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FILED
Clerk of the Superior Court

DEC 06 2024

By: R. Day, Deputy

RECEIVED
November 12, 2024

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff,

vs.

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 in Dept. C-73]*

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 6, 2024
Time: 9:00 a.m.
Dept.: C-73

Action Filed: March 23, 2023
Trial Date: None Set

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

~~PROPOSED~~ ORDER & JUDGMENT

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

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

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

All current and former non-exempt employees who worked for Defendant Roofing Services International, Inc. in California at any time from March 23, 2019 until June 27, 2024 (the "Class Period"), and who did not sign a separation and release agreement with Roofing Services International, Inc.

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

4. On July 26, 2024, notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on June 27, 2024, and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of

California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

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

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

10. The Court orders Defendant Roofing Services International, Inc. ("Defendant") to deposit the Gross Settlement Amount of \$450,000.00 into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator in quarterly installment payments over a period of eighteen (18) months until the entire Gross Settlement Amount is deposited, with the first installment payment occurring on March 1, 2025.

11. The Court finds that an Enhancement Payment in the amount of \$10,000.00 to Plaintiff is appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The

1 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$150,000.00 and litigation
4 costs of \$22,567.39 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$7,850.00 from
8 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
9 done and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
12 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days shall be distributed to the Controller of the State of California to be held pursuant
18 to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the
19 Settlement Class member to whom the check was issued, until such time that they claim their
20 property.

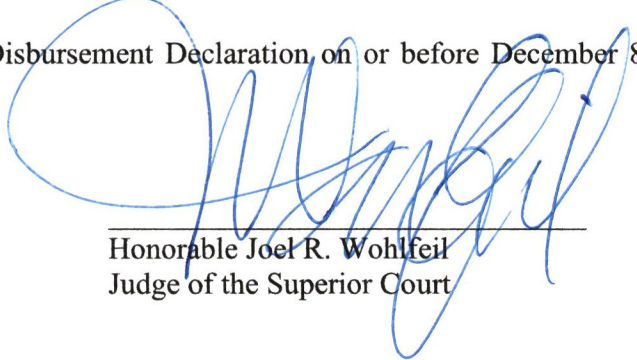
21 16. As of the Final Effective Date and upon Defendant's complete funding of the
22 Gross Settlement Amount, Plaintiff and every member of the Settlement Class will fully release
23 and discharge Defendant and any of its former or present parents, subsidiaries, affiliates,
24 investors, partners, owners, related organizations, assigns, predecessors or successors, and all
25 agents, employees, consultants, officers, directors, members, managers, agents, trustees,
26 representatives, holding companies, insurers, and attorneys thereof (collectively the "Released
27 Parties"), from all claims, causes of action, and legal theories alleged or which could have been
28 alleged based on the facts alleged in the operative First Amended Class and Representative Action

1 Complaint ("FAC") including, but not limited to: (1) failure to pay minimum wages; (2) failure
2 to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
3 periods; (5) failure to provide compliant itemized wage statements; (6) failure to timely pay wages
4 at the end of employment; (7) failure to reimburse for necessary business expenditures; and (8)
5 any right or claim for unfair business practices in violation of California Business & Professions
6 Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above
7 ("Class Released Claims"). The release of the Class Released Claims shall apply for the duration
8 of the Class Period. In addition, all Settlement Class members (regardless of whether or not they
9 opt out) who worked for Defendant in a non-exempt role in California at any point from March
10 5, 2023 through June 27, 2024 (the "PAGA Period") are "Aggrieved Employees" and shall release
11 Defendant from all claims, causes of action, or legal theories that were alleged or could have been
12 alleged based on facts in the operative FAC, that were stated for civil penalties under PAGA
13 arising during the PAGA Period as disclosed in Plaintiff's March 5, 2024 Notification Letter to
14 the LWDA ("the PAGA Released Claims").

15 17. This document shall constitute a final judgment pursuant to California Rule of
16 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
17 approval hearing, the court must make and enter judgment. The judgment must include a
18 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,
20 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
21 Approval Order, and this Judgment.

22 18. Plaintiff shall file a Final Disbursement Declaration on or before December 8,
23 2025.

24
25 Dated: 12/6, 2024


26 Honorable Joel R. Wohlfeil
27 Judge of the Superior Court
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