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Attorneys for Defendant
Roofing Services International, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JESUS OCEGUEDA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ROOFING SERVICES INTERNATIONAL,
INC., a California corporation; and DOES 1
through 100,

Defendants.

Case No. 37-2023-00012112-CU-OE-CTL

*[Assigned for all purposes to the
Hon. Joel R. Wohlfeil, Dept. C-73]*

**DEFENDANT ROOFING SERVICES
INTERNATIONAL, INC.'S ANSWER
TO FIRST AMENDED CLASS ACTION
COMPLAINT**

Date Action Filed: March 23, 2023
Trial Date: No Date Set

Defendant Roofing Services International, Inc. ("Defendant") hereby answers the
unverified First Amended Class Action Complaint ("Complaint") of plaintiff Jesus Ocegueda
("Plaintiff") as follows:

Under the provisions of § 431.30(d) of the California Code of Civil Procedure, Defendant
denies each and every allegation, both specifically and generally, of each cause of action
contained in Plaintiff's Complaint on file herein and the whole thereof, and deny that Plaintiff
was damaged in any sum or sums, at all.

DEFENSES

Defendant sets forth the following defenses, some of which are affirmative defenses. In

1 asserting these defenses, Defendant does not assume the burden to establish any fact or
2 proposition where that burden is properly imposed upon Plaintiff unless they are in fact
3 affirmative defenses.

4 **FIRST DEFENSE**

5 The Complaint and each of its purported causes of action fail to state facts sufficient to
6 constitute a cause or causes of action against Defendant.

7 **SECOND DEFENSE**

8 As a further and separate defense, the Complaint, as well as each purported cause of
9 action therein, is barred by the applicable statute of limitations including, but not limited to,
10 California Code of Civil Procedure §§ 337, 338, 339 and 340, California Business and
11 Professions Code § 17208, and California Labor Code § 2699.

12 **THIRD DEFENSE**

13 As a further and separate defense, Plaintiff acknowledged, ratified, consented to, and
14 acquiesced in the alleged acts or omissions, if any, of Defendant, thus barring Plaintiff from any
15 relief as prayed for herein.

16 **FOURTH DEFENSE**

17 As a further and separate defense, Defendant alleges that any and all conduct of which
18 Plaintiff complains and which is attributed to Defendant was a just and proper exercise of
19 management's discretion and was undertaken for a fair and honest reason.

20 **FIFTH DEFENSE**

21 As a further and separate defense, the practices about which Plaintiff complains were and
22 are not unlawful or unfair.

23 **SIXTH DEFENSE**

24 As a further and separate defense, Defendant alleges that its conduct with respect to
25 Plaintiff, and other purported class members and aggrieved employees, was at all times justified
26 and/or privileged under state or federal law.

27 **SEVENTH DEFENSE**

28 As a further and separate defense, Plaintiff's Complaint fails to state facts sufficient to

1 constitute a cause of action upon which relief can be granted because Plaintiff, and other
2 purported class members and aggrieved employees, received proper payment for all time worked
3 and/or all compensable time.

4 EIGHTH DEFENSE

5 As a further and separate defense, Plaintiff has failed to set forth a prima facie case that
6 Defendant violated any of the statutes or wage orders upon which Plaintiff relies.

7 NINTH DEFENSE

8 As a further and separate defense, Defendant alleges that Plaintiff's Complaint fails to
9 state facts sufficient to constitute a cause of action upon which relief can be granted because
10 Plaintiff, and other purported class members and aggrieved employees, were at all times provided
11 with legally-compliant meal periods.

12 TENTH DEFENSE

13 As a further and separate defense, Defendant alleges that Plaintiff's Complaint fails to
14 state facts sufficient to constitute a cause of action upon which relief can be granted because, to
15 the extent Plaintiff, and other purported class members and aggrieved employees, may not have
16 taken a full, uninterrupted and timely meal period, Plaintiff and/or the other purported class
17 members and aggrieved employees voluntarily waived such meal periods, voluntarily took such
18 meal periods late, or voluntarily returned early from such meal periods.

19 ELEVENTH DEFENSE

20 As a further and separate defense, Defendant alleges that Plaintiff's Complaint fails to
21 state facts sufficient to constitute a cause of action upon which relief can be granted because
22 Plaintiff, and other purported class members and aggrieved employees, were at all times provided
23 with legally-compliant rest breaks.

24 TWELFTH DEFENSE

25 As a further and separate defense, Defendant alleges that Plaintiff's Complaint fails to
26 state facts sufficient to constitute a cause of action upon which relief can be granted because, to
27 the extent Plaintiff, and other purported class members and aggrieved employees, may not have
28 taken a full, uninterrupted and timely rest break, Plaintiff and/or the other purported class

1 members and aggrieved employees voluntarily waived such rest breaks or voluntarily returned
2 early from such rest breaks.

3 **THIRTEENTH DEFENSE**

4 As a further and separate defense, Defendant alleges that Plaintiff is not entitled to recover
5 penalties, the existence of which are specifically denied, as Defendant acted in good faith and had
6 reasonable grounds to believe it was not violating applicable state and/or federal law.

7 **FOURTEENTH DEFENSE**

8 As a further and separate defense, and without admission of any violation of law,
9 Defendant alleges that any failure to timely pay wages was not willful and therefore the
10 Complaint fails to state a claim for penalties under the California Labor Code.

11 **FIFTEENTH DEFENSE**

12 As a further and separate defense, Defendant alleges that Plaintiff, and purported class
13 members and aggrieved employees, were provided with compliant itemized wage statements.

14 **SIXTEENTH DEFENSE**

15 As a further and separate defense, Defendant alleges that Plaintiff's, and purported class
16 members' and aggrieved employees', claims are barred, in whole or in part, to the extent Plaintiff,
17 and the purported class members and aggrieved employees, have released them.

18 **SEVENTEENTH DEFENSE**

19 As a further and separate defense, Defendant alleges that they are entitled to a set-off for
20 any amounts already paid in wages to which Plaintiff and purported class members and aggrieved
21 employees were not entitled.

22 **EIGHTEENTH DEFENSE**

23 As a further and separate defense, Plaintiff has failed to satisfy the prerequisites for class
24 certification and, therefore, cannot represent the interests of others.

25 **NINETEENTH DEFENSE**

26 As a further and separate defense, certain of the interests of the proposed class members
27 are in conflict with interests of all or certain sub-groups of the members of the alleged class of
28 persons which Plaintiff purports to represent, the existence of which is expressly denied.

TWENTIETH DEFENSE

As a further and separate defense, Defendant alleges Plaintiff is not an adequate representative of the alleged class.

TWENTY-FIRST DEFENSE

As a further and separate defense, Defendant alleges Plaintiff's claims are not common or typical of the putative class Plaintiff seeks to represent.

TWENTY-SECOND DEFENSE

As a further and separate defense, Defendant alleges the types of claims alleged by the named Plaintiff on behalf of himself and the putative class members and aggrieved employees are matters to which individual questions predominate and, accordingly, are not appropriate for class or representative treatment.

TWENTY-THIRD DEFENSE

As a further and separate defense, Defendant alleges there is not a community of interest among the purported class members and aggrieved employees.

TWENTY-FOURTH DEFENSE

As a further and separate defense, Defendant alleges there is not a risk of substantial prejudice from separate actions.

TWENTY-FIFTH DEFENSE

As a further and separate defense, Defendant alleges Plaintiff lacks standing to assert some or all of the causes of action against the Defendant.

TWENTY-SIXTH DEFENSE

As a further and separate defense, Defendant did not have knowledge of any necessary and reasonable business expenses incurred by Plaintiff or the purported class members or aggrieved employees that it did not reimburse.

TWENTY-SEVENTH DEFENSE

As a further and separate defense, any bonuses paid to Plaintiff or the purported class members or aggrieved employees were discretionary or otherwise properly excludable from the regular rate of pay.

1 **TWENTY-EIGHTH DEFENSE**

2 Discovery in this matter may reveal basis for an avoidance or affirmative defense.
3 Defendant reserves the right to amend this answer to plead such affirmative defenses should they
4 be discovered.
5

6 **WHEREFORE**, Defendant prays as follows:

- 7 1. That Plaintiff takes nothing by reason of his Complaint;
8 2. That the Complaint be dismissed in its entirety with prejudice;
9 3. That judgment be entered for Defendant; and
10 4. That Defendant be awarded its reasonable attorneys' fees, costs and other expenses
11 incurred in connection with the defense of the action.

12
13 Dated: May 22, 2024

SNELL & WILMER L.L.P.

14
15 By: 

16 Christy D. Joseph
17 Erin D. Leach
18 Kevin M. Brown
19 Attorneys for Defendant
20 Roofing Services International, Inc.
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1 *Jesus Ocegueda v. Roofing Services International, Inc.*
2 *San Diego County Superior Court Case #: 37-2023-00012112-CU-OE-CTL*

3 **PROOF OF SERVICE**

4 I, the undersigned attest the following:

5 I am employed in the County of Orange, State of California. I am over the age of 18
6 and not a party to the within action; I am employed with the law offices of Snell & Wilmer
L.L.P. and my business address is 600 Anton Boulevard, Suite 1400, Costa Mesa, California
92626-7689. My electronic transmission service address is srippe@swlaw.com

7 On May 22, 2024, I served, in the manner indicated below, the foregoing document(s)
8 described as **DEFENDANT ROOFING SERVICES INTERNATIONAL, INC.'S**
9 **ANSWER TO FIRST AMENDED CLASS ACTION COMPLAINT** on the interested
parties in this action.

10 *See Attached Service List*

- 11 ☒ BY REGULAR MAIL: I caused such envelopes to be deposited in the United
States mail at Costa Mesa, California, with postage thereon fully prepaid. I am
12 readily familiar with the firm's practice of collection and processing
correspondence for mailing. It is deposited with the United States Postal Service
13 each day and that practice was followed in the ordinary course of business for
the service herein attested to (C.C.P. § 1013(a)).
- 14 ☐ BY OVERNITE DELIVERY: I caused such envelopes to be delivered by air
courier, with next day service, to the offices of the addressees(s). (C.C.P. §
15 1013(c)(d)).
- 16 ☒ BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I
caused such document(s) to be served on this date by electronic transmission in
17 accordance with standard procedures and to the email address(es) listed. I did
not receive, within a reasonable time after the transmission, any electronic
18 message or other indication that the transmission was unsuccessful.
- 19 ☐ BY PERSONAL SERVICE: I caused such document(s) to be delivered by hand
to the offices of the addressees. (C.C.P. § 1011(a)(b)).

20
21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on May 22, 2024, at Costa Mesa, California.

24 

25 _____
26 Shaun Rippe

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Jesus Ocegueda v. Roofing Services International, Inc.
San Diego County Superior Court Case #: 37-2023-00012112-CU-OE-CTL

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