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By: B. Delgado, Deputy *B.D.*

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Superior Court of California,
County of San Diego
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DANIEL A. MUNOZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

S&W ROOF TEAR-OFF CORPORATION a
California limited liability company; and DOES
1 through 100,

Defendants.

Case No. 37-2022-00005924-CU-OE-CTL

*[Assigned for all purposes to Hon. Matthew
C. Braner in Dept. C-60]*

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

Date: January 12, 2024

Time: 9:00 a.m.

Dept: C-60

Complaint Filed: February 15, 2022

Trial Date: None set.

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Daniel A. Munoz ("Plaintiff") for Final Approval of Class Action
3 Settlement ("Final Approval Motion") came on regularly for hearing before this Court on January
4 12, 2024, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order
5 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
6 Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or
7 "Settlement"), and the documents and evidence presented in support thereof, and recognizing the
8 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
9 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
11 product of good faith, arm's-length negotiations between the parties. Good cause appearing
12 therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS the
13 following:

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

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees employed by Defendant
19 S&W Roof Tear-Off Corporation in California at any time from February
20 15, 2018 through September 1, 2023 (the "Class Period").

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
22 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on September 1, 2023, and the notice process has been
25 completed in conformity with the Settlement and the Court's Preliminary Approval Order. The
26 Court finds that said notice was the best notice practicable under the circumstances. The Class
27 Notice provided due and adequate notice of the proceedings and matters set forth therein,
28 informed Settlement Class members of their rights, and fully satisfied the requirements of
California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

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

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

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Settlement Payments, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
20 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

21 10. The Court orders Defendant S&W Roof Tear-Off Corporation (“Defendant”) to
22 deposit the Maximum Settlement Amount of \$307,554.52 with the Settlement Administrator,
23 Phoenix Settlement Administrators, in accordance with the terms of the Settlement.

24 11. This Court orders that any settlement checks shall be negotiable for 180 calendar
25 days from the date of issuance of the check, and that any settlement checks that remain uncashed
26 after 180 days after they are mailed shall be transferred to Ronald McDonald House Charities of
27 San Diego, Inc., the *cy pres* recipient designated by the Parties.

28 12. The Court finds that the payment to the California Labor & Workforce

1 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of
2 Plaintiff’s representative claim under the PAGA is fair, reasonable, and adequate, and orders the
3 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
4 of the Settlement.

5 13. As of the Effective Date and upon Defendant’s complete funding of the Maximum
6 Settlement Amount, Plaintiff and every member of the Settlement Class will fully release and
7 discharge Defendant, and all of its past, present and future, officers, directors, shareholders,
8 partners, employees, agents, principals, heirs, family members, predecessors, successors,
9 members, managers, representatives, accountants, auditors, consultants, insurers, and their
10 respective successors and predecessors in interest, subsidiaries, affiliates, assigns, parents, PEOs,
11 attorneys, and/or any other individual or entity which could be liable for the acts or omissions
12 (collectively the “Released Parties”) as follows: Settlement Class members will release all claims,
13 demands, rights, liabilities and causes of action that were pled in the operative First Amended
14 Class and Representative Action Complaint, or which could have been pled in the First Amended
15 Class and Representative Action Complaint, that arose during the Class Period, including: (a)
16 failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all
17 meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit
18 all rest periods, or premium pay for non-compliant rest periods; (e) failure to furnish accurate and
19 compliant itemized wage statements; (f) failure to timely pay all wages due or final wages due;
20 and (g) all claims for unfair business practices that could have been premised on the facts, claims,
21 causes of action or legal theories of relief pled in the Action (collectively, the “Class Member
22 Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class
23 Period. In addition, all Settlement Class members (regardless of whether they opt out) who
24 worked for Defendant at any time from February 15, 2021 through September 1, 2023 (the
25 “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all
26 claims for civil penalties that could have been premised on the facts alleged within the February
27 15, 2022 exhaustion letter filed with the LWDA by Plaintiff (“the PAGA Released Claims”).

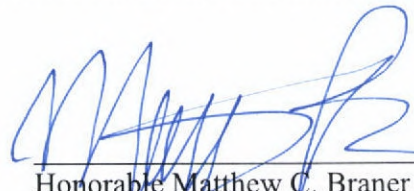
28 14. This document shall constitute a final judgment pursuant to California Rule of

1 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
2 approval hearing, the court must make and enter judgment. The judgment must include a provision
3 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
4 The court may not enter an order dismissing the action at the same time as, or after, entry of
5 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
6 and this Judgment.

7 15. Plaintiff shall file a Final Disbursement Declaration on or before January 10, 2025.

8 **IT IS SO ORDERED.**

9
10 Dated: 11/12/24, 2024


Honorable Matthew C. Braner
Judge of the Superior Court