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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ENERSAIN BELTRAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. THE ROOF MASTERS, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 25CU021086C [*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: November 6, 2026 Time: 9:30 a.m. Dept.: C-71 Action Filed: April 23, 2025 Trial Date: None Set

PLEASE TAKE NOTICE that, pursuant to California Rule of Court 3.769, on November 6, 2026, at 9:30 a.m., or as soon thereafter as the matter may be heard, in Department C-71 of the Superior Court of California, County of San Diego, located at the 330 W Broadway, San Diego, California 92101, Plaintiff Enersain Beltran ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed Stipulation of Settlement ("Settlement Agreement") in this lawsuit, entered into between Plaintiff and Defendant The Roof Masters, Inc. ("Defendant");
2. Pursuant to Section 382 of the California Code of Civil Procedure, and for settlement purposes only, provisional certification of the Settlement Class, defined as follows:

   > All current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and the date of preliminary approval (the "Class Period").

3. Preliminary appointment of Plaintiff Enersain Beltran as the Class Representative;
4. Preliminary appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, as Class Counsel;
5. The scheduling of a hearing to consider final approval of the Settlement and Plaintiff's requests for the Class Representative Service Award, settlement administration costs, the LWDA's share of PAGA civil penalties, Class Counsel's attorneys' fees, and Class Counsel's costs and expenses;
6. Appointment of Apex Class Action Administration as the neutral settlement administrator ("Settlement Administrator"); and
7. Approval of the proposed Notice Packet, comprised of the Notice of Class Action and PAGA Settlement ("Class Notice"), Notice of Individual Class Payment, Request for Exclusion Form, and Objection Form (the "Notice Packet"), and entry of the proposed Order instructing that the Notice Packet be disseminated to the proposed Settlement Class in English and Spanish.

This motion is based on this notice of motion, the attached memorandum of points and authorities, the declarations of Matthew K. Moen, Paul K. Haines, Fletcher W. Schmidt, and Ian T. Mallery, Plaintiff Enersain Beltran, and Sean Heartranft of Apex Class Action Administration, and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Respectfully Submitted,

Dated: October 13, 2026

HAINES LAW GROUP, APC

By: 

Matthew K. Moen
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Enersain Beltran ("Plaintiff"), individually and on behalf of the proposed Settlement Class, respectfully requests that this Court preliminarily approve the proposed Stipulation of Settlement ("Settlement Agreement" or "Settlement"),[1] entered into by Plaintiff and Defendant The Roof Masters, Inc. ("Defendant") (collectively, the "Parties"). Plaintiff respectfully requests that this Court preliminarily approve this non-reversionary, $900,000.00 class action settlement on behalf of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and the date of preliminary approval (the "Class Period").

Based upon the data provided by Defendant, there are approximately 307 potential Settlement Class members. Settlement, § 4.E. After Court-approved deductions for Plaintiff's Class Representative Service Award, the Settlement Administrator's costs, the PAGA civil penalties, and attorneys' fees and costs to Class Counsel, the remaining Net Settlement Amount ("NSA") is estimated to be no less than $487,510.00. Moen Decl., ¶ 11. This results in an average Individual Class Payment of approximately $1,587.98, with the highest possible estimated Individual Class Payment of $7,600.93 (in the event a Settlement Class member performed work in every workweek during the Class Period), and the lowest possible estimated Individual Class Payment of $27.64 (in the event a Settlement Class member worked only one workweek during the Class Period). *Id*. Further, an additional $17,500.00 will be paid to all current and former nonexempt hourly employees employed by Defendant in California from April 23, 2024 through the date of preliminary approval (the "PAGA Period") (collectively, the "Aggrieved Employees") for the release of claims under the Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"). Settlement, §§ 2, 4.C(5), 5.B(i). These payments will be made to approximately 148 Aggrieved Employees, resulting in an average Individual PAGA Payment of approximately

[1] The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen ("Moen Decl."), filed concurrently herewith, and the proposed Notice Packet is attached as Exhibit 2 to the Moen Decl.

$118.24. Moen Decl., ¶ 11. Significantly, Settlement Class members do not need to file a claim form in order to receive an Individual Class Payment, and all Settlement Class members who do not opt out will automatically receive their share of the Settlement. Settlement, § 5. This represents an exceptional result for the Settlement Class members, who will be agreeing to a release of only those claims that were actually asserted, or which could have been asserted based on the facts alleged in the operative First Amended Complaint ("FAC"). *Id.*, § 3.A.

Prior to reaching this proposed Settlement, Defendant, through informal discovery and information exchange, provided Plaintiff with timekeeping records for all putative class members, payroll records, workweek/pay period data, and policies and employee handbooks spanning the entire Class Period. Moen Decl., ¶ 12. On August 6, 2026, after extensive legal research and analysis, along with Plaintiff's comprehensive review of the data, the Parties participated in a mediation session with Lynn Frank, Esq., an experienced wage-and-hour class action mediator, and were able to reach a class-wide settlement at the conclusion of mediation. *Id.* Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval. *Id.*

This proposed Settlement is well within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the monetary benefit to the Settlement Class members. For the reasons discussed herein, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. FACTUAL AND PROCEDURAL BACKGROUND

Defendant operates a residential and commercial roofing company doing business in San Diego County and throughout California. Moen Decl., ¶ 13. Plaintiff was employed by Defendant as a non-exempt roofer in California during the Class Period. Declaration of Enersain Beltran ("Beltran Decl."), ¶ 2. Like all Settlement Class members, Plaintiff was employed by Defendant as a non-exempt employee during the Class Period and was subject to Defendant's allegedly unlawful wage and hour policies and practices. *Id.*, ¶ 3.

On April 23, 2025, Plaintiff initiated the instant action, alleging Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all meal

periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenditures; (6) failed to provide accurate itemized wage statements; and (7) violated California's Unfair Competition Law, Business and Professions Code § 17200 *et seq.* Moen Decl., ¶ 14. On June 30, 2025, Plaintiff filed the operative FAC to add a claim for civil penalties under PAGA, Labor Code § 2698 *et seq. Id.*

B. PLAINTIFF'S CLAIMS AND DEFENDANT'S DEFENSES

1. Failure to Pay Minimum and Overtime Wages

Plaintiff asserts that Defendant failed to maintain accurate daily timekeeping records and instead paid non-exempt employees a flat daily rate equivalent to eight hours per workday, without tracking actual hours worked. Moen Decl., ¶ 15. Specifically, Plaintiff asserts Defendant's managers simply called and texted employees at the end of the week to ask how many days they worked, and Defendant's paid employees based on those daily counts. *Id.* Additionally, Plaintiff alleges employees were asked to report at 8:00 a.m. but often did not receive assignments until approximately 9:00-9:30 a.m. without pay, and were then required to stay at worksites for additional uncompensated time. *Id.* Plaintiff also alleges Defendant called and texted employees before and after their shifts regarding job instructions, but failed to accurately record or pay for this time worked. *Id.*; *see also* Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198; IWC Wage Order 16, § 4.

Defendant denies Plaintiff's claims and contends it has complied with all applicable laws, including maintaining accurate daily timekeeping records for all non-exempt employees throughout the relevant time period. Moen Decl., ¶ 16. To support this assertion, Defendant provided Plaintiff with daily timekeeping records for all putative class members. *Id.* Defendant further asserts that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether any employee performed off-the-clock work and exactly how much time each employee purportedly spent working off the clock on any given day, resulting in an unmanageable series of mini-trials. *Id.*

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2. Meal Period Violations

Plaintiff asserts that Defendant failed to provide legally compliant meal periods. Moen Decl., ¶ 17. Plaintiff alleges that, in practice, meal periods were often not provided until after the end of the fifth hour of work and were regularly interrupted to send employees to other jobsites, to remove trash off-site, or to travel to Home Depot for supplies. *Id.* Plaintiff also alleges Defendant required employees to keep a cell phone on their person to communicate with supervisors at all times. *Id.* Plaintiff further asserts second meal periods were not provided for shifts over 10.0 hours, and Plaintiff's payroll records contain no meal period premium payments. *Id.*; *see also* Labor Code §§ 226.7, 512; IWC Wage Order 16, § 10; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.

In response, Defendant argues it is only required to "provide" the opportunity to take meal periods, not "ensure" they are taken. Moen Decl., ¶ 18; *see Brinker*, *supra*, 53 Cal.4th at 1038. Defendant further argues that it maintained lawful meal period policies and practices that provided timely, duty-free 30-minute meal periods, and produced employee timekeeping records showing lawful meal periods being recorded. Moen Decl., ¶ 18. Defendant also argues that individualized inquiries will be required to determine why meal periods were late, short, or missed and whether they were the result of employee choice, not Defendant's policies, thereby precluding class certification. *Id*.

3. Rest Period Violations

Plaintiff asserts that Defendant failed to authorize and permit any duty-free 10-minute rest periods, regardless of shift length. Moen Decl., ¶ 19. Plaintiff further asserts Defendant required employees to carry and be responsive to their cellular phones at all times while on duty, so that employees were never relieved of all duty and employer control. *Id.* Plaintiff also alleges Defendant did not pay any rest period premiums during the Class Period. *Id.*; *see also* Labor Code §§ 226.7, 516; IWC Wage Order 16, § 11; *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

Defendant argues it maintains a lawful rest period policy that authorizes and permits employees to take all required rest periods. Moen Decl., ¶ 20. Defendant asserts this claim is not

amenable to class treatment, as individual inquiries would be required to determine whether each employee was authorized and permitted to take lawful rest periods on each particular shift, resulting in an unmanageable series of mini-trials. *Id.* Defendant further contends that class treatment of this claim is unmanageable, since rest periods are not recorded. *Id.*

4. Failure to Reimburse Business Expenditures

Plaintiff asserts that Defendant required non-exempt employees to use their personal cell phones to communicate with supervisors about work duties, to purchase tools necessary for roofing (including ladders, hand saws, nail guns, and rippers), and to use their personal vehicles during shifts to travel to worksites, to hardware stores to pick up materials, and between multiple jobsites on a single workday. Moen Decl., ¶ 21. Plaintiff further asserts Defendant did not pay any reimbursement for these expenses. *Id.*; *see also* Labor Code §§ 2802, 2804; *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

Defendant argues that it reimbursed all reasonable and necessary business expenditures and that, to the extent any expenses were not reimbursed, they were not reasonably or necessarily incurred. Moen Decl., ¶ 22. Defendant also asserts it issued company credit cards to employees authorized to make business purchases and provided company vehicles to transport employees to worksites each day. *Id.* Defendant further asserts that any use of personal cell phones, tools, or vehicles was individualized and the result of employee choice, not Defendant's policies. *Id.* Defendant also maintains that this claim would require a series of mini-trials to determine which employees actually incurred such expenses and in which pay periods. *Id.*

5. Wage Statement, Waiting Time, Unfair Competition, and PAGA Penalties

As a result of Defendant's failure to pay all minimum and overtime wages and meal/rest period premiums, Plaintiff asserts that Defendant issued inaccurate wage statements. Moen Decl., ¶ 23.; *see also* Labor Code § 226. Plaintiff further asserts that Defendant willfully failed to pay all wages due at separation of employment, including unpaid minimum and overtime wages and meal and rest period premium wages. Moen Decl., ¶ 23; *see also* Labor Code §§ 201-203; *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93. Finally, Plaintiff seeks PAGA civil penalties based on these same predicate Labor Code violations. Moen Decl., ¶ 23; *see also* Labor

Code § 2698 *et seq.*; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213 ("As we have explained, they [civil penalties under PAGA] are mandatory, not discretionary.").

Defendant argues that Plaintiff's waiting time, wage statement, and PAGA claims are derivative of the underlying claims and will fail if the underlying claims fail. Moen Decl., ¶ 24; *see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff could not show employees "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Moen Decl., ¶ 24; *see* Labor Code § 226(e)(1). Defendant further contends that it possesses strong, good faith defenses to Plaintiff's underlying claims, and that a reasonable, good faith belief in compliance with wage and hour laws precludes imposition of wage statement or waiting time penalties. Moen Decl., ¶ 24; *see Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056. As to waiting time penalties, Defendant maintains that its good faith defenses to Plaintiff's underlying claims would preclude the recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Moen Decl., ¶ 24; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203."). Finally, as to the PAGA claim, Defendant argues that the Court would exercise its discretion to substantially reduce any PAGA penalties, and that its good-faith defenses would apply to reduce any PAGA award. Moen Decl., ¶ 24; *see Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 (affirming reduction of PAGA penalties).

C. DISCOVERY AND MEDIATION

The Parties engaged in informal discovery and information exchange prior to attending mediation. Moen Decl., ¶ 25. Defendant provided Plaintiff with timekeeping records for all putative class members and class list and workweek/pay period data spanning the entire Class Period, policies and employee handbooks, and payroll records. *Id.* Plaintiff analyzed this data to create a comprehensive damages model. *Id.* On August 6, 2026, the Parties participated in a mediation session with Lynn Frank, Esq., an experienced wage-and-hour class action mediator, during which the Parties exchanged divergent views on Defendant's liability and exposure

valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. *Id.* At the conclusion of mediation, the mediator issued a mediator's proposal that the Parties accepted. *Id.* Over the following months, the Parties finalized the terms of the proposed Settlement now before the Court for preliminary approval. *Id.*

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves this settlement, Defendant will pay a Maximum Settlement Amount ("MSA") of $900,000.00. Settlement, § 4. This Settlement is non-reversionary, and Settlement Class members will automatically receive their Individual Class Payment unless they affirmatively opt out. *Id.*, §§ 4.C, 5. Defendant shall pay the Maximum Settlement Amount and the employer's share of payroll taxes on the portion allocated as wages within sixty (60) calendar days after the Court signs an Order granting final approval of the Settlement, but in no event sooner than October 6, 2027. *Id.*, § 4.B. The monetary terms of the Settlement are as follows:

Maximum Settlement Amount:	**$900,000.00**
Minus attorneys' fees (35%):	$315,000.00
Minus attorneys' costs (up to):	$20,000.00
Minus Class Representative Service Award:	$10,000.00
Minus LWDA PAGA Payment:	$32,500.00
Minus Individual PAGA Payments:	$17,500.00
Minus Settlement Administrator costs (up to):	$17,490.00
Net Settlement Amount:	**$487,510.00**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for Court-approved attorneys' fees and costs, Plaintiff's Class Representative Service Award, the Settlement Administrator's costs, and the PAGA civil penalties, the Settlement provides for an estimated NSA of no less than $487,510.00. *See* Settlement, §§ 4.C. Individual Class Payments will be calculated based on the proportionate number of workweeks worked by each Participating Class Member (i.e., each Settlement Class member who does not opt out) during the Class Period. *Id.*, §§ 3.A, 5.B(ii). Further, of the $50,000.00 in PAGA civil penalties, 65% ($32,500.00) will be paid to the LWDA and 35% ($17,500.00), representing 35% of the PAGA civil penalties, will be paid to all Aggrieved Employees as Individual PAGA Payments, regardless of whether they opt out of the class

settlement, based on the proportionate number of pay periods they worked during the PAGA Period, as Labor Code § 2699(m) requires. *Id.*, §§ 4.C(5), 5.B(i). Plaintiff has submitted the proposed Settlement to the LWDA in accordance with Labor Code § 2699(s)(2). Moen Decl., ¶ 10, Exhibit 4.

For tax purposes, each Individual Class Payment will be allocated as 20% wages and 80% penalties and interest. Settlement, § 5.D. Individual PAGA Payments will be allocated as 100% penalties. *Id.* Further, the employer's share of payroll taxes on amounts designated as wages will be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. *Id.*, § 4.F.

According to Defendant's records, there are approximately 307 putative Settlement Class members. Settlement, § 4.E. Based on the estimated NSA, the average Individual Class Payment is projected to be approximately $1,587.98. Moen Decl., ¶ 26. Settlement Class members will have 60 calendar days from the date of the initial mailing of the Notice Packet (the "Response Deadline"), plus an additional 14 calendar days for Settlement Class members whose Notice Packets are re-mailed, to submit a Request for Exclusion Form, object, or dispute their Individual Class Payment, thereby providing ample time to review the Notice Packet without unduly delaying the Settlement. *See* Settlement, §§ 10.B-E. Participating Class Members will be bound by the terms of the Settlement and will release the Released Claims against Defendant and the other Released Parties as detailed in the Settlement. *Id.*, § 3.A. Settlement Class members will have 180 days from the date the Individual Class Payment checks are mailed to cash their checks. *Id.*, § 5.E. In the event that there are any uncashed checks remaining after 180 days, any remaining funds will be distributed to Legal Aid at Work, the Parties' agreed-upon cy pres designee. *Id.* This distribution method ensures that no portion of the Maximum Settlement Amount will be "unpaid…unclaimed or abandoned," as required for C.C.P. § 384 to apply, and the Court may approve the proposed distribution method without running afoul of C.C.P. § 384.

2. <u>Attorneys' Fees, Costs, and Plaintiff's Class Representative Service Award</u>

At the time of seeking final settlement approval, Plaintiff will apply for a Class Representative Service Award in the amount of $10,000.00 for his service to the Settlement Class

and general release of all claims. Moen Decl., ¶ 27; *see* Settlement, §§ 4.C(3), 7. Plaintiff's requested Class Representative Service Award is intended to recognize the significant time and effort that Plaintiff expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, providing factual information and relevant documents to his attorneys, holding many phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussing the status of the case and general case strategy with his attorneys on multiple occasions, providing valuable input to assist his attorneys in preparing for mediation, providing informal discovery and documentation to Defendant through his attorneys in advance of mediation to help make sure mediation was productive and successful, making himself available during the mediation that lead to this Settlement to answer questions posed by the mediator, reviewing and providing input regarding the settlement in this case, otherwise assisting his attorneys in moving this case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all claims subject to a waiver of Civil Code § 1542. Moen Decl., ¶ 27; Beltran Decl., ¶ 4-5; Settlement, § 3.C.

Class Counsel will also apply for an attorneys' fee award of up to 35% of the MSA (currently estimated at $315,000.00), and up to $20,000.00 in reimbursement for actual litigation costs. Moen Decl., ¶ 28; *see* Settlement, §§ 4.C(4), 6. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Moen Decl., ¶ 28. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, reviewing Defendant's policies and timekeeping/payroll data, performing comprehensive data analysis to evaluate Defendant's potential exposure, assisting Plaintiff in preparing a pre-mediation data and document production to Defendant, meeting and conferring with Defendant regarding its pre-mediation data production on multiple occasions in the lead-up to mediation, preparing for and attending mediation, negotiating the Memorandum of Understanding and Settlement documents, and preparing the preliminary approval papers. *Id.* Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Motion for Final Approval and supporting

documents, attending the Final Approval Hearing, and completing other tasks, such as fielding questions from Settlement Class members. *Id.*

Both California and federal courts have recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on another ground by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269. Historically, courts have awarded percentage fees in the range of 20% to 50%. *See* 4 Newberg on Class Actions § 14:6 (4th ed. 2002). Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement in light of the risks and work undertaken, the positive results obtained for the class, and the efficiency with which the Parties have conducted the litigation. Moen Decl., ¶ 29. Class Counsel will seek an award of attorneys' fees when seeking final approval.

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 requires court approval of a class action settlement. The Court must independently determine whether the Settlement is fair, reasonable, and adequate. *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130. In making that determination, the Court considers the strength of Plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class status through trial; the amount offered; the extent of discovery and stage of the proceedings; and the experience and views of counsel. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

1. The Dunk Factors Support Preliminary Approval

a. The Strength of Plaintiff's Case

Class Counsel carefully vetted the claims at issue, reviewed Settlement Class member timekeeping records and class list and workweek/pay period data spanning the entire Class Period, reviewed all relevant policy documents, including employee handbooks, reviewed Defendant's

payroll records, and performed comprehensive data analysis to evaluate Defendant's potential exposure. Moen Decl., ¶ 30. Although Plaintiff steadfastly maintains that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with class certification and trial. As explained in detail in Section II.B., *supra*, Defendant presented numerous defenses to Plaintiff's claims, both on the merits and with respect to class certification. Although he was prepared to litigate these claims through class certification and ultimately through trial, it was far from certain that Plaintiff would be able to recover a greater amount should this matter proceed through trial. Thus, this factor supports preliminary approval.

b. Risk, Expense, Complexity, and Duration of Further Litigation

To date, the Parties have engaged only in informal discovery and information exchange. Moen Decl., ¶ 31. Absent settlement, the Parties will be required to expend substantial time and resources conducting formal written and deposition discovery, briefing class certification, litigating summary judgment or adjudication, preparing for trial, and facing potential appellate proceedings. *Id.* This Settlement avoids these considerable costs, risks, and the accompanying burden of continued litigation on the Court. Thus, this factor supports preliminary approval.

c. Risk of Maintaining Class Action Status

At the time of the proposed Settlement, Plaintiff had not filed his motion for class certification. Moen Decl., ¶ 32. Had the Court certified any claims, Plaintiff anticipated that Defendant would seek decertification. *Id.* There was also a risk that Defendant would engage in a *Pick-Up-Stix* campaign that could either affect Plaintiff's ability to maintain the numerosity required to proceed as a class action, or significantly reduce the size of the putative class for a fraction of what Settlement Class members are receiving through this Settlement. Moen Decl., ¶ 32; *see Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796 (affirming judgment based on releases of bona fide disputed wage claims obtained from putative class members). Therefore, absent the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis. Moen Decl., ¶ 32. Thus, this factor supports preliminary approval.

d. Amount Offered in Settlement Given Realistic Value of Claims

This proposed Settlement provides an exceptional, fair and reasonable recovery for the Settlement Class in the face of disputed claims. After analyzing Defendant's produced data, Class

Counsel conducted a class-wide exposure analysis, forecasting the total expected recovery as follows:

Failure to Pay Minimum Wages: **$168,922**

Plaintiff conservatively estimated that non-exempt employees each worked at least one hour of uncompensated work per workweek during the relevant time period. Moen Decl., ¶ 33. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $558,419 (1 hour per workweek × 17,638 workweeks × $15.83 average minimum wage × 2 for liquidated damages). *Id.*

Defendant contends that it complied with all applicable time and record keeping laws, accurately recorded and paid all employees for all hours worked, and that individual inquiries into whether and how much off-the-clock work each employee performed would render this claim unmanageable. Moen Decl., ¶ 34. In light of the substantial certification risks, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to prove liability on the merits, resulting in estimated exposure of $279,209. *Id.*

Meal Period Violations**: $292,541**

Plaintiff's data analysis determined that the putative class members worked approximately 33,336 meal period eligible shifts during the Class Period. during which a meal period violation occurred. Moen Decl., ¶ 35. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $967,077 (33,336 shifts × $29.01 avg. premium wage). *Id.*

Defendant argues that it provided lawful meal periods at all times, in support of which Defendant produced class-wide timekeeping records reflecting lawful meal periods taken by the putative class members, and that individualized inquiries into why meal periods were late, short, or missed would preclude certification. Moen Decl., ¶ 36. In light of these certification risks, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $292,541. *Id.*

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Rest Period Violations**: $215,794**

Plaintiff's data analysis determined that there were approximately 75,138 shifts over 3.5 hours during the Class Period, and Plaintiff conservatively estimates he could prove a rest period violation on 40% of those shifts. Moen Decl., ¶ 37. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $871,895 (75,138 shifts × $29.01 avg. premium wage × 40% violation rate). *Id.*

Defendant contends that it maintains a lawful rest period policy, and that because rest periods are not recorded, individual inquiries would be required to determine whether each employee was authorized and permitted to take rest periods on each shift. Moen Decl., ¶ 38. In light of the substantial certification risks arising from unrecorded rest periods, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 55% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $215,794. *Id.*

Failure to Reimburse Business Expenditures**: $127,936**

Plaintiff's data analysis determined that Settlement Class members worked an aggregate of approximately 4,073 work-months during the relevant time period. Moen Decl., ¶ 39. Plaintiff also asserts that employees incurred approximately $300 each for the cost of tools necessary for roofing, and accrued a conservative estimate of approximately 75 non-commute miles per month in their personal vehicles. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $357,863 ((4,073 work-months * $15 avg. monthly cell phone expense) + ($300 tool expense * 307 employees) + (75 miles * $0.67 avg. IRS mileage rate * 4,073 work-months)). *Id.*

Defendant argues that it reimbursed all reasonable and necessary expenditures, issued company credit cards and provided company vehicles, and that any use of personal phones, tools, or vehicles was individualized and the result of employee choice. Moen Decl., ¶ 40. In light of these certification risks, Plaintiff discounted the maximum exposure by 35% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $127,936. *Id.*

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Wage Statement Penalties**: $74,786**

Plaintiff's data analysis determined that, during the one-year limitations period, 9,139 wage statements were issued to 148 putative class members. Moen Decl., ¶ 41. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $906,500 ((148 initial violations × $50) + (8,991 subsequent violations × $100)). *Id.*

Defendant argues that any wage statement violations were not knowing and intentional, that employees suffered no injury, and that its good faith belief in compliance precludes penalties. Moen Decl., ¶ 42. In light of these risks, Plaintiff discounted the maximum exposure by 45% to account for the risk of non-certification of the underlying claims, and by an additional 85% for the risk of failing to establish liability on the merits, including failing to prove the violations were "knowing and intentional," that the Settlement Class members "suffer[ed] injury," or that the Court would find that Defendant had a reasonable, good faith belief of compliance with wage and hour laws precluding the imposition of wage statement penalties, resulting in estimated exposure of $74,786. *Id.*; *see also Naranjo*, *supra*, 15 Cal.5th at 1065 (holding that a reasonable, good faith belief that employer was in compliance with wage and hour laws precludes imposition of wage statement penalties).

Waiting Time Penalties**: $119,475**

Plaintiff's data analysis determined that approximately 208 former employees are eligible for waiting time penalties. Moen Decl., ¶ 43. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $1,448,179 (208 former employees × $29.01 average rate × 8 hours × 30 days). *Id.*

Defendant contends that it paid all final wages in good faith and invokes the good faith dispute defense under 8 CCR § 13520, arguing that any failure to include premiums or overtime in final wages was based on a reasonable belief that such amounts were not owed, thereby precluding a finding of willfulness. Moen Decl., ¶ 44. Therefore, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 85% for the risk of being unsuccessful on the merits or failing to establish "willfulness" under *Naranjo*, resulting in estimated exposure of $119,475. *Id.*; *see also Naranjo*, *supra*, 15 Cal.5th at 1065

(recognizing that good faith dispute over whether any wages are due will preclude imposition of waiting time penalties).

PAGA Penalties**: $59,404**

Plaintiff's data analysis determined that Aggrieved Employees worked approximately 9,139 pay periods from April 23, 2024 through July 31, 2026, in each of which Plaintiff asserts he could establish at least one Labor Code violation. Moen Decl., ¶ 45. Plaintiff therefore calculated Defendant's maximum exposure for this claim at $456,950 (9,139 pay periods × $50 initial violation rate). *Id.*; *see also Amaral*, *supra*, 163 Cal.App.4th at 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision).

Defendant argues that the PAGA civil penalties are derivative of the underlying wage and hour violations Defendant disputes, and that its good-faith defenses would apply to reduce any PAGA award. Moen Decl., ¶ 46. Defendant also argues that the Court would exercise its discretion to substantially reduce any PAGA penalties. *Id.*; *see Carrington*, *supra*, 30 Cal.App.5th at 529. Plaintiff therefore discounted the maximum figure by 35% for the risk of losing on the merits of all underlying claims and by 80% for the likely possibility that this Court would reduce the PAGA penalties awarded, to arrive at an estimated exposure of $59,404. Moen Decl., ¶ 46.

Using these estimated figures, Plaintiff estimated that the potential reasonable recovery for the Settlement Class would be approximately $1,058,857. Moen Decl., ¶ 47. Thus, the Maximum Settlement Amount of $900,000 represents approximately 84.99% of Plaintiff's reasonably forecasted aggregate recovery. *Id*. This is well within the range approved by courts as fair, reasonable, and adequate, while also avoiding the further expense and risk of proceeding toward class certification and trial. *Id.*; *see, e.g.*, *Altamirano v. Shaw Industries, Inc.* (N.D. Cal., July 24, 2015) 2015 WL 4512372, at *9 ("Although 15% represents a modest fraction of the hypothetical maximum recovery estimated by Plaintiff, that figure is sufficient for the Court to grant preliminary approval..."); *In re Mego Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 459 (approving settlement of "roughly one-sixth of the potential recovery"); *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean

that the proposed settlement is grossly inadequate and should be disapproved.") (internal quotations omitted). Preliminary approval is appropriate since the Settlement will provide tangible monetary relief to the Settlement Class members without the uncertainty, delay, and expense of further litigation.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent and experienced counsel who possess extensive experience litigating wage and hour class actions. Moen Decl., ¶¶ 2-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Ian T. Mallery ("Mallery Decl."), ¶¶ 2-7. Class Counsel conducted an extensive review and analysis of Defendant's produced timekeeping records, class list and workweek/pay period data, policy documents, and payroll records, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. Moen Decl., ¶ 48. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue. *Id.* Thus, this factor supports preliminary approval.

2. The Settlement Warrants Notice to the Settlement Class Members

The Settlement provides meaningful monetary relief without requiring Settlement Class members to submit claims, and limits the class release to claims alleged or that reasonably could have been alleged based on the facts alleged in the operative FAC. Settlement, §§ 3.A, 5. It resulted from informed, arm's-length negotiations after Plaintiff analyzed Defendant's records and the Parties mediated before Lynn Frank, Esq., who issued a mediator's proposal the Parties accepted. Moen Decl., ¶ 49. The requested Class Representative Service Award, Settlement Administrator costs, attorneys' fees and costs, and PAGA allocation remain subject to Court approval. Settlement, § 4.D. The Settlement therefore has no obvious deficiencies and warrants notice to the Settlement Class members.

B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES

The proposed Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the individuals in the Settlement Class are so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiff's claims are typical of the claims of the absent Settlement Class members; and (4) Plaintiff and Plaintiff's counsel will fairly and adequately represent the interests of the absent Settlement Class members. *See* Cal. Code Civ. Proc. § 382.

1. The Proposed Class is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed Settlement Class is defined as all current and former non-exempt employees who worked for Defendant in California between April 23, 2021 and the date of preliminary approval. Moen Decl., ¶ 50; Settlement, § 1. Settlement Class members can be easily identified using Defendant's employment and payroll records. Moen Decl., ¶ 50. Defendant represents that the Settlement Class consists of approximately 307 individuals, rendering it impracticable to bring all Settlement Class members before the Court. *Id.*; Settlement, § 4.E. Thus, the proposed Settlement Class satisfies numerosity. *See Collins v. Rocha* (1972) 7 Cal.3d 232, 234.

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits of the case, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. Here, Plaintiff's claims are predicated on Defendant's alleged failures to pay all minimum and overtime wages, provide compliant meal periods, authorize and permit rest periods, reimburse necessary business expenditures, and provide accurate itemized wage statements. These types of claims are commonly held to be proper for class certification. *See, e.g., Brinker, supra,* 53 Cal.4th at 1032-34 ("The theory of liability—

that Brinker has a uniform policy, and that that policy…allegedly violates the law—is by its nature a common question eminently suited for class treatment.").

3. The Claims of the Named Plaintiff are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347. Here, like other Settlement Class members, Plaintiff was employed by Defendant as a non-exempt employee in California and was subject to Defendant's allegedly unlawful wage and hour policies/practices during the Class Period. Beltran Decl., ¶ 2-3. Plaintiff was therefore impacted by the same challenged policies that allegedly injured the Settlement Class as a whole and was subject to the same defenses asserted by Defendant as to the Settlement Class, and is therefore typical.

4. Plaintiff and Class Counsel are Adequate to Represent the Class

The adequacy of representation requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 697. Here, Plaintiff and Class Counsel will adequately represent the Settlement Class members as there are no conflicts between the named Plaintiff and the Settlement Class members he seeks to represent, and Plaintiff possesses claims that are in line with those of the Settlement Class members. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450 (finding adequacy satisfied where there was no indication that the plaintiff's counsel were not qualified and the plaintiff had no interests antagonistic to those of the class). Class Counsel also has extensive experience in wage and hour class action litigation. *See* Moen Decl., ¶¶ 2-8; Haines Decl., ¶¶ 2-14; Schmidt Decl., ¶¶ 2-9; Mallery Decl., ¶¶ 2-7.

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE PACKET

This Court should order distribution of the proposed Notice Packet in English and Spanish to the Settlement Class members by first class mail, postage prepaid, using the last known mailing address information provided by Defendant. *See* Settlement, §§ 8, 10.A. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle and*

Jacquelin (1974) 417 U.S. 156, 173. The Parties propose that the settlement be administered by the Settlement Administrator, Apex Class Action Administration, an experienced class action settlement administrator. Settlement, § 8; *see generally* Declaration of Sean Heartranft ("Heartranft Decl."). Defendant will provide the Settlement Administrator with each Settlement Class member's and Aggrieved Employee's name, address, phone number, Social Security number, and workweek and pay period information no later than fourteen (14) days after the Court signs an order preliminarily approving the Settlement. Settlement, § 10.A. The Settlement Administrator will run all Settlement Class members' names through the National Change of Address database before mailing the Notice Packets and, for any Notice Packet returned as non-delivered without a forwarding address, will make reasonable efforts, including a skip trace, to obtain an updated mailing address and re-mail the Notice Packet. *Id.*, §§ 10.A, 10.B.

The content of the proposed Notice Packet satisfies California Rule of Court 3.766(d) because it advises the Settlement Class members of the nature of the claims, basic contentions and denials of the Parties, the key terms of the Settlement, the uniform 60-day deadline to opt out, object, or dispute their Individual Class Payment and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class member, and advises them that they will be bound by the terms of the Settlement if they do not request exclusion. *See* Moen Decl., Exhibit 2. The proposed Class Notice will also notify the Settlement Class of the Final Approval Hearing date, provide Class Counsel's contact information, and advise Settlement Class members that they may enter an appearance through counsel if they so wish. *Id.* This manner of giving notice is appropriate under California Rule of Court 3.766(e) because it reliably reaches identifiable Settlement Class members at a reasonable cost. Additionally, because the proposed Settlement includes settlement of Plaintiff's representative PAGA claim, notice of the Settlement has been submitted to the LWDA. *See* Moen Decl., ¶ 10, Exhibit 4 (LWDA Settlement Submission); Proof of Service.

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D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on a date appropriately scheduled to follow the deadline by which Settlement Class members must file objections to the Settlement or opt out. *See* California Rule of Court 3.769.

V. CONCLUSION

For these reasons, Plaintiff requests that the Court grant preliminary approval and enter the concurrently submitted proposed order.

Dated: October 13, 2026

HAINES LAW GROUP, APC

By: 

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