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Attorneys for Plaintiff
ROBERTO RIVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROBERTO RIVERA, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

J. B. WHOLESALE ROOFING AND
BUILDING SUPPLIES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21TRCV00503

*Assigned for all purposes to the Hon. Ronald F.
Frank, Department 8*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

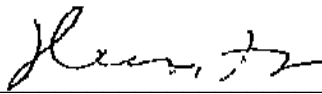
Complaint Filed: July 12, 2021
Trial Date: None

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on July 11, 2023, the Honorable Ronald F. Frank, in
3 Department 8 in the above-entitled Court, located at One Regent Street, Inglewood, CA 90301,
4 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Final Order and Judgment which was executed and filed on July 11, 2023.

6
7
8 Dated: July 12, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 D. Luke Clapp
14 *Attorneys for Plaintiff*
15 ROBERTO RIVERA
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EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – INGLEWOOD COURTHOUSE**

ROBERTO RIVERA, individually, and on
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pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

J. B. WHOLESALE ROOFING AND
BUILDING SUPPLIES, INC., a California
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inclusive,

Defendants.

Case No.: 21TRCV00503

*Assigned for All Purposes to the Hon. Ronald
F. Frank, Department 8*

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: July 5, 2023
Hearing Time: 8:30 a.m.
Dept.: 8

Set By Court

Complaint Filed: July 12, 2021
Trial Date: September 12, 2023

FILED
Superior Court of California
County of Los Angeles
07/11/2023
David W. Slayton, Executive Officer / Clerk of Court
By: L. Geisler Deputy

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (hereinafter “Action”) having come before
3 the Court on July 5, 2023, for a hearing on Plaintiff’s Motion for Final Approval of Class Action
4 and PAGA Settlement (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and consistent with the Court’s Order Amending the
6 Preliminary Approval Order, and as set forth in the Joint Stipulation of Class Action and PAGA
7 Settlement (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice
8 having been given to all Class Members as required in the Preliminary Approval Order and in
9 accordance with the Court’s Order amending the Settlement schedule, and the Court having
10 considered all papers filed and proceedings had herein and otherwise being fully informed and
11 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
12 **FOLLOWS:**

13 1. The Court GRANTS Plaintiff ROBERTO RIVERA’s (“Plaintiff”) Motion for
14 Final Approval of Class Action and PAGA Settlement.

15 2. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. Consistent with the definitions provided in the Settlement Agreement, the terms
18 “Class,” “Class Members,” and “PAGA Members” shall mean the following: “all current and
19 former non-exempt employees of Defendant J.B. Wholesale Roofing and Building Supplies, Inc.
20 who were employed by Defendant in the state of California at any time between May 6, 2020,
21 and July 7, 2022.”

22 4. This Court has jurisdiction over the subject matter of the Action and over all
23 Parties to the Action, including all Class Members and PAGA Members.

24 5. Distribution of the Class Notice directed to the Class Members as set forth in the
25 Settlement Agreement and the other matters set forth therein has been completed in conformity
26 with the Preliminary Approval Order, and with the Court’s Orders Amending the Preliminary
27 Approval Order and Settlement Schedule, including individual notice to all Class Members who
28 could be identified through reasonable effort, and the best notice practicable under the

1 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
2 matters set forth therein, including the proposed settlement set forth in the Settlement Agreement,
3 to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements
4 of due process. All Class Members and all Released Class Claims and Released PAGA Claims
5 are covered by and included within the Settlement and this Final Order.

6 6. The Court hereby finds the Settlement Agreement was entered into in good faith
7 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
8 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
9 satisfied the standards and applicable requirements for final approval of this class action
10 settlement under California law, including the provisions of California Code of Civil Procedure
11 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
12 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

13 7. The Court hereby confirms Protection Law Group, LLP and Lawyers *for* Justice,
14 PC as Class Counsel in the Action.

15 8. The Court hereby approves the Settlement set forth in the Settlement Agreement
16 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
17 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
18 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
19 Court further finds that the Parties have conducted extensive investigation and research, and
20 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
21 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
22 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
23 the benefits that are being granted as part of the Settlement and recognizes the significant value
24 to the Class Members. The Court also finds that the Class is properly certified as a class for
25 settlement purposes only.

26 9. According to the terms of the Settlement Agreement, upon the complete funding
27 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant J.B.
28 Wholesale Roofing and Building Supplies, Inc. (“Defendant”), Plaintiff and all Participating

1 Class Members shall fully release and discharge Defendant and its past, present and/or future,
2 direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys,
3 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
4 affiliates, divisions, predecessors, successors (including but not limited to SRS Distribution, Inc.),
5 assigns, and joint venturers (the “Released Parties”) from any and all claims which Plaintiff and/or
6 the Participating Class Members had, or may claim to have, against Released Parties, during the
7 Class Period arising from the violations alleged in the Complaint or which could reasonably have
8 been raised as part of Plaintiff’s claims, including factual allegations regarding unpaid straight
9 and overtime wages (including any work off-the clock); failure to provide reporting time pay;
10 failure to pay employees all minimum wages and overtime wages owed including by failing to
11 pay all overtime and double time at the correct regular rate of pay; failure to provide compliant
12 meal and rest breaks; failure to pay all premium wages owed for short, late or missed meal and
13 rest periods; failure to pay all wages owed at discharge or resignation failure to timely pay wages
14 within the times permissible under Labor Code section 204; failure to provide complete and
15 accurate wage statements; failure to keep complete and accurate payroll records; failure to
16 reimburse necessary business-related expenses; and factual allegations regarding Defendant’s
17 violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a),
18 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, (collectively the “Released Class
19 Claims”). The release of the Released Class Claims shall be applicable for the period between
20 May 6, 2020, and July 7, 2022 (the “Class Period”).

21 10. Upon the complete funding of the Gross Settlement Amount by Defendant,
22 Plaintiff, the California Labor Workforce and Development Agency (“LWDA”), and the State of
23 California shall fully release and discharge the Released Parties from any and all claims for civil
24 penalties under PAGA that were or reasonably could have been raised as part of Plaintiff’s claims
25 in the Complaint or as part of Plaintiff’s allegations in the PAGA Notice provided to the LWDA,
26 including any claim for the recovery for civil penalties, attorneys’ fees and costs permissible
27 under PAGA that could reasonably have been raised based on the facts alleged (the “Released
28 PAGA Claims.”). The Released PAGA Claims are limited to those claims which arose during the

period between May 6, 2020, and July 7, 2022 (the “PAGA Period”)

11. As of the Settlement Effective Date, named Plaintiff Roberto Rivera, for himself only, also fully releases the Released Parties from the Class Representative General Release (as set forth in the Settlement Agreement).

12. No Class Member objected to the terms of the Settlement.

13. Only one (1) Class Member, Miguel Rincon Santana, requested to be excluded from the terms of the Settlement and is hereby excluded from this order and Judgment. Accordingly, 289 Participating Class Members are bound by this Judgment.

14. The Court finds the settlement payments provided for under the Settlement Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of \$750,000.00 within thirty (30) days of the Final Approval Order as set forth in the Settlement Agreement to provide payments for Individual Settlement Payments to all Participating Class Members and all PAGA Members, the PAGA Penalties to the LWDA pursuant to Labor Code Section 2698, *et seq.*, the Class Representative Incentive Payment to Plaintiff Roberto Rivera, Class Counsel’s Fees and Costs, and the Settlement Administrator’s Costs. The calculations and the payments shall be administered in accordance with the terms of the Settlement Agreement.

15. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys’ Fee Award in the amount of one-third (1/3) of the Gross Settlement (\$250,000.00) and attorneys’ Cost Award in the amount of \$10,839.28 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys’ fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

16. The Court hereby approves and orders a Class Representative Incentive Payment of \$7,500.00 to named Plaintiff Roberto Rivera from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

1 17. The Court finds and determines that the resolution of the Released PAGA Claims
2 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
3 orders the payment in the amount of \$37,500.00 (75% of \$50,000.00) from the Gross Settlement
4 Amount to the LWDA for penalties arising under the PAGA. The remaining \$12,500.00 (25% of
5 \$50,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

6 18. The Court also hereby approves and orders payment from the Gross Settlement
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
8 Phoenix Settlement Administrators, in the amount of \$8,250.00.

9 19. The Court hereby approves and orders payment of individual settlement payments
10 (“Individual Settlement Payments”) from the Net Settlement Amount to the Participating Class
11 Members on a *pro rata* basis as set forth in the Settlement Agreement.

12 20. The Court also hereby approves and orders that any checks distributed from the
13 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
14 days after being issued will be transferred to the California State Controller’s Office pursuant to
15 California Civil Code § 1500 and held in trust for such Participating Class Members. As such, no
16 “unpaid residue” under California Code of Civil Procedure section 384 will result from the
17 Settlement.

18 21. Provided the Settlement becomes effective under the terms of the Settlement
19 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
20 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative Incentive
21 Payment is as set forth in the Settlement Agreement.

22 22. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
23 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
25 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
26 specifically denies it has violated any federal, state, or local law; violated any regulations or
27 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
28 requirements; breached any contract; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

24. Plaintiff shall file and serve formal notice of Entry of Judgment including Notice to the LWDA.

25. The Court sets a compliance hearing regarding distribution of the settlement payments for _____.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 07/11/2023



A handwritten signature in black ink, reading "Ronald F. Frank".

Ronald Frank / Judge

HON. RONALD F. FRANK
JUDGE OF THE SUPERIOR COURT