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

ADRIAN VIDES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CELOSEAL ROOFING, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 30-2020-01162478-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Randall J. Sherman]*

**[PROPOSED] AMENDED JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Action Filed: September 28, 2020
Trial Date: None Set

[PROPOSED] AMENDED JUDGMENT AND ORDER GRANTING FINAL SETTLEMENT APPROVAL

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1 **[PROPOSED] AMENDED JUDGMENT AND ORDER**

2 Plaintiff Adrian Vides' Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees and Costs, and Class Representative Enhancement Payment came on regularly
4 for hearing before this Court on September 2, 2022, at 10:00 a.m., pursuant to California Rule
5 of Court 3.769 and this Court's Order Granting Preliminary Approval of Class Action
6 Settlement ("Preliminary Approval Order") (ROA#75). Having considered the Stipulation of
7 Settlement ("Settlement" or "Settlement Agreement") previously attached as Exhibit 1 to the
8 Declaration of Fletcher W. Schmidt, submitted on September 9, 2021 (ROA#58), Plaintiff's
9 Supplemental Briefing in Support of Final Approval, the Parties Joint Stipulation to Mail
10 Curative Notice Packet (ROA#132), the Supplemental Declaration of Jarrod Salinas on Behalf
11 of Phoenix Settlement Administrators (ROA#135) and all other documents and evidence
12 presented in support thereof, and recognizing the sharply disputed factual and legal issues
13 involved in this case, the risks of further prosecution, and the benefits to be received by the
14 Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the
15 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arms'-
16 length negotiations between the parties. Good cause appearing therefor, the Court hereby
17 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY
18 ORDERS THE FOLLOWING:

19 1. Final judgment is hereby entered in conformity with the Settlement and this
20 Court's Preliminary Approval Order.

21 2. The conditional class certification contained in the Preliminary Approval Order
22 is hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
23 Class defined as:

24
25 All current and former non-exempt employees who have worked for
26 Celoseal Roofing, Inc. ("Defendant") in California at any time between
27 April 6, 2016, and June 10, 2021 (the "Class Period"), and who have not
28 signed a general release.

1 3. Plaintiff Adrian Vides is hereby confirmed as the Class Representative and
2 Fletcher W. Schmidt, Paul K. Haines, and Andrew Rowbotham of Haines Law Group, APC are
3 hereby confirmed as Class Counsel.

4 4. Notice was provided to the Class Members as set forth in the Settlement
5 Agreement, which was approved by the Court on November 5, 2021 (ROA#75) and December
6 29, 2022 (ROA#132), and the notice process has been completed in conformity with the Court's
7 Orders. The Court finds that said notice constituted reasonable notice under the circumstances,
8 and constituted valid, due, and sufficient notice to all Class Members. The Notice of Class
9 Action Settlement provided due and adequate notice of the proceedings and matters set forth
10 therein, informed Class Members of their rights, and fully satisfied the requirements of
11 California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the
12 California and United States Constitutions, and other applicable law.

13 5. The Court finds that no Class Member objected to the Settlement and only 2
14 individuals requested to be excluded from the Settlement, resulting in over 98% participation
15 rate. The Court determines that this response supports final approval.

16 6. The Court hereby approves the Settlement as set forth in the Settlement
17 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
18 Agreement according to its terms.

19 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
20 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
21 questions of law or fact common to the Class Members, and there is a well-defined community
22 of interest among Class Members with respect to the subject matter of the litigation; (c) the
23 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
24 Representative has fairly and adequately protected the interests of the Class Members; (e) a
25 class action is superior to other available methods for an efficient adjudication of this
26 controversy; and (f) Class Counsel is qualified to serve as counsel for the Class Representative
27 and the Class Members.

1 8. The Court finds that given the absence of objections, and objections being a
2 prerequisite to appeal, this Order shall be considered final as of the Effective Date (which is
3 defined in the Settlement Agreement as the date which the Court grants final approval of the
4 Settlement).

5 9. As of the date that this Judgment becomes final, all Class Members (except Fidel
6 Alvarez and Travis Edey, who opted-out of the Settlement), release and discharge Defendant, its
7 past and present officers, directors, shareholders, managers, employees, agents, principals,
8 spouses, heirs, representatives, accountants, auditors, consultants, and its respective successors
9 and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively
10 “Defendant’s Releasees”), from all claims, demands, rights, liabilities and causes of action that
11 were pled in the operative complaint in the class and representative lawsuit titled *Adrian Vides*
12 *v. Celoseal Roofing, Inc.*, Orange County Superior Court, Case No. 30-2020-01162478-CU-OE-
13 CXC (“the Action”), or which could have been pled in the operative complaint in the Action
14 based on the factual allegations therein, that arose during the Class Period (collectively the
15 “Released Claims”). The time period covered by this release is April 6, 2016, to June 10, 2021.

16 10. The Court orders Defendant to deposit the entire Maximum Settlement Amount
17 of \$265,000.00 with Phoenix Settlement Administrators (the “Settlement
18 Administrator”) within 30 calendar days of the date of this Order.

19 11. The Court finds that the payment to the State of California Labor and Workforce
20 Development Agency (“LWDA”) in the amount of \$37,500.00 for its 75% share of the civil
21 penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement
22 Administrator to distribute this payment in conformity with the terms of the Settlement.

23 12. The Court finds that the Class Representative Enhancement Payment in the
24 amount of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the
25 amount of time and effort spent by Plaintiff as the Class Representative; and the service
26 Plaintiff provided to the Class Members. The Court finds that this amount is fair, reasonable,
27 and adequate, and orders that the Settlement Administrator make this payment in conformity
28 with the terms of the Settlement.

1 13. The Court finds that attorneys' fees in the total amount of \$88,333.33 and
2 litigation costs of \$8,326.70 for Class Counsel are fair, reasonable, and adequate. The Court
3 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
4 with the terms of the Settlement.

5 14. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
6 the Maximum Settlement Amount for all of its work done and to be done until the completion
7 of this matter and finds that sum appropriate.

8 15. The Court finds that the Individual Settlement Payments, as provided for in the
9 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
10 distribute these payments in conformity with the terms of the Settlement.

11 16. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
12 Judgment be posted on a website hosted by the Settlement Administrator and the URL to be
13 provided to Settlement Class Members with their Individual Settlement Payments.

14 17. Any funds from Individual Settlement Payment checks remaining uncashed after
15 the 180-day check-cashing deadline will be distributed to Community Legal Aid SoCal, a
16 501(c)(3) cy pres dedicated to providing legal services to the indigent population of Orange and
17 Southeast Los Angeles Counties.

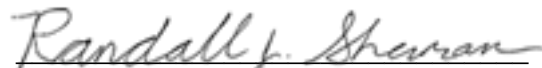
18 18. This document shall constitute a final judgment pursuant to California Rule of
19 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
20 approval hearing, the court must make and enter judgment. The judgment must include a
21 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
22 judgment. The court may not enter an order dismissing the action at the same time as, or after,
23 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
24 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and
25 California Code of Civil Procedure § 664.6.

26 19. Plaintiff will submit to the Court a final report in the form of a declaration from
27 the Settlement Administrator on or before December 27, 2023, setting forth the total amount
28 that was paid to Class Members, the number and amount of any uncashed checks, confirming

1 that distribution efforts are fully completed, including the distribution of uncashed class
2 member checks the cy pres, that the Settlement Administrator's work is complete, and that the
3 court's file thus may be closed. Plaintiff must also submit an Amended Judgment stating how
4 much money is being paid to the cy pres, including any interest that accrued on the funds, and,
5 if known, the purpose of the distribution to the cy pres and how it plans to expend the funds.
6 The Court will hold a non-appearance case review on January 12, 2024 at 10:00 a.m., continued
7 from May 24, 2023, to review the report and the Amended Judgment and determine if any
8 further reports or hearings are necessary.

9 **IT IS SO ORDERED.**

10 Dated: **March 24, 2023**


Honorable Randall J. Sherman
Judge of the Superior Court