

HAINES LAW GROUP, APC

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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]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 10, 2022

Time: 10:00 a.m.

Dept.: CX105

Action Filed: September 28, 2020

Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Vides (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum laude* and was awarded membership in the Order of the Coif. Since graduating from law school, I worked as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the litigation team for two class actions, including one wage and hour class action in Los Angeles Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Pennsylvania state and federal court. I am currently responsible for managing a caseload of over 30) active wage and hour class actions in which I am integrally involved in all aspects of litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval:

- *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);

- *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016);
- *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375

for work performed in 2013, 2014, 2015, and 2016);

- *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016);
- *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018);
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren

1 E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016,
2 2017, and 2018);

- 3 • *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles
4 County Superior Court, Honorable Daniel J. Buckley, presiding;
- 5 • *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County
6 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
7 \$475 for work performed in 2017, 2018 and 2019);
- 8 • *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No.
9 BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding
10 (approving an hourly rate of \$475 for work performed in 2018 and 2019);
- 11 • *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles
12 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
13 rate of \$595 for work performed in 2018, 2019 and 2020);
- 14 • *Ramon Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San
15 Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an
16 hourly rate of \$595 for work performed in 2017-2020);
- 17 • *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
18 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an
19 hourly rate of \$595 for work performed in 2019 and 2020); and
- 20 • *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-
21 CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
22 presiding (approving an hourly rate of \$625 for work performed in 2020 and 2021).

23 5. I have also moved to certify and have received an order certifying a class action
24 and/or conditionally certifying a collective action as Class Counsel in the following cases:

- 25 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-
26 OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A.
27 Andler presiding (certifying a class of employees who were misclassified as
28 independent contractors);

- 1 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
2 United States District Court, Central District of California, Honorable Judge Beverly
3 Reid O’Connell presiding (conditionally certifying an unpaid FLSA overtime wage
4 class);
- 5 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
6 States District Court, Central District of California, Honorable Judge John F. Walter
7 presiding (certifying a rest period violation class and conditionally certifying a FLSA
8 unpaid overtime wage class);
- 9 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
10 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding
11 (conditionally certifying an unpaid FLSA overtime wage class);
- 12 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United
13 States District Court, Eastern District of California, Honorable Judge Jennifer L.
14 Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 15 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-
16 CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
17 presiding (certifying unpaid overtime wage class and waiting time penalty class);
- 18 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-
19 CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders
20 presiding (certifying five separate classes for claims for unpaid wages, unreimbursed
21 expenses, failure to authorize and permit rest periods, and derivative claims);
- 22 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx),
23 United States District Court, Central District of California, Honorable Dolly M. Gee
24 presiding (certifying six classes of employees for rest period violations, wage
25 statement violations, meal period violations, and overtime and double-time
26 violations); and
- 27 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
28 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage

statement class).

6. In 2018, 2019, and 2020, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception.

8. Defendant operates a construction company specializing in commercial and residential decking, roofing, and waterproofing services. Declaration of Fletcher W. Schmidt Plaintiff worked for Defendant as a non-exempt employee from approximately 1999 to April 3, 2020. Plaintiff, like all other Settlement Class Members, worked for Defendant in California during the Class Period and was subject to Defendant's uniform policies and practices.

9. On September 28, 2020, Plaintiff filed his class action complaint, alleging that Defendant failed to pay all overtime wages, failed to pay all minimum wages, failed to provide all meal periods, failed to reimburse necessary business expenses, failed to issue accurate, itemized wage statements, failed to pay all final wages at the time of separation, engaged in unfair competition, and is liable for civil penalties under the Private Attorneys General Act ("PAGA").

10. Shortly after Plaintiff filed this action, Defendant engaged in a campaign to obtain general releases from putative class members. Defendant's counsel provided Plaintiff with samples of the general release as well as the accompanying materials provided to putative class members. Defendant's counsel represented that 128 of the approximately 209 putative class members signed releases as a result of these efforts.

11. Following Defendant's *Pick-Up Stix* campaign, the parties reached an agreement to attend mediation on behalf of the individuals with PAGA standing as well as the individuals who did not sign general releases. In connection with mediation, Defendant provided Plaintiff with timekeeping and payroll records for approximately 20% of the individuals who worked during the relevant time periods. Defendant also produced the employee handbook, relevant policy documents, and a list of data points necessary to complete a classwide exposure analysis

1 for the claims at issue. Plaintiff then conducted an analysis of this data and created a
2 comprehensive damages model to calculate the likely exposure that Defendant faced on each
3 claim.

4 12. On April 7, 2021, the Parties participated in a mediation with Will Klatte, Esq., a
5 respected wage and hour class action mediator in California. During mediation, the Parties
6 exchanged divergent views on Defendant's liability and Plaintiff's exposure valuations, debated
7 their legal positions, and shared their arguments regarding the likelihood of certification of
8 Plaintiff's claims. As a result of a mediator's proposal from Mr. Klatte, the Parties were able to
9 reach a classwide resolution of all claims. During the months that followed, the Parties
10 memorialized the terms into the Settlement Agreement. On November 5, 2021, the Court granted
11 preliminarily approval of the Stipulation of Settlement ("Settlement Agreement"). A true and
12 correct copy of the Preliminary Approval Order dated November 5, 2021, is attached hereto as
13 **Exhibit 1.**

14 13. Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of
15 \$265,000.00. The Net Settlement Amount ("NSA") is the amount remaining from the MSA after
16 deducting Court-approved amounts for attorneys' fees (\$88,333.33) and verified costs
17 reimbursement (\$8,227.30), the Class Representative enhancement payment (\$5,000.00),
18 settlement administration costs (\$7,500.00), and payment to the LWDA for its share of PAGA
19 penalties (\$37,500.00). A true and correct copy of my firm's expense summary is attached hereto
20 as **Exhibit 2.**

21 14. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends
22 that employees were always expected to take a full 45-minute, uninterrupted meal period each
23 day and to report to their supervisors whenever a meal period was not taken or was shorter than
24 45 minutes. Defendant argues that working time was deducted for meal periods only when the
25 employee was actually provided the meal period. Defendant also contends that individualized
26 inquiries would be required to determine whether an employee was not provided a 45-minute
27 meal period on each occasion that time was deducted from hours worked, thus posing an obstacle
28 to certification.

1 15. Defendant maintains that employees were provided all legally compliant meal
2 periods and that any missed or non-compliant meal periods were the result of employee choice,
3 not Defendant’s policy. Defendant also contends that employees waived their second meal
4 periods for shifts over 10.0 hours (but less than 12.0 hours). Defendant further argues that
5 Plaintiff’s meal period claims are unmanageable, since individual inquiries would be required to
6 assess whether meal periods were waived, and the reasons why a particular employee recorded a
7 non-compliant meal period or missed a meal period on a particular shift.

8 16. Defendant argues that it maintains a policy to reimburse all reasonable and
9 necessary business expenditures and that, to the extent that any expenses were not reimbursed,
10 they were not reasonably incurred. Defendant also maintains that the reimbursement claim faces
11 similar obstacles towards certification as Plaintiff’s other claims, particularly that it would require
12 a series of mini trials to determine which expenses were reasonable and necessary for the
13 particular job duties of the affected employee.

14 17. Defendant argues that the alleged wage statement violations were not “knowing
15 and intentional,” and that Plaintiff could not show he “suffer[ed] injury,” as required by Labor
16 Code § 226(e) for imposition of penalties. Defendant contends that it possesses strong, good faith
17 defenses to Plaintiff’s underlying claims, precluding recovery of waiting time penalties (which
18 are only available for the “willful” failure to pay wages). Defendant contends that any facial wage
19 statement violations resulted from an inadvertent error to check a box on the payroll software and
20 only affected a handful of employees. Defendant also contends that wage statements have been
21 legally-complaint since February 2020. Defendant contends that any alleged failure to pay meal
22 period premiums cannot support a derivative claim for wage statement or waiting time penalties.
23 Defendant also argues it attempted to pay its employees all final wages owed in good faith upon
24 their separation, therefore precluding a finding of wilfulness which is necessary to obtain waiting
25 time penalties under 8 Cal. Code Regs. § 13520.

26 18. Since Plaintiff’s PAGA claim is derivative of the underlying wage claims,
27 Defendant asserts that the PAGA claim will fail with those claims. Defendant also maintains that,
28

given its good faith defenses, this Court would exercise its discretion to reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

19. Here, my firm's fee request of \$88,333.33, representing one-third of the Maximum Settlement Amount, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. This request is also consistent with my firm's experience in similar wage-and-hour class action matters.

20. My firm has devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis into those claims, reviewing data and documents produced by Defendant, calculating a comprehensive damages model, preparing for and attending mediation, preparing and revising the long-form Settlement Agreement, preparing the Motion for Preliminary Approval and this Motion, providing supplemental briefing for the Motion for Preliminary Approval, overseeing the notice process, fielding questions from Settlement Class Members, and otherwise litigating the case.

21. My firm has a lodestar of approximately \$101,132.50; a negative multiplier compared to the \$88,333.33 fee request. A general summary showing the number of hours of work performed by each attorney and paralegal is set forth below. A true and correct copy of the current Laffey Matrix is attached hereto as **Exhibit 3**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (16th Year Attorney)	\$675	8.5	\$5,737.50
Fletcher W. Schmidt (10th Year Attorney)	\$650	75.9	\$49,335.00
Andrew J. Rowbotham (8th Year Attorney)	\$475	92.4	\$43,890.00
Firm Paralegals	\$175	12.4	\$2,170.00
Total Lodestar			\$101,132.50

22. My firm incurred and respectfully requests reimbursement of \$8,227.30 in actual litigation costs, which is less than the \$15,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement.

23. Plaintiff also requests that the Court approve \$7,500.00 in administration costs to Phoenix Settlement Administrators as the Settlement Administrator.

1 24. I confirm that I do not have any interest or involvement in the governance or work
2 of the cy pres recipient, Community Legal Aid SoCal. Likewise, I am not affiliated with the
3 Settlement Administrator, Phoenix Settlement Administrators.

4 25. Plaintiff seeks an enhancement payment of \$5,000.00 and believes that this request
5 is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on
6 behalf of the Settlement Class Members. Among other things, Plaintiff gathered factual
7 information and provided relevant documents to attorneys at my firm, attended multiple
8 telephonic meetings to discuss the claims and theories at issue in the litigation, and otherwise
9 actively participated in the prosecution of this action. Plaintiff attached his name to this lawsuit
10 for the benefit of the Settlement Class Members and the detriment of himself. Plaintiff may lose
11 employment opportunities in the future as a result of prosecuting his rights and the rights of his
12 coworkers. Plaintiff deserves to be compensated for these unique risks which other Settlement
13 Class Members are not subject to.

14 26. Concurrently with the filing of this motion, Plaintiff provided notice of the
15 proposed Settlement, as well as copies of this motion and all papers filed in support, to the LWDA.
16 A true and correct copy of the LWDA's confirmation of submission is attached hereto as **Exhibit**
17 **4.**

18 I declare under penalty of perjury under the laws of California and the United States that
19 the foregoing is true and correct. Executed on May 16, 2022, at El Segundo, California.

20
21 
22 Fletcher W. Schmidt

EXHIBIT 1

HAINES LAW GROUP, APC

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Attorneys for Plaintiff

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] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 5, 2021

Time: 10:00 a.m.

Dept.: CX105

Reservation: 73603939

Action Filed: September 28, 2020

Trial Date: None Set

1 The Motion of Plaintiff Adrian Vides (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement came regularly for hearing before this Court on November 5, 2021, at 10:00
3 a.m. The Court, having considered the proposed Stipulation of Settlement (the “Settlement”),
4 attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt filed concurrently herewith;
5 having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith, the supplemental papers; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a
11 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
12 For purposes of the Settlement, the Court finds that the proposed Settlement Class is
13 ascertainable and that there is a sufficiently well-defined community of interest among the
14 members of the Settlement Class in questions of law and fact. Therefore, for settlement
15 purposes only, the Court grants conditional certification of the following Settlement Class:

16 All current and former non-exempt employees who have worked
17 for Defendant Celoseal Roofing, Inc. in California at any time
18 between April 6, 2016 and the date of preliminary approval of the
19 Settlement, and who have not signed a general release.

20 2. For purposes of the Settlement, the Court designates named Plaintiff Adrian
21 Vides as Class Representative and designates Fletcher W. Schmidt, Paul K. Haines, Andrew J.
22 Rowbotham, and Alma V. Montenegro of Haines Law Group, APC as Class Counsel.

23 4. The Court designates Phoenix Settlement Administrators as the third-party
24 Settlement Administrator for mailing notices.

25 5. The Court approves, as to form and content, the Class Notice and Dispute Form
26 attached as Exhibit 3 to plaintiff’s supplemental papers ~~a combined Exhibit 2 to the Declaration~~
27 ~~of Fletcher W. Schmidt and submitted concurrently with Plaintiff’s Motion.~~

28 6. The Court finds that the form of notice to the Settlement Class regarding the
pendency of the action and of the Settlement, and the methods of giving notice to members of

1 the Settlement Class, constitute the best notice practicable under the circumstances, and
2 constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and
3 method of giving notice comply fully with the requirements of California Code of Civil
4 Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the
5 California and United States Constitutions, and other applicable law.

6 7. The Court further approves the procedures for Settlement Class members to opt
7 out of or object to the Settlement, as set forth in the Class Notice.

8 8. The procedures and requirements for filing objections in connection with the
9 Final Approval Hearing are intended to ensure the efficient administration of justice and the
10 orderly presentation of any Class Member's objection to the Settlement, in accordance with the
11 due process rights of all Settlement Class members.

12 9. The Court directs the Settlement Administrator to mail the Class Notice and
13 Dispute Form (collectively the "Notice Packet") to the members of the Settlement Class in
14 accordance with the terms of the Settlement. The Court directs the Settlement Administrator to
15 carry out all duties as required by the Settlement.

16 10. The Class Notice shall provide at least 60 calendar days' notice for members of
17 the Settlement Class to opt out of, or object to the Settlement. Any Request for Exclusion or
18 Objection shall be submitted directly to the Settlement Administrator and not filed with the
19 Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement Administrator
20 shall forward copies of all Requests for Exclusion and Objections to counsel for all parties. The
21 Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
22 Final Approval of Class Action Settlement which authenticates a copy of every Request for
23 Exclusion and Objection received by the Settlement Administrator. The Settlement
24 Administrator shall give notice to any objecting Settlement Class member of any continuance of
25 the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

26 11. The Final Approval Hearing on the question of whether the Settlement should be
27 finally approved as fair, reasonable, and adequate is scheduled in Department CX105 of this
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Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701 on March 25, 2022, at 10:00 a.m.

12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, enhancement payment to Plaintiff, settlement administration costs, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement payment, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below (assuming the Court signs this Order on October 15, 2021):

Event	Date
Defendant to provide Class Member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	October 29, 2021
Settlement Administrator to mail Notice Packet to Class Members no later than [10 business days from receipt of Class Member information]:	November 15, 2021
Deadline for Class Members to request exclusion from, submit dispute, or object to the Settlement [60 calendar days from mailing of Notice Packet]:	January 14, 2022
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	February 11, 2022
Final Fairness Hearing:	_____, 2022

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent
3 with either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5
6 Dated: **November 5, 2021**

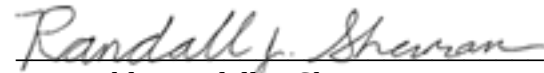

Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT 2

Haines Law Group, APC

Expense Summary

Adrian Vides, et al. v. Celoseal Roofing, Inc.

EXPENSE	AMOUNT
Copying and Postage Costs	\$355.26
Document Purchase Fees	\$7.40
FedEx	\$16.02
Filing and Service Fees	\$3,848.62
Mediation Fees	\$4,000.00
TOTAL:	\$8,227.30

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been

approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4