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

RAMON PUENTE VASQUEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

DECRA ROOFING SYSTEMS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CVRI2104302

[Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: July 26, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: September 21, 2021

Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 26 2024

E. Escobedo

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JUL 26 2024

1 This matter came on regularly for hearing before this Court on July 26, 2024, at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's February 23, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered
4 the parties' Stipulation of Settlement (herein "Settlement Agreement" or "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and this
12 Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is hereby
14 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
15 as:

16 All current and former non-exempt employees who worked for Defendant Decra
17 Roofing Systems, Inc. ("Defendant") in California at any time from March 27,
2017, until January 23, 2023 (the "Class Period").

18 3. Plaintiff Ramon Puente Vasquez is hereby confirmed as Class Representative, and Paul
19 K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby
20 confirmed as Class Counsel.

21 4. On April 12, 2024, notice was provided to the Settlement Class as set forth in the
22 Settlement. The form and manner of notice were approved by the Court on February 23, 2024, and the
23 notice process has been completed in conformity with the Court's Order. The Court finds that said
24 notice was the best notice practicable under the circumstances. The court-approved Class Notice
25 provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement
26

27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on January 30,
28 2024 as Exhibit A to the Declaration of Paul K. Haines in Support of Plaintiff's Motion for Preliminary
Approval of Class Action Settlement. Unless otherwise indicated, all terms used in this Order and Final
Judgment shall have the same meaning as that assigned to them in the Settlement.

1 Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
2 § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that three
4 (3) of the 96 Settlement Class members have opted out of the Settlement, and that the 96.88%
5 participation rate in the Settlement supports final approval. The three individuals who requested
6 exclusion are Salvador Amador, Sheree Kinzel, and Elvira Valencia.

7 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as
8 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
9 to its terms.

10 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
11 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Settlement Class, and there is a well-defined community of
13 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
14 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
15 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
16 members; (e) a class action is superior to other available methods for an efficient adjudication of this
17 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
18 Settlement Class.

19 8. The Court finds that given the absence of objections to the Settlement, and objections
20 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

21 9. The Court orders Defendant to deliver the Gross Settlement Amount of Five Hundred
22 Thousand Dollars and Zero Cents (\$500,000.00) to Phoenix Settlement Administrators, the Settlement
23 Administrator, as provided for in the Settlement. Specifically, Defendant shall fully fund the Gross
24 Settlement Amount, including all amounts necessary to fully pay Defendant's share of payroll taxes, by
25 transmitting such funds to the Administrator no later than 30 calendar days after the date of this Order.

26 10. Individual Settlement Award checks shall be negotiable for at least 90 days but not more
27 than 180 days after the date of mailing. Any Settlement funds that remain uncashed after 180 calendar
28 days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed

1 Property Fund in the name of the Settlement Class member.

2 11. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair,
3 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
4 in conformity with the terms of the Settlement. The Court further orders that any envelop transmitting a
5 Settlement Award to a Settlement Class member shall bear the notation, "YOUR CLASS ACTION
6 SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the Settlement Administrator
7 shall mail a reminder postcard to any Settlement Class member whose Settlement Award check has not
8 been negotiated within sixty (60) days after the initial date of mailing. The Court further orders that if
9 any of the Settlement Class members are Defendant's current employees and the Settlement Award
10 mailed to those current employees is returned to the Settlement Administrator as being undeliverable,
11 and the Settlement Administrator is unable to locate a valid mailing address, the Settlement
12 Administrator shall arrange with Defendant to have those Settlement Awards delivered to the employees
13 at their place of employment.

14 12. The Court finds that an enhancement payment in the amount of \$7,500.00 for Plaintiff is
15 appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award
16 is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in
17 conformity with the terms of the Settlement.

18 13. The Court finds that attorneys' fees in the amount of \$166,666.67 and actual litigation
19 costs of \$30,866.79 for Class Counsel, are fair, reasonable, and adequate in light of the common fund
20 created by the Settlement, and orders that the Settlement Administrator distribute these payments to
21 Class Counsel in conformity with the terms of the Settlement.

22 14. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from the
23 Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to
24 be done until the completion of this matter and finds that sum appropriate.

25 15. The Court finds that the payment to the California Labor & Workforce Development
26 Agency ("LWDA") in the amount of \$30,000.00 for its 75% share of the \$40,000.00 settlement of
27 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
28 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this

1 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$10,000
2 of the PAGA Amount is to be distributed to the 61 Aggrieved Employees in conformity with the terms
3 of the Settlement.

4 16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment
5 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
6 Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
7 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on
8 the part of Defendant.

9 17. As of the date of this Order and Final Judgment, and upon the complete funding of the
10 Gross Settlement Amount, Plaintiff and all participating Settlement Class members, except Salvador
11 Amador, Sheree Kinzel, and Elvira Valencia, who submitted timely Request for Exclusions, shall fully
12 release and discharge Defendant and all of its past and present officers, directors, employees, and agents
13 (collectively the "Released Parties") from any and all claims and causes of action alleged or which could
14 have been alleged based on the facts alleged in the First Amended Class and Representative Action
15 Complaint ("FAC"), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime
16 wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d)
17 failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure
18 to furnish accurate, compliant, and itemized wage statements; (f) all claims for unfair business practices
19 that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative
20 FAC; and (g) all damages, penalties, interest, costs (including attorney's fees) and other amounts
21 recoverable under said claims or causes of action and facts arising out of or based on the facts and/or
22 legal theories alleged in the FAC (collectively, the "Released Claims"). This release shall run from
23 March 27, 2017 until January 23, 2023.

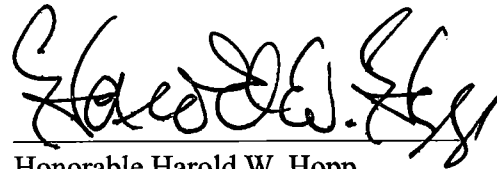
24 18. Additionally, Plaintiff and the State of California release the Released Parties from any
25 claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out
26 of or based on the facts and legal theories alleged in Plaintiff's letter to the Labor & Workforce
27 Development Agency ("LWDA") dated September 17, 2021, and only to the extent they are alleged in
28 the FAC.

1 19. This document shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
3 hearing, the court must make and enter judgment. The judgment must include a provision for the
4 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
5 not enter an order dismissing the action at the same time as, or after, entry of judgment." The Court will
6 retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in
7 connection with the Settlement. The Settlement Administrator shall give notice of this Judgment by
8 posting this Final Judgment on its website.

9 20. The Settlement Administrator shall file a declaration regarding the disbursement of
10 Settlement funds on or before May 22, 2025. A Non-Appearance Case Review Re: Filing of Final
11 Disbursement Declaration is set for May 29, 2025 at 8:30 A.M.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 7/26, 2024



Honorable Harold W. Hopp
Judge of the Superior Court