the beneficiary of a separate class action wage and hour lawsuit that was also filed by Plaintiff Torres in *Pablo Torres Santiago, et., al. v. James A. Quaglino Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the

1 “Action”). In addition to discrimination claims, Plaintiff Torres also asserted various claims for
2 unpaid wages and compensation. If you were employed in an hourly non-exempt position at
3 Defendant Quaglino Roofing between September 6, 2020, and April 30, 2025, you may be
4 eligible for participation in the wage and hour class action and will be notified by separate
5 Notice of your rights in the companion wage and hour case.
6

7 **THE FINAL SETTLEMENT HEARING**

8 The Court will conduct a final fairness hearing regarding the proposed settlement (the
9 “Final Settlement Hearing”) in Department 2 of the San Luis Obispo County Superior Court,
10 located at 1050 Monterey Street, San Luis Obispo, CA 93408. FEHA Discrimination Class
11 Members will be notified of the date and time of the Final Settlement Hearing by the Settlement
12 Administrator.
13

14 At the Final Settlement Hearing, the Court will determine (i) whether the settlement
15 should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests
16 of the FEHA Discrimination Settlement Class Members; (ii) whether the FEHA Discrimination
17 Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of
18 the attorneys’ fees and costs to be awarded to Plaintiffs’ attorneys; (iv) the amount that should
19 be awarded in costs to the Settlement Administrator; and (v) the amount that should be awarded
20 to Plaintiffs as a service payment.
21

22 At the Final Settlement Hearing, the Court will hear all objections, and arguments for
23 and against the proposed settlement. You have a right to attend this hearing, but you are not
24 required to do so. You also have the right to hire an attorney to represent you, or to appear and
25 represent yourself.
26

27 **WHAT ARE YOUR OPTIONS?**

28 **A. Option 1 – Do Nothing and Participate in the Settlement**

1 ***IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL***
2 ***AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS***
3 ***APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY***
4 ***ANYTHING TO THE LAWYERS IN THIS CASE.*** If you move, you must update your address
5 with the Settlement Administrator. If you disagree with the number of work weeks indicated in
6 section E above, you must submit an explanation and/or documentation to the Settlement
7 Administrator to justify your position, postmarked no later than 45 days after mailing of this
8 Notice. The Settlement Administrator's address is 18 Technology Drive, Suite 154, Irvine, CA
9 92618. Phone: 1 800 355 0700. Email. info@apexclassaction.com

11 **B. Option 2 – Object to the Settlement**

12 If you wish to remain a FEHA Discrimination Settlement Class Member, but you object
13 to the proposed settlement, or any of its terms, and wish the Court to consider your objection at
14 the Final Settlement Hearing, you may object to the proposed settlement in writing. You may
15 also appear at the Final Approval Hearing, either in person or through an attorney at your own
16 expense. All written objections, supporting papers, and/or notices of intent to appear at the Final
17 Approval Hearing must clearly identify the case name and number, include your full name,
18 grounds for objection, be signed by you, and be mailed to the Settlement Administrator at 18
19 Technology Drive, Suite 154, Irvine, CA 92618. Objections must be postmarked no later than
20 forty-five (45) days after this Notice was mailed. If you submit an objection, you will still be
21 bound by the terms of the Settlement, including the release of Released Claims above, unless
22 the Settlement is not finally approved by the Court.

25 **C. Option 3 – Exclude Yourself from the Settlement**

26 You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you
27 choose to do so, you will not receive any benefits from the proposed settlement. By doing so,
28

1 you will reserve the right, if you choose, to file your own lawsuit against Defendants. You can
2 opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion
3 Form to the Settlement Administrator at the above-stated address, such that it is postmarked no
4 later than forty-five (45) days after this Notice was mailed.

5
6 To be valid, your Request for Exclusion must state your full name, address, telephone
7 number, the last four digits of your Social Security Number, contain a clear statement that you
8 are opting out and requesting to be excluded from the settlement in this case and must be signed
9 by you. Before opting out, it is recommended that you consult with an attorney to determine if
10 you have a valid individual claim against the Defendants, especially because discrimination
11 claims in California have a statute of limitations that require a claimant to file a complaint within
12 a certain timeframe. If you do not submit a timely and valid Request for Exclusion, you will be
13 deemed a participating claimant and will be bound by the release of Release Claims above and
14 all other Settlement terms.
15

16 **ARE THERE MORE DETAILS ABOUT THIS SETTLEMENT?**

17 The above is a summary of the basic terms of the settlement. For the precise terms and conditions,
18 of the settlement, you should review the detailed "**FEHA DISCRIMINATION SETTLEMENT**
19 **AGREEMENT AND CLASS NOTICE,**" which is on file with the Clerk of the Court. The pleadings
20 and other records in the Lawsuit may be examined in person at the Court Clerk's office, located at 1050
21 Monterey Street, San Luis Obispo, CA 93408. **IF YOU NEED MORE INFORMATION OR HAVE**
22 **ANY QUESTIONS,** you may contact the Settlement Administrator at 18 Technology Drive, Suite 154,
23 Irvine, CA 92618, 1(800) 355-0700. Please refer to the Quaglino Roofing Class Action Settlement. You
24 may also contact Class Counsel, Dax B. Deason, Esq., by calling (713) 975-7301.
25

26 ***PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT***
27 **BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
28