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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 20 2016

R. Gonzalez

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF RIVERSIDE

JAVIER PEREZ as an individual and on
behalf of all employees similarly situated

Plaintiff,

v.

WEST COAST DRYWALL, INC., a
California corporation; and DOES 1 through
50, inclusive

Defendants.

Case No.: RIC1401694

*[Assigned for All Purposes to the Honorable
Craig G. Riemer; Department: 05]*

~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

On April ¹²~~22~~, 2016, the Parties' Motion for Preliminary Approval of Class Action Settlement (the "Motion") came on for hearing in Department 05 of the California Superior Court, County of Riverside, located at 4050 Main Street, Riverside, California 92501, the Hon. Craig G. Riemer presiding. The Court has reviewed the Motion along with the Joint Stipulation of Class Action Settlement ("Settlement Agreement"), the proposed Notice of Class Action Settlement ("Notice"), the Request for Exclusion Form ("Request for Exclusion"), and the Notice of Objection to Class Action Settlement ("Objection"). The Notice, the Request for Exclusion and the Objection are attached hereto as Exhibits "1," "2" and "3," respectively.

1 Pursuant to the Settlement Agreement Plaintiff Javier Perez ("Class Representative"),
2 individually and on behalf of the class of individuals for which he seeks to represent, have
3 agreed to settle their claims against Defendants West Coast Drywall, Inc. ("WCD"), Paul
4 Diguiseppi, Denise Diguiseppi, and Royal West Drywall, Inc. ("RWD") (collectively
5 "Defendants") ("The Parties"). The Court having considered the Memorandum of Points and
6 Authorities in support of the Motion and the declarations of counsel submitted in support
7 thereof, and for good cause appearing therein, the Court now FINDS and ORDERS as follows:

8 1. Pursuant to the Settlement, the proposed settlement class is defined as: Those
9 individuals among the current and former California non-exempt employees of Defendants
10 WCD and RWD who worked for said Defendants during the period of February 21, 2010
11 through the date of Preliminary Approval of Class Action Settlement ("Class Period") who do
12 not submit valid and timely Exclusions from the class membership pursuant to the Request for
13 Exclusion procedures outlined in the Settlement Agreement. ("Settlement Class") The Court
14 hereby approves the class definition.

15 2. The proposed Settlement Class satisfies the requirement of a class because the
16 members are readily ascertainable and a well defined community of interest exists in the
17 questions of law and fact affecting the Parties.

18 3. The Settlement (including the proposed award of attorneys' fees, litigation costs,
19 and Enhancement Payment to the Class Representative) as outlined in the Settlement Agreement
20 falls within the "range of reasonableness" and therefore the Court hereby grants preliminary
21 approval of the Settlement. Based on a review of the papers submitted by the Parties, the Court
22 finds that the Settlement is the result of arms' length negotiations conducted after Class Counsel
23 had thoroughly and adequately investigated the claims and became familiar with the strengths
24 and weaknesses of those claims. The assistance of an experienced mediator in the settlement
25 process supports the Court's conclusion that the Settlement is non collusive.

26 4. The Court finds and concludes that the proposed Notice, Request for Exclusion
27 and Objection forms, and the procedures set forth in the Settlement for providing notice to the
28 Class will provide the best notice practicable, satisfy all notice requirements, adequately advise

1 Class Members of their rights under this Settlement, and therefore meet the requirements of due
2 process. The Notice fairly, plainly, accurately, and reasonably informs Class Members of:
3 (1) appropriate information about the nature of this Action, the definition of the Class, the
4 identity of Class Counsel, and the essential terms of the Settlement; (2) appropriate information
5 about the substance of the Settlement; (3) appropriate information regarding the Class
6 definition; (4) appropriate information about how the individual settlement payments will be
7 calculated; (5) the dates each member of the Settlement Class was employed by WCD and/or
8 RWD during the Class Period; (6) instructions on how to submit a Request for Exclusion or
9 Objection to the Settlement; (7) appropriate information about the deadlines by which each
10 member of the Settlement Class must file a Request for Exclusion or Objection to the
11 Settlement; and (8) notice that each member of the Settlement Class shall be releasing their
12 relevant claims against the Defendants unless they affirmatively exclude themselves or opt-out
13 of the Settlement.

14 5. The proposed plan for mailing the Notice, Request for Exclusion and Objection
15 forms (collectively, the "Notice Packet") by first class U.S. mail to the most current mailing
16 address information from a National Change of Address Search (NCOA) based on the most
17 current information provided from Defendants' records is an appropriate method, reasonably
18 designed to reach all individuals who would be bound by the Settlement. If Notice Packets are
19 returned because of incorrect addresses, the Claims Administrator appointed herein shall use
20 reasonable practices to obtain more current address information for members of the Settlement
21 Class (such as utilizing Settlement Class members' Social Security numbers to search
22 electronic address databases) and re-mail the Notice Packet to any new address thus obtained.
23 If new address information is obtained by return mail, the Claims Administrator appointed
24 herein shall promptly forward the Notice Packet to the addressee via first class U.S. mail. On
25 all such re-mails, the Claims Administrator appointed herein shall indicate on the Notice the
26 date it was re-mailed, and notify counsel for Defendants and Plaintiff's attorneys of the date of
27 each re-mailing.

28 6. The Notice Packet and the manner of distributing the Notice Packet are approved.

1 7. The Parties are ordered to carry out the Settlement according to its terms.

2 8. Plaintiff Javier Perez is appointed the Class Representative for the class. Kevin
3 Mahoney of Mahoney Law Group, APC is appointed Class Counsel.

4 9. The Court appoints Phoenix Settlement Administrator as the Claims
5 Administrator (hereinafter "Claims Administrator"). Promptly following the entry of this
6 Order, the Claims Administrator will prepare final versions of the Notice Packets, incorporating
7 into them the relevant dates and deadlines set forth in this order.

8 10. Within Twenty (20) days of preliminary approval, on or about May 12, 2016,
9 Defendants shall provide the Claims Administrator with the following information that is within
10 Defendants' possession for each Class Member: (1) the Class Member's full name, (2) last
11 known address, (3) last known telephone number, (4) social security number, (5) each Class
12 Member's dates of employment with Defendants in California, and (6) status of employment.
13 The information for each Class Member shall remain confidential and shall not be disclosed to
14 anyone, except to applicable taxing authorities and as needed by the Claims Administrator to
15 carry out the reasonable efforts required by the Settlement Agreement, or by order of the Court.
16 The Claims Administrator shall be authorized to use any reasonable practices to locate Class
17 Members in order to provide them with Notice Packets and/or settlement payments. Neither
18 Class Counsel nor the Claims Administrator may use the Class Member information for any
19 purpose other than to administer the Settlement as provided in the Settlement.

20 11. Within Ten (10) days after receipt of the database containing Defendant's records
21 pursuant to the Settlement, herein, on or about May 22, 2016, the Claims Administrator shall
22 mail a copy of the Notice to all Class Members by first class regular U.S. mail, using the most
23 current mailing address information possessed by Defendant. The Claims Administrator will
24 engage in address searches consistent with their normal practices in settlements of wage claims,
25 including skip tracing. Any returned envelopes from this mailing with forwarding address will
26 be utilized by the Claims Administrator to forward the Notice to the Class Members.

27 12. Within Forty Five (45) days after the Notice Packets are mailed, on or about July
28 6, 2016, any Class Member who wishes to exclude themselves from the Settlement must submit

1 a valid Request for Exclusion via US Mail or online at a web address identified in the Request
2 for Exclusion form. If submitted by US Mail, the date of the postmark on the return mailing
3 envelope used by the individual Settlement Class member to mail the Request for Exclusion
4 form shall be the exclusive means to determine whether a Request for Exclusion is timely
5 submitted. If submitted online, the date of the online submission of the Request for Exclusion
6 shall be the exclusive means to determine whether a Request for Exclusion is timely submitted.
7 Any member of the Settlement Class who does not timely postmark or submit a valid Request for
8 Exclusion online shall be bound by all terms of the Settlement Agreement, Release and any Final
9 Judgment entered by this Court. If submitted by US Mail, the Request for Exclusion must be
10 submitted to the Claims Administrator at the following address:

11 Javier Perez v West Coast Drywall, Inc., et al., Settlement Administrators
12 c/o Phoenix Settlement Administrators
13 P.O. Box 3982
Tustin, CA 92781

14 13. The Court will conduct a Final Approval Hearing on August 11, 2016 at 8:30 a.m.
15 in Dept. 5 of the above-captioned Court, to determine: (1) whether the proposed Settlement is
16 fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of
17 attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement
18 Payment to the Class Representative. The Motion for Final Approval of Class Action Settlement
19 shall be filed by July 20, 2016. The Claims Administrator shall file its declaration regarding
20 administration of the settlement by July 20, 2016. If the settlement is finally approved by the
21 Court, the Court will make and enter judgment and will retain jurisdiction over the parties to
22 enforce the terms of the judgment.

23 14. The Court reserves the right to continue the date of the Final Approval Hearing
24 without further notice to Class Members. The Court retains jurisdiction to consider all further
25 applications arising out of or in connection with the Settlement.

26 ///

27 ///

28 ///

1 **15.** In the event the Settlement is not finally approved, or otherwise does not become
2 effective in accordance within the terms of the Settlement, this Order shall be rendered null and
3 void and shall be vacated, and the Parties shall revert to their respective positions as of before
4 entering into the Settlement.

5 **IT IS SO ORDERED.**

6
7 DATED: *April 20, 2016*

Craig G. Riemer

The Honorable Craig G. Riemer
Judge of the Superior Court

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY
BE ENTITLED TO MONEY FROM A CLASS ACTION
SETTLEMENT.**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JAVIER PEREZ, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

WEST COAST DRYWALL, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. RIC1401694

Assigned for All Purposes to:
The Honorable Judge Craig G. Riemer
Dept. 5

**NOTICE OF CLASS
ACTION SETTLEMENT AND
HEARING DATE FOR COURT
APPROVAL**

**ATTENTION ALL CURRENT AND FORMER NON-EXEMPT
EMPLOYEES EMPLOYED BY WEST COAST DRYWALL, INC. ON
OR AFTER FEBRUARY 21, 2010 THROUGH [THE DATE OF
PRELIMINARY APPROVAL]:**

THIS NOTICE EXPLAINS YOUR POTENTIAL RIGHT TO RECOVER MONEY AS THE RESULT OF A SETTLEMENT OF A CLASS ACTION LAWSUIT AGAINST WEST COAST DRYWALL, INC., ROYAL WEST DRYWALL, INC. AND THEIR RESPECTIVE PRINCIPALS; PAUL DIGUISEPPI, AND DENISE DIGUISEPPI (HEREINAFTER COLLECTIVELY, "DEFENDANTS").

ACCORDING TO DEFENDANTS' RECORDS, YOU ARE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT. IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST COMPLETE AND SUBMIT THE ATTACHED REQUEST FOR EXCLUSION FORM AND MAIL THE REQUEST FOR EXCLUSION FORM SO THAT IT IS POSTMARKED NO LATER THAN _____, 2016.

IF YOU DO NOT COMPLETE AND POSTMARK YOUR REQUEST FOR EXCLUSION FORM BY THIS DEADLINE, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

I. WHAT IS THIS CASE ABOUT?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class action lawsuit pending before Judge Craig G. Reimer of the Superior Court of California for the County of Riverside (the "Court"). The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. This Notice is given by Order of the Court.

There is a class action lawsuit now pending before the Court. This lawsuit was originally filed on February 21, 2014 and was brought by Javier Perez ("Class Representative" or "Mr. Perez") on behalf of **all current and former non-exempt employees employed by West Coast Drywall and Royal West Drywall, Inc. ("Employers") in California on or after February 21, 2010 through [the Date of Preliminary Approval]** ("Putative Class Members"). The period from February 21, 2010 through [the Date of Preliminary Approval] is known as the Class Period.

The Action alleges that Defendants: (1) failed to pay wages; (2) failed to provide meal periods or compensation in lieu thereof; (3) failed to provide rest periods or compensation in lieu thereof; (4) failed to pay wages of terminated or resigned employees; (5) failed to comply with employee itemized wage statement provision; (6) violated the Unfair Competition Law; (7) violated the Private Attorney General Act ("PAGA"); (8) failed to reimburse employee expenses. Defendants deny each and all of the claims and contentions alleged by Plaintiff. Nevertheless, Defendants concluded that further conduct of the lawsuit would be protracted and expensive, and that it is desirable that the Class Representatives and Putative Class Members' ("Plaintiffs") claims be fully and finally settled in the manner and upon the terms and conditions set forth in the agreement that counsel for Plaintiffs ("Class Counsel") and Defendants (collectively, the "Parties") have reached to settle this case (the "Settlement"). The Court has not yet ruled on the merits of Plaintiffs' claims or Defendants' defenses.

II. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendants deny engaging in any unlawful conduct whatsoever as alleged in this lawsuit and continue to deny the claims and charges of wrongdoing and liability. Defendants deny that any money is owed related to any of the above allegations. Defendants are settling the matter as a compromise and to buy their peace and reserve the right to object to any claim if for any reason the Settlement fails.

The Parties reached a Settlement in which Defendants will pay Eight Hundred Thousand Dollars (\$800,000.00) ("Class Settlement Amount") for the Putative Class Members individual settlement payments, the Employers' and the Putative Class Members' share of taxes, the Class Representative's Service Enhancement Payment, Claims Administrator expenses, and attorneys' fees and costs. If eligible, Putative Class Members may participate in the Settlement. Putative Class Members will not pay any out-of-pocket costs.

All Putative Class Members who do not timely submit a correctly completed Request for Exclusion Form to the Claims Administrator are considered "Qualified Putative Class Members."

There was a hearing on _____ in the Superior Court of California for the County of Riverside. Judge Craig G. Reimer conditionally certified a class action against Defendants and directed that you receive this Notice.

A. Payments From Class Settlement Amount

The Court has preliminarily approved the following amounts to be funded from the Class Settlement Amount. All of the foregoing payments are subject to final approval from the Court.

1. Fee and Cost Award for Class Counsel

Class Counsel will request attorneys' fees in the amount of up to Two Hundred Sixty Six Thousand Dollars (\$266,666.00), which represents 33% of the Class Settlement Amount. Class Counsel will also request reimbursement of litigation costs and expenses up to Fifteen Thousand Dollars (\$15,000.00). The Court will not determine the amount of fees and costs until the Final Approval Hearing. The attorneys' fees and costs request shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Action. Putative Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

2. Service Enhancement Payment to the Class Representative

Class Counsel will also seek an enhanced recovery of no more than Seven Thousand Five Hundred Dollars (\$7,500.00) ("Service Enhancement Payment") for Mr. Perez for acting as Class Representative on behalf of the Settlement Class. This will be in addition to whatever payment he is otherwise entitled to as a Qualified Putative Class Member. If approved by the Court, this amount will be paid from the Class Settlement Amount for his risk and service on behalf of the Settlement Class which included, among other things, reviewing documents, participating in meetings with Class Counsel, participating in settlement negotiations, and performing other services of that nature.

3. Class Action Administration Costs

Class Action Administration Costs not exceeding Nineteen Thousand Dollars (\$19,000.00) to the Claims Administrator, Phoenix Settlement Administrators, for its services, including but not limited to distributing Class Notices and Request for Exclusion Forms to Putative Class Members, processing Request for Exclusion Forms, calculating Settlement Payments, and distributing such Settlement Payments to the Qualified Putative Class Members.

4. PAGA Penalties

Defendants shall pay Two Thousand Five Hundred Dollars (\$2,500.00) for settlement of claims brought under PAGA. The PAGA payment shall be allocated as follows: One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00) (75%) to the California Labor & Workforce Development Agency ("LWDA"), and Six Hundred Twenty Five Dollars (\$625.00) (25%) to the Qualified Putative Class Members.

The difference between the Class Settlement Amount and the above payments will be the Net Settlement Amount, which is the portion of the Class Settlement Amount eligible for distribution to Qualified Putative Class Members. All of the foregoing payments are subject to final approval from the Court.

B. Additional Payments From the Net Settlement Amount

In addition, the Court has preliminarily approved the following amounts to be funded from the Net Settlement Amount. The difference between the Net Settlement Amount and the below additional payments will be the amount distributed directly to Qualified Putative Class Members.

1. Qualified Putative Class Members Share of Payroll Taxes

Each Qualified Putative Class Members' share of payroll taxes that it is required to withhold for wage payments as a matter of law shall be paid from the Net Settlement Amount.

2. Employers' Share of Payroll Taxes

The Employers' share of payroll taxes for wage payments to the Qualified Putative Class Members, as required as a matter of law shall be paid from the Net Settlement Amount.

C. Release of Claims

Upon final approval of the Settlement, each Putative Class Member who does not properly complete and submit the attached Request for Exclusion Form is deemed to fully release and discharge Defendants along with any and all of their respective officers, directors, employees and agents ("Released Parties"), from all claims and causes of action alleged in this Action. These claims include but are not limited to all of the following claims from February 21, 2010 to the date of Preliminary Approval of Class Settlement.

1. Any claims for unpaid wages (including but not limited to overtime pay, minimum wage, regular wages, salary, bonuses, commissions, vacation or paid time off, missed meal period pay, missed rest period pay, failure to pay wages of terminated or resigned employees, , or other benefits), and claims for interest, penalties, or premiums in connection therewith, as well as any claims under the California Labor Code, California Wage Orders, alleged in the First Amended Complaint and those based on the facts alleged in the First Amended Complaint;

2. Any claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226;

3. Any claims for failure to keep accurate payroll records under California Labor Code section 1174, et seq.;

4. Any claims under California Business and Professions Code section 17200 et seq., including, but not limited to claims for injunctive relief, declaratory relief, restitution, or fraudulent business practices alleged in the First Amended Complaint and those based on the facts alleged in the First Amended Complaint;

5. All claims for failure to reimburse for necessary business expenses (California Labor Code section 2802);

6. Any claims under PAGA arising out of the wage, hour and payroll practices alleged in the First Amended Complaint and those based on the facts alleged in the

First Amended Complaint, including, but not limited to, claims against individual principals under California Labor Code section 558; and

7. Any and all other claims under California common law, the California Labor Code, California Wage Orders, the California Business and Professions Code asserted in the First Amended Complaint and those based on the facts alleged in the First Amended Complaint (all of the above in Section II. C. of this Notice are collectively referred to as "Released Claims").

The Released Claims do not include a release of any *other* rights you have or the claims you may have as an employee or former employee of the Employers. The Released Claims are specifically limited to the claims set forth above.

III. IF I CHOOSE NOT TO REQUEST TO BE EXCLUDED, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?

Each Qualified Putative Class Member shall receive a Settlement Payment, which is a share of the Net Settlement Amount. The payment for each Qualified Putative Class Member is based on the number of Qualifying Workweeks worked by that person during the Class Period. A "Qualifying Workweek" is defined as any week or partial week an employee worked for West Coast Drywall, Inc. and/or Royal West Drywall, Inc. in California between February 21, 2010 and [the date of preliminary approval].

The Settlement Payment for each individual Qualified Putative Class Member shall be calculated by first aggregating the total number of Qualifying Workweeks that all Qualified Putative Class Members were employed. The percentage obtained by dividing the number of Qualifying Workweeks for an individual Qualified Putative Class Member by the aggregate of the total number of Qualifying Workweeks for all Qualified Putative Class Members shall be used to calculate that individual Qualified Putative Class Member's relative share of the Net Settlement Amount. This percentage will be multiplied by the Net Settlement Amount to determine that individual's Settlement Payment. Settlement payments to individual Qualified Putative Class Members are estimated to range from _____ to _____ depending on the number of Qualifying Workweeks worked. The average Qualified Putative Class Member's recovery is estimated to be approximately _____.

Below this paragraph, this Notice lists the number of Qualifying Workweeks that you worked during the Class Period, based on West Coast Drywall's business records. If you believe that the number of Qualifying Workweeks listed on this Notice is incorrect, you must send a letter to the Claims Administrator not later than forty five (45) days after the Notice Packet is first mailed out with the attached document(s) indicating what you believe to be the correct number of Qualifying Workweeks. You must also send any documents or other information that support your belief. The Claims Administrator will resolve any dispute regarding the number of Qualifying Workweeks you worked based on West Coast Drywall's records and any information that you provide.

YOUR NUMBER OF QUALIFYING WORKWEEKS IS: _____

For purposes of tax payment obligations, 33 1/3% of the amounts distributed to each Qualified Putative Settlement Class Member shall be treated as wages (subject to all required withholdings) 33 1/3% will constitute interest and 33 1/3% will constitute penalties. An IRS Tax Form W-2 will be issued to each Qualified Putative Class Member with regard to the portion of

the Settlement Payments attributable to wages and an IRS Tax Form 1099 will be issued to each Qualified Putative Class Member with regard to the remaining portion of the Settlement Payments. Qualified Putative Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the settlement.

IV. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

You have three options under this Settlement, each of which is discussed below: (A) Request to be Excluded from the Settlement, (B) Object to the Settlement, or (C) Do nothing.

A. If You Want To Exclude Yourself From The Settlement

If you do not wish to participate in the Settlement, you must submit a Request for Exclusion Form online not later than forty five (45) days after the Notice Packet is first mailed out ("Exclusion Period.") or via US Mail bearing a postmark date on or before the final date of the Exclusion Period. The Request for Exclusion Form must: (1) legibly state your name, the last four digits of your Social Security number, address and telephone number, (2) state that wish to be excluded from the Settlement, (3) be dated, and (4) be signed by you under penalty of perjury. The Request for Exclusion Form must be made individually and cannot be made on behalf of a group of employees or on behalf of other Putative Class Members. If you chose to exclude yourself from the Settlement, you will not receive money from the settlement. The Request for Exclusion Form can be submitted online to [INSERT WEB ADDRESS] or can you can submit a Request for Exclusion Form to the Claims Administrator at the following address:

Javier Perez v West Coast Drywall, Inc. et al., Settlement Administrator
c/o Phoenix Settlement Administrators
P.O Box 3982
Tustin, CA 92781

The judgment will bind all Putative Class Members who do not properly submit and complete a Request for Exclusion Form. Please see the attached the Request for Exclusion Form for more detail.

B. If You Want To Object To The Settlement

You may object, personally or through an attorney, to the proposed Settlement, by mailing your completed Notice of Objection to Class Action Settlement Form ("Notice of Objection") enclosed to the Court at the following address:

Clerk of the Superior Court
County of Riverside
4050 Main Street
Riverside, CA 92501

Even if you do not appear at the fairness hearing, the Court may still consider your objection. The envelope with your Notice of Objection form to the Court must bear a postmark date on or before the final date of the Exclusion Period and copies of the Notice of Objection must be sent on the same date to:

Attorneys for Plaintiff Perez and Class Members:

Kevin Mahoney, Esq.
Mahoney Law Group, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802

Attorneys for Defendants:

Teresa M. Beck, Esq.
Paul James, Esq.
Lincoln, Gustafson & Cercos
550 West C Street, Suite 1400
San Diego, CA 92101

If you do not comply with this procedure, you may not be entitled to be heard at the fairness hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders or judgments of the Court. If you submit a valid and timely Request for Exclusion Form, you cannot object to the Settlement.

C. If You Choose To Do Nothing

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement.

V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will conduct a final approval hearing on _____ at _____ in Department 5 of the Superior Court of California, located at 4050 Main Street, Riverside, CA 92501. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Enhancement Payment to be paid to the Class Representative, and other payments discussed above. IF YOU HAVE FILED A TIMELY OBJECTION TO CLASS ACTION SETTLEMENT FORM, IT IS NOT NECESSARY FOR YOU TO APPEAR AT THE HEARING TO HAVE YOUR OBJECTION CONSIDERED BY THE COURT.

VI. WHAT IF I NEED MORE INFORMATION?

The foregoing is only a summary of the litigation and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the litigation and the proposed Settlement, you may refer to the pleadings, the Motion for Preliminary Approval of Class Action Settlement, Declaration of Kevin Mahoney in Support of Class Action Settlement, Joint Stipulation of Class Settlement, and other papers filed in the litigation, which may be inspected at the Office of the Clerk of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501 during regular business hours of each Court day. You may also view these documents at <http://www.riverside.courts.ca.gov/publicaccess>.

The current version of the Settlement Agreement is attached as an exhibit to the Third Amended Declaration of Kevin Mahoney In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on April 15, 2016.

In addition, if you have any questions, please contact the Claims Administrator at 1-888-613-5553, toll free. You may also contact Class Counsel, Kevin Mahoney, at 562-590-5550 to ask about the West Coast Drywall Class Action Settlement.

PHOENIX SETTLEMENT ADMINISTRATORS
Address: P.O. Box 27907, Santa Ana, CA 92799-7907
Telephone: (888) 613-5553.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR
THE JUDGE WITH INQUIRIES ABOUT THE SETTLEMENT**

2000-2001

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

JAVIER PEREZ v. WEST COAST DRYWALL, INC., et al.

Case No. RIC1401694

**IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS,
YOU MUST SUBMIT A REQUEST FOR EXCLUSION TO THE CLAIMS ADMINISTRATOR**

OPTION 1: ON-LINE FILING. You may submit a Request for Exclusion online at [INSERT WEB ADDRESS]

Your Password is <<password>>.

The Request for Exclusion must be submitted on or before _____.

XXX ID #

[First Name, Last Name]

[Address]

[City, State Zip]

Please fill in change of address below

(____) _____ - _____
DAYTIME TELEPHONE NUMBER

OPTION 2: FILING BY MAIL. You also may submit a Request for Exclusion by signing, completing and mailing this form to the address below.

I, (Type or Print Name) _____, last four (4) digits of my social security number _____ hereby elect to exclude myself from the class in the above-referenced litigation. I confirm that I have received the Notice of Class Action Settlement and Hearing Date for Court Approval, and the claims procedure in the above-referenced litigation. I have decided NOT to participate in the proposed settlement and I understand that I will not receive any benefit from the Settlement.

Signature: _____

Dated: _____

Any Other Names Used During Employment at West Coast Drywall and/or Royal West Drywall, Inc.: _____

Address: _____

City, State and ZIP Code: _____

Telephone No. _____

If you choose option 2, please mail this Request for Exclusion to the Claims Administrator at the address listed below. The address of the Claims Administrator is:

**JAVIER PEREZ v. WEST COAST DRYWALL, INC., et al., Settlement Administrator
c/o Phoenix Settlement Administrators
P.O. Box 3982
Tustin, CA 92781**

Deadline: Your Request for Exclusion must be postmarked by [INSERT DATE] to be excluded from the settlement class.

XXX ID: <<XXID>>
<<Name>>
<<Address1>> <<Address2>>
<<City, State Zip>>

EXHIBIT 3

**NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT FORM
("NOTICE OF OBJECTION")**

JAVIER PEREZ v. WEST COAST DRYWALL, INC., et al.

Case No. RIC1401694

If you wish to object to the class settlement in the above-referenced litigation, you must timely submit this Notice of Objection complete and sign and mail this Notice of Objection to the Court and counsel for the parties to the class settlement at the addresses listed below.

I, (Type or Print Name) _____, confirm that I have received the Notice of Class Action Settlement in the above-referenced litigation outlining the settlement terms, the hearing date for court approval of the class settlement as well as the procedures to timely request to be excluded or object to the class settlement. Having reviewed said materials, I hereby object to the class settlement in the above-referenced litigation. The grounds for my objection are as follows:

[Briefly describe the nature of your objection(s). You may attach separate pages if necessary.]

Signature: _____ Dated: _____

Any Other Names Used During Employment at West Coast Drywall and/or Royal West Drywall, Inc.: _____

Current Address: _____

City, State and ZIP Code: _____

Current Telephone No. _____

Last four (4) digits of Social Security No. _____

Please mail or deliver this Objection Form to the Clerk of the Superior Court at the address listed below.

Attn. Clerk of the Superior Court of California
County of Riverside
4050 Main Street
Riverside California 92501.

Deadline: The envelope with your Completed Notice of Objection must be a postmarked on or before [INSERT DATE] and copies of the Notice of Objection must be sent on the same date to:

Attorneys for Plaintiff Perez and Class Members:

Kevin Mahoney, Esq.
Mahoney Law Group, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802

Attorneys for Defendants :

Teresa M. Beck, Esq.
Paul James, Esq.
Lincoln, Gustafson & Cercos
550 West C Street, Suite 1400
San Diego, CA 92101

XXX ID: <<XXID>>

<<Name>>

<<Address1>> <<Address2>>

<<City, State Zip>>

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

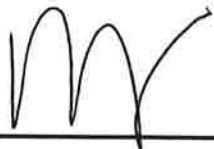
On April 15, 2016, I served true copies of the following document described as **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **By mail:** I deposited such envelope(s) in the mail at Long Beach, California, with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited within the U.S. postal service on that same day with postage thereon fully prepaid at Long Beach, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☒ **State:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 15, 2016**, at Long Beach, California.


A handwritten signature in black ink, appearing to be 'NP', is written over a solid horizontal line.

Nicole Pierson

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SERVICE LIST

Perez v. West Coast Drywall, Inc.

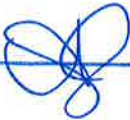
Case No. RIC1401694

Paul James, Esq.
LINCOLN, GUSTAFSON & CERCOS LLP
550 West 'C' Street, Suite 1400
San Diego, CA 92101

Attorneys for Defendants, WEST COAST
DRYWALL, INC.
Phone: 619-233-1150
Fax: 619-233-6949
Email: pjames@lgclawoffice.com

RECEIVED

APR 23 2016

BY: 



ORIGINAL



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