

FILED

San Francisco County Superior Court

NOV 18 2022

CLERK OF THE COURT

BY: Cludia Sheen
Deputy Clerk



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

JOSE SOTO RODRIGUEZ, an individual; and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

WEDGE ROOFING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-20-587823

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEY FEES, COSTS,
ENHANCEMENT AWARD

1 Plaintiff's Motion for Final Approval of Class Action Settlement, Attorney Fees, Costs, and
2 Enhancement Award (the "Final Approval Motion") came for hearing on November 18, 2022 in
3 Department 304 of the above-entitled Court.

4 On July 14, 2022, the Court entered an order granting preliminary approval of the Third
5 Amended Joint Stipulation of Class and PAGA Action Settlement and Release (the "Settlement
6 Agreement").¹ The Final Approval Motion was unopposed by Defendant Wedge Roofing, Inc.
7 ("Defendant"). Having considered the Final Approval Motion, the Settlement Agreement, the
8 Declarations, and all other materials properly before the Court and having conducted an inquiry
9 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement is
10 fair. Due and adequate notice having been given to the Class, and the Court having considered the
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments
12 received regarding the proposed settlement, and having reviewed the record in this Litigation, and
13 good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 15 1. The Court grants final approval of the Settlement Agreement.
- 16 2. The Court, for purposes of this Order, hereby incorporates and refers to the terms as set
17 forth in the Settlement Agreement.
- 18 3. The Court has jurisdiction over the subject matter of this Action, the Class
19 Representative, the Class Members, and Defendant.
- 20 4. The Court certifies, for settlement purposes only, the following Class ("Class"):
21 All persons who are currently employed, or formerly have been employed,
22 as non-exempt hourly employees engaged in roofing services by Defendant
in California, at any time from November 5, 2016, through July 14, 2022.
- 23 5. For settlement purposes only, the Court finds and concludes: (a) the Class Members
24 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
25 of law or fact common to the Class Members, and there is a well-defined community of interest among
26 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class

27
28 ¹ The Settlement Agreement is attached as Exhibit 1 to the Fourth Supplemental Declaration of Jose
Macias, Jr. filed July 14, 2022.

1 Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly
2 and adequately protected the interests of the Class Members; (e) a class action is superior to other
3 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified
4 to serve as counsel for the Plaintiff in his individual and representative capacities and for the
5 Settlement Class.

6 6. For settlement purposes only, Plaintiff Jose Soto Rodriguez is hereby confirmed as the
7 Class Representative.

8 7. For settlement purposes only, Jose Macias, Jr., and Macias Rodriguez Adams LLP are
9 hereby confirmed as Class Counsel.

10 8. The Court finds that the distribution of the Class Notice, as provided for in the Order
11 Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the
12 circumstances to all Class Members and fully met the requirements of California law and due process
13 under the Constitution of the State of California and United States Constitution. The actual notice to
14 the Class was adequate and reasonably calculated, under the circumstances, to apprise Settlement
15 Class Members of the pendency of the action, the terms of the proposed settlement, and of their right
16 to appear, object to, or exclude themselves from the Settlement.

17 9. Zero Class Members requested Exclusion from the Settlement.

18 10. Zero Class Members objected to the Settlement following a full and fair opportunity to
19 participate in the Final Approval Hearing.

20 11. The Court approves the Settlement, as set forth in the Settlement Agreement and each
21 of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are directed to
22 perform in accordance with the terms set forth in the Settlement Agreement.

23 12. The Parties are to bear their own costs, except as otherwise provided in the Settlement
24 Agreement.

25 13. The Court finds that the Settlement is fair, adequate, and reasonable and in the best
26 interests of the Class. The Court finds that the Parties reached the Settlement following meaningful
27 discovery and investigation conducted by Class Counsel and that the Settlement is the result of serious,
28 informed, adversarial, and arms-length negotiations between the Parties. In so finding, the Court has

1 considered all the evidence presented, including evidence regarding the strength of Plaintiff's case;
2 the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
3 amount offered in the Settlement; the extent of investigation and discovery completed; and the
4 experience and views of Class Counsel.

5 14. The Gross Settlement Amount to be paid under the Settlement Agreement is \$500,000.
6 From this amount, Class Counsel collectively sought an award of attorneys' fees of \$175,000,
7 litigation expenses of \$6,905.80, Enhancement Award for Plaintiff of \$12,500, \$3,150 to Simpluris,
8 Inc. as the Settlement Administrator, and \$50,000 for PAGA penalties, \$37,500 of which would be
9 paid to the California Labor and Workforce Development Agency ("LWDA") and \$12,500 to eligible
10 Class Members who were employed during the PAGA Period as set forth in the Settlement Agreement.
11 Defendant does not oppose these requests.

12 15. The Court finds that the Gross Settlement Amount is fair, reasonable and adequate, and
13 awards the payments set forth below from the Gross Settlement Amount:

- 14 a) \$175,000 to Class Counsel for attorneys' fees;
15 b) \$6,905.80 to Class Counsel for litigation costs and expenses;
16 c) \$5,000 to Plaintiff as an Enhancement Award;
17 d) \$3,150 to the Settlement Administrator for the costs of settlement administration;²
18 e) \$37,500 to the LWDA; and
19 f) After deducting the foregoing payments from the Settlement Amount, the remainder
20 shall form the Net Settlement Fund payable to the Settlement Class Members after
21 subtracting employer payroll costs as set forth in the Settlement Agreement and as
22 calculated by the Settlement Administrator.

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26 ² At the Final Approval hearing, Class Counsel requested an upwards adjustment for settlement
27 administrative costs from \$3,150 to \$4,000. Class Counsel also filed a supplemental declaration of
28 Evelin Reyes, a Case Manager at Simpluris, Inc., who declared the actual settlement administration
costs are \$4,000. (See Suppl. Reyes Decl. ¶ 2 & Ex. A.) Class Counsel's request for an increase in
settlement administrative costs is denied. The Settlement Agreement expressly caps settlement
administration costs at no more than \$3,150. (See Settlement Agreement ¶¶ 20, 34.)

16. The Settlement Administrator is directed to calculate the Class Members' Individual Settlement Amounts from the Net Settlement Fund and issue all payments within and in accordance with the Settlement Agreement.

17. Settlement Class Members shall have 180 days to negotiate settlement checks from the date of issuance by the Settlement Administrator. If a Class Member does not negotiate their check within this time period, the check shall be tendered to the *cypres* recipient, Bay Area Legal Aid.

18. A Status Conference is set for July 28, 2023, at 9:00 a.m. At least five (5) court days prior to the Status Conference, the Parties shall file a status report, accompanied by an admissible evidentiary declaration, that states the total amount paid to the Class, the number of uncashed checks, and the amount of uncashed checks.

19. The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

20. Plaintiff shall submit a copy of this Order to the LWDA within 10 days after entry pursuant to Labor Code section 2699(1)(3).

IT IS SO ORDERED.

Dated: Nov. 18, 2022


ETHAN P. SCHULMAN
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 18, 2022, I electronically served ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEY FEES, COSTS, ENHANCEMENT AWARD via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

NOV 18 2022

Mark Culkins, Interim Chief Executive Officer of the Court

By: _____



Felicia Green, Deputy Clerk