

CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Attorneys for Plaintiffs
JAVIER EDGARDO ROMERO

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

JAVIER EDGARDO ROMERO, individually
and on behalf of others similarly situated, and
as an aggrieved employee and Private
Attorney General,

Plaintiff,

vs.

ALLIED ROOFING & WATERPROOFING,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants

Case No.: 21STCV12180

*Assigned for all purposes to the Honorable
William F. Highberger, Dept. 10*

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

Complaint Filed: March 30, 2021
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on January 12, 2026, the Honorable William F.
3 Highberger in Department 10 of the above-entitled Court executed the Final Order and Judgment
4 granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Order").
5 Pursuant to the Court's Order, a Non-Appearance Case Review hearing on the Distribution of
6 Settlement and the remaining unclaimed settlement funds is set for March 30, 2027, at 9:00 a.m.
7 in Department 10. Class counsel is to submit a Final Report re: Distribution of the Settlement
8 Funds no later than March 23, 2027.

9 Plaintiff was ordered to file and serve notice of the Entry of Judgment, including to the
10 LWDA.

11 Attached hereto as **Exhibit 1** is a true and correct copy of the Court's Final Order and
12 Judgment.

13
14 DATED: January 21, 2026

PROTECTION LAW GROUP, LLP



16 By: _____

17 Carlos Jimenez
18 D. Luke Clapp
19 Kiryl Karpiuk
20 *Attorneys for Plaintiff,*
21 JAVIER EDGARDO ROMERO
22
23
24
25
26
27
28

EXHIBIT 1

CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
JAVIER ROMERO

FILED
Superior Court of California
County of Los Angeles
01/14/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAVIER EDGARDO ROMERO, individually and
on behalf of others similarly situated, and as an
aggrieved employee and Private Attorney General,

Plaintiff,

vs.

ALLIED ROOFING & WATERPROOFING,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21STCV12180

*Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: January 12, 2026
Hearing Time: 11:00 a.m.
Dept.: 10

Complaint Filed: March 30, 2021
FAC Filed: April 22, 2025
Trial Date: None Set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on January 12, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement”), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiff Javier Edgardo Romero’s (“Plaintiff”) Motion for
11 Final Approval of Class Action and PAGA Settlement.

12 2. All terms used herein shall have the same meaning as defined in the Agreement.

13 3. The term “Class” and “Class Members” shall mean the following: “all current and
14 former non-exempt employees of Defendant Allied Roofing and Waterproofing Inc.
15 (“Defendant”), who worked for Defendant at any time between March 30, 2017, and January 10,
16 2025.” The term “Participating Class Member” includes all Class Members who did not submit a
17 timely and valid Request for Exclusion as provided in the Agreement.

18 4. The term “PAGA Members” shall mean the following: “all current and former non-
19 exempt employees of Defendant who worked for Defendant in the State of California at any time
20 from February 10, 2024, through January 10, 2025.”

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

23 6. Distribution of the Class Notice directed to the Class Members as set forth in the
24 Agreement and the other matters set forth therein has been completed in conformity with the
25 Amended Preliminary Approval Order, including individual notice to all Class Members who
26 could be identified through reasonable effort, and the best notice practicable under the
27 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
28 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all

persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

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

8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

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

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall fully release and discharge Defendant Allied Roofing and Waterproofing, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, reinsurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from claims, debts, rights, demands, liabilities, obligations and

causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and First Amended Complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; and (vii) unfair business practices pursuant to Business and Professions Code section 17200 et. seq. ("Released Class Claims"). This release shall apply to claims that arose from March 30, 2017, through January 10, 2025. ("Class Period"). This release shall be binding on all Participating Class Members.

11. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the California Labor and Workforce Development Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff's February 10, 2025 PAGA Letter to the LWDA and in the operative complaint including but not limited to factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; and (vi) failure to provide complete, accurate wage statements; for penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (Released PAGA Claims"). The release shall apply to claims that arose from February 10, 2024, through January 10, 2025. ("PAGA Period").

12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on behalf of himself only—shall also generally release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and

1 expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected,
2 asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising
3 out of Plaintiff's employment with Defendant, payment of wages during that employment and the
4 cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance
5 or regulation. Such claims include but are not limited to any and all Released Class Claims and
6 termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8
7 CCR § 11060; California Code. of Civil Procedure §1021.5; California common law of contract;
8 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law,
9 the Employee Retirement Income Security Act, 29 U.S.C. §§1001, et seq. (ERISA) §778.315; and
10 federal common law. In addition, Plaintiff's General Release includes but is not limited to, all
11 claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive
12 damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
13 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
14 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the
15 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
16 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and
17 the law of contract and tort. This release excludes the release of claims not permitted by law.
18 Plaintiff's General Release include all claims, whether known or unknown. Even if Plaintiff
19 discovers facts in addition to or different from those they now know or believe to be true with
20 respect to the subject matter of Plaintiff's General Release, those claims will remain released and
21 forever barred. Specifically, Plaintiff waives all rights and benefits afforded by California Civil
22 Code Section 1542, which provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
26 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

27 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot
28 be waived or released by private agreement. Further, nothing in this Order shall prevent Plaintiff

1 from filing a charge or complaint with, or from participating in, an investigation or proceeding
2 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency
3 charged with the enforcement of any employment or other applicable laws.

4 13. No Class Member requested to be excluded from the terms of the Settlement. The
5 last date to timely submit a request for exclusion was December 22, 2025. Accordingly, all 205
6 Participating Class Members are included and bound by this Order and Judgment.

7 14. The Court also hereby finds that there were no written objections to the
8 Settlement. The last day to submit a written objection to the settlement was December 22, 2025.
9 The Court also notes there were no objections made at the hearing on Final Approval of the
10 Settlement.

11 15. The Court finds the settlement payments provided for under the Agreement to be
12 fair and reasonable in light of all of the circumstances. The Court finds that pursuant to the terms
13 of the Agreement Defendant has already funded a portion of the Gross Settlement Amount in the
14 amount of \$300,000.00. The Court orders Defendant to fund the remainder of the Gross
15 Settlement Amount, as modified by escalation provision due to the increase in the number
16 workweeks, (\$200,738.58) and all employer-side payroll taxes no later than April 8, 2026, (180
17 days following the first installment) to provide payments for the Class/PAGA Members
18 individual settlement payments, class representative enhancement payment for Plaintiff, Class
19 Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties
20 to the LWDA pursuant to Labor Code Section 2698 et seq. The calculations and the payments
21 shall be made administered in accordance with the terms of the Agreement.

22 16. Pursuant to the terms of the Agreement and amendment thereto, and the
23 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
24 Counsel attorneys' fees in the amount of \$166,650.00 (33.33% of the Gross Settlement Amount)
25 and litigation costs in the amount of \$35,280.82 from the Gross Settlement Amount as final
26 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
27 owed to Class Counsel and any other person or entity related to the Action. The Court further
28

orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

17. The Court hereby approves and orders a Class Representative Enhancement Payment of \$7,500.00 Plaintiff Javier Edgardo Romero from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

18. The Court approves and orders the payment in the amount of \$30,000.00 (75% of \$40,000) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining \$10,000.00 (25% of \$40,000) shall be distributed to the PAGA Members as set forth in the Agreement.

19. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc., in the amount of \$8,000.00.

20. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

21. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the California State Controller's Office and held in trust for such Class Members pursuant to California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

22. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

23. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an

admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class/PAGA Claims.

24. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the 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 Agreement shall be presented to the Court for resolution.

25. A non-appearance case review regarding the distribution of the Settlement and the remaining unclaimed settlement funds is scheduled for March 30, 2027 at 9:00 a.m.. A final report shall be filed five court days prior to the hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 01/14/2026



A handwritten signature in black ink that reads "W. F. Highberger".

William F. Highberger / Judge
JUDGE OF THE SUPERIOR COURT