

FILED
Superior Court of California
County of Sacramento
11/24/2025
T. Shaddix, Deputy

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

CARLOS JIMENEZ, JUAN PINZON,
JUAN MUNOZ, ALBERT GUAZON,
ERNESTO LAINEZ, and MICHAEL
MAGDALENO, individually, and on behalf
of other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiffs,

vs.

ROOFLINE, INC. dba ROOFLINE SUPPLY
& DELIVERY, an Oregon corporation; SRS
DISTRIBUTION INC., a Delaware corporation;
J. B. WHOLESALE ROOFING AND
BUILDING SUPPLIES, INC., a California
corporation; BUILDERS SUPPLY
LOGISTICS, INC., a Delaware corporation;
HERITAGE LANDSCAPE SUPPLY GROUP,
INC., a Delaware corporation, IMPERIAL
SPRINKLER SUPPLY, INC., a California
corporation; SHEAR BUILDERS, INC., a
California corporation; HERITAGE POOL
SUPPLY GROUP, INC., a Delaware
corporation; FWEP ACQUISITION, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 34-2023-00333516-CU-OE-GDS

Assigned to the Hon. Jill H. Talley

**PROPOSED ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE INCENTIVE
PAYMENTS**

Date: November 21, 2025

Time: 9:00 a.m.

Place: Department 23

Complaint Filed: January 23, 2023

Trial Date: None Set

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1 Class Members opted out from the settlement. Accordingly, the Court determines that all Class Members
2 who did not timely and properly opt out of the settlement are bound by this Order.

3 6. The Court has considered all relevant factors for determining the fairness of the
4 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
5 the Court finds that the settlement was reached following meaningful discovery and investigation
6 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
7 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
8 adequate, and reasonable.

9 7. In so finding, the Court has considered all evidence presented, including evidence
10 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
11 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
12 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
13 sufficient information about the nature and magnitude of the claims being settled, as well as the
14 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
15 which the Parties have agreed.

16 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
17 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
18 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
19 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
20 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
21 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
22 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
23 provides Class Members with fair and adequate relief.

24 9. The Settlement Agreement is not an admission by Defendants or by any other Released
25 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
26 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
27 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
28 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability

1 whatsoever by or against Defendants or any of the other “Released Parties,” defined in the Settlement
2 Agreement as “Defendants and their predecessors, successors, and assigns, current and former direct and
3 indirect parents, affiliates, subsidiaries, divisions, and related business entities, and current and former
4 officers, directors, shareholders, employees, agents, representatives and employee benefit programs
5 (including the trustees, administrators, fiduciaries and insurers of such programs).”

6 10. Final approval shall be with respect to a Settlement Class defined as: (a) all California
7 non-exempt employees of Roofline, Inc. and J.B. Wholesale Roofing and Building Supplies, Inc. who
8 worked at any time between June 29, 2021 through and including December 15, 2023 (“Roofline Class
9 Members”); and (b) all California non-exempt employees of Heritage Landscape Supply Group, Inc.,
10 SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial Sprinkler Supply, Inc., Shear Builders,
11 Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition, Inc. who worked at any time between
12 February 21, 2019 through and including December 15, 2023 (“Heritage Class Members”).

13 11. Final approval shall also be with respect to PAGA Members defines as: All California
14 non-exempt employees of Roofline, Inc. and J.B. Wholesale Roofing, Building Supplies, Inc., Heritage
15 Landscape Supply Group, Inc., SRS Distribution, Inc., Builders Supply Logistics, Inc., Imperial
16 Sprinkler Supply, Inc., Shear Builders, Inc., Heritage Pool Supply Group, Inc., and FWEP Acquisition,
17 Inc. who worked between December 8, 2021 through and including December 15, 2023

18 12. Plaintiffs Carlos Jimenez, Juan Pinzon, Michael Magdaleno, Juan Munoz, Albert
19 Guazon, and Ernesto Lainez are adequate and suitable representatives and are hereby appointed the Class
20 Representatives for the Settlement Class. The Court finds that Plaintiffs’ investment and commitment to
21 the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that
22 their interests are aligned with those of the Settlement Class.

23 13. The Court hereby awards Plaintiffs Class Representative Incentive Payments of
24 \$10,000, each, for their service on behalf of the Settlement Class.

25 14. The Court finds that the attorneys at Capstone Law APC, Haines Law Group APC, and
26 Aequitas Legal Group have the requisite qualifications, experience, and skill to protect and advance the
27 interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and
28 ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC,

1 Haines Law Group APC, and Aequitas Legal Group as counsel for the Settlement Class.

2 15. The settlement of civil penalties under PAGA in the amount of \$80,000 is hereby
3 approved. Seventy-Five Percent (75%), or \$60,000, shall be paid to the California Labor and Workforce
4 Development Agency. The remaining Twenty-Five Percent (25%), or \$20,000, will be paid to PAGA
5 Members.

6 16. The Court hereby awards \$433,333 in attorneys' fees and \$37,071.79 in costs and
7 expenses to Class Counsel. The Court finds that the requested award of attorneys' fees is reasonable for a
8 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
9 settlement. The award of attorneys' fees and costs will be divided as follows: (a) \$346,666.40 in
10 attorneys' fees and \$22,701.48 in litigation costs to Capstone Law APC; (b) \$64,999.95 in attorneys'
11 fees and \$12,077.01 in litigation costs to Aequitas Legal Group; and (c) \$21,666.65 in attorneys' fees
12 and \$2,293.30 in litigation costs to Haines Law Group, APC.

13 17. The Court approves settlement administration costs and expenses in the amount of
14 \$15,000 to CPT Group, Inc.

15 18. All Class Members were given a full and fair opportunity to participate in the Approval
16 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
17 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
18 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
19 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
20 Members have released and forever discharged the Released Parties for any and all Released Class
21 Claims during the Class Period:

22 All claims that were alleged, or could have been alleged, in the Complaint,
23 Plaintiffs' LWDA Notices (and any amendments thereto), or based on the facts
24 and matters alleged or asserted therein or which reasonably could have been raised,
25 including but not limited to claims for: (1) violation of California Labor Code §§
26 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§
27 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of
28 California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal
periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure
to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516,
and 1198 (failure to provide recovery periods); (6) violation of California Labor
Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to
maintain payroll records); (7) violation of California Labor Code §§ 201 and 202
(wages not timely paid upon termination); (8) violation of California Labor Code

§ 204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, *et seq.* (unlawful and/or unfair business practices) (collectively, the “Released Class Claims”).

19. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

All claims for PAGA civil penalties that were or could have been raised based on Plaintiffs’ allegations in their PAGA letters to the LWDA (and any amendments thereto), including but not limited to any claim for attorneys’ fees and costs permissible under PAGA that could reasonably have been raised based on the facts alleged and any claim under PAGA for violation of: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) violation of California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) violation of Labor Code §§ 226.7, 516, and 1198 (failure to provide recovery periods); (6) violation of California Labor Code §§ 226(a), 1174(d), and 1198 (noncompliant wage statements and failure to maintain payroll records); (7) violation of California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (8) violation of California Labor Code §204 (failure to timely pay wages during employment); (9) violation of California Labor Code § 246 (failure to provide sick leave pay); (10) violation of California Labor Code § 2802 (unreimbursed business expenses); and (11) violation of California Labor Code § 2810.5 (the “Released PAGA Claims.”).

20. Judgment in this matter is entered in accordance with the above findings.

21. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

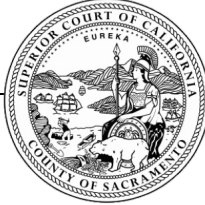
22. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

23. The Court sets a compliance hearing for August 14, 2026 at 10:30 a.m. at ~~_____ [A.M./P.M.]~~ at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than 15 days prior, as well as an amended judgment regarding the distribution of unclaimed residuals to the

1 *Cy Pres Beneficiary* (Court Appointed Special Advocates of Los Angeles).

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4 Dated: 11/24/2025



Jill Talley

Hon. Jill H. Talley

Sacramento County Superior Court Judge