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By: Tang, Justin

Dax B. Deason (SBN 337501)
3130 Duncan Road Suite 101
San Luis Obispo, CA 93401
Tel: (713)975-7301
Fax: (832)201-0663
ddeason@deason-law.com

Attorney for Plaintiffs Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario, individually and on behalf of other individuals employed under similar circumstances and facts.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

PABLO TORRES SANTIAGO, MISAEL DE LA CRUZ, ROMAN NAZARIO NOLASCO, LUIS NAZARIO, AND ISAAC NAZARIO, individually and on behalf of other individuals employed under similar circumstances and facts. Plaintiffs, vs. QUAGLINO ROOFING, DBA QUAGLINO ROOFING, JOE SOTO, an individual, and DOES 1 through 20, inclusive, Defendants.	CASE NO.: 24CV-0553 (Assigned to the Hon. Craig B. Van Rooyen) **<u>CLASS ACTION</u>** **~~PROPOSED~~ ORDER GRANTING PLAINTIFF TORRES' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION & PAGA SETTLEMENTS** **Date: February 19, 2026** **Time: 9:00AM** **Dept: 2**

The Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion") filed by Plaintiff Pablo Torres Santiago came before this Court in Department 2. During the hearing, the court notified the parties of several issues concerning the preliminary motion in a tentative ruling, which included the following issues:

1. Proof of submission of the Wage and Hour Settlement to the LWDA. During the hearing, plaintiff's counsel advised the Court the LWDA had been notified of the wage and hour settlement on November 13, 2025. A copy of the plaintiffs' submission of the wage and hour settlement agreement to LWDA, is attached hereto as Exhibit B.
2. Whether incentive payments for non-parties Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario should be awarded. The parties agreed that non-parties could only be paid incentive awards as parties to the litigation. An Amended Complaint adding Misael de La Cruz, Romano Nazario Nolasco, Luis Nazario, and Isacc Nazario as Plaintiffs, is attached hereto as Exhibit C.
3. Whether Defendant can still exercise the Escalator Clause. Defendant's counsel indicated that this was highly unlikely to occur.
4. Clarification of which settlement the $4,990.00 payment to APEX (Administrator) will come from and removal of that fee from the Notice in the other settlement. Plaintiff's counsel indicated that the APEX administrator would be paid from the discrimination class fund.
5. Amendment of Class Notices to reflect any change in Class Representative payments. No changes have been made since the non-party individuals have been added to the Complaint as named plaintiffs.
6. Amendment of the descriptions of the class in the Class Notices to match settlement definitions. Amendments have been made to the attached Exhibit D Class Notices.

7. Amendment of the Wage and Hour Class Notice to reflect payment to LWDA. Amendments have been made to the attached Exhibit D Class Notices.

The parties have resolved all the issues discussed at the preliminary motion hearing. The Court, having considered the proposed Class Action & PAGA Settlement Agreements, as well as all the papers filed, arguments, and affidavits, hereby makes the preliminary finding that the proposed class action settlements are fair, reasonable, adequate and in the best interests of the proposed classes of workers who currently or formerly were employed with Defendant Quaglino Roofing. Good cause appearing therefore, the Court **GRANTS** the Motion and ORDERS as follows:

1. The Court's tentative order dated February 19, 2026, attached hereto as Exhibit A, is deemed the final order of the Court except as provided herein.
2. This Court has jurisdiction over the subject matter of the action and over all parties to the Action, including all the putative class members.
3. The Court conditionally certifies a class action of harmed employees for settlement purposes under CRC § 3.769;
4. The Court grants preliminary approval of the Class Action & PAGA Settlement Agreements where the parties have agreed to a Gross Settlement Amount ("GSA") of $1,975,000.00 to resolve class-based wage and hour, class-based discrimination/harassment, and an individual tort cause of action;
5. The Court appoints Plaintiff Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario as Class Representatives;

6. The Court appoints Deason Law, PC as Class Counsel;

7. The Court appoints APEX as the Settlement Administrator;

8. The Court approves the content and distribution methods of the proposed Class Notices in the form attached as Exhibit D.

9. The Amended Complaint adding Misael de La Cruz, Romano Nazario Nolasco, Luis Nazario, and Isacc Nazario is deemed filed and served. No answer is required from Defendants.

10. The Court grants and schedules a final fairness hearing for August 6, 2026, at Department 2 to consider and rule upon whether the Class Action & PAGA Settlement Agreements should be fully granted.

IT IS SO ORDERED.

3/5/2026

DATED: ~~February _____, 2026~~

____

Judge of the Superior Court

EXHIBIT A

***Pablo Torres Santiago v. James A. Quaglino, Inc., et al.,* 24CV-0553**

Hearing: **Motion for Preliminary Approval of Class Action Settlement**

Date: **February 19, 2026**

TENTATIVE RULING

Pablo Torres Santiago (Plaintiff)[1] filed this class action for discrimination, harassment, and wage and hour violations against James A. Quaglino, Inc. dba Quaglino Roofing (Defendant) on September 6, 2024. Plaintiff reports the matter has settled and moves for preliminary approval of a FEHA Discrimination Class Action Settlement Agreement (Discrimination Settlement), a Wage and Hour Class Action and PAGA Settlement Agreement (Wage and Hour Settlement), and a Confidential Tort Settlement Agreement and Release (Tort Settlement). (See, Code Civ. Proc., § 382, Cal. Rules of Court, rule 3.769.)

Specifically, Plaintiff seeks an order:

1. Conditionally certifying the proposed classes of harmed employees for settlement purposes under the California Rules of Court, Rule 3.769;
2. Granting preliminary approval of the settlement terms set forth in the Discrimination Settlement, Wage and Hour Settlement, and Tort Settlement;
3. Appointing Plaintiff Pablo Torres Sanitago as Class Representative;
4. Appointing Deason Law, PC as Class Counsel;
5. Appointing APEX as the Settlement Administrator;
6. Approving the content and distribution methods of the proposed Class Notices to members of the proposed classes of workers, and establishing the procedures and deadlines for the filing of objections and notices for opting out of the class action settlements; and
7. Scheduling a final hearing to consider whether to grant approval of the settlement agreements after all class members have been notified of their rights in this action and have had the opportunity to object to, opt out, or accept the terms of the class action settlements.

(Motion, p. 2, lns. 1-22.)

No opposition to the motion has been filed.

I. SETTLEMENT APPROVAL PROCESS

There are three stages to the Court's settlement approval process: (1) preliminary approval of the proposed settlement at an informal hearing; (2) notice of the settlement to all affected class

[1] The moving papers indicate that Plaintiff's counsel represents "Plaintiffs" Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario, individually and on behalf of other individuals employed under similar circumstances and facts, but they were never added as parties to this action and there is no request that they be added as parties. (Motion, p. 1, lns. 6-8; p. 8, lns. 4-7, fn. 2.) The sole plaintiff in this action is Pablo Torres Santiago.

members; and (3) final approval after a formal hearing. The current motion is the first stage of the process.

The Court may approve settlements reached before or after certification of the class. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269.) Here, no class was certified prior to the settlement, and Plaintiff seeks class certification for purposes of the settlements. The certification issue is addressed below.

When seeking preliminary approval of a settlement, the settlement agreement and proposed notice to class members must be filed, and the proposed order must be lodged with the motion. (Cal. Rules of Court, Rule 3.769(c).) The Discrimination Settlement and the Wage and Hour Settlement documents are attached to the motion as Exhibit A and each includes a proposed class notice. The Tort Settlement is attached to the motion as Exhibit C. A proposed order was submitted to the Court.

When an action includes PAGA claims, the Court must review and approve the settlement and the proposed settlement shall be submitted to the Labor and Workforce Development Agency (LWDA) at the same time that it is submitted to the Court. (Lab. Code, § 2699, subd. (l)(2).) The Court finds no evidence that the proposed settlement of PAGA claims was submitted to the LWDA.

II. THE PROPOSED SETTLEMENTS

The terms of the Discrimination Settlement, the Wage and Hour Settlement, and the Tort Settlement must be considered individually as well as collectively. For example, paragraph 3.1 of the Discrimination Agreement states that the Gross Settlement Amount is subject to paragraph 8 below. Paragraph 8 provides a class size estimate and does not appear to have any bearing on the Gross Settlement Amount. The same is not true for the Wage and Hour Settlement which states that the Gross Settlement Amount is subject to paragraph 8 below and paragraph 8 is an Escalator Clause that allows Defendant to shorten the class period if actual work weeks are ten percent higher than estimated work weeks. This raises an issue with the Wage and Hour Settlement that does not exist in the Discrimination Settlement or Tort Settlement.[2]

A. Discrimination Settlement

The terms of the Discrimination Settlement provide that Defendant shall pay $1,625,000.00. Costs to be deducted from that amount are: (1) attorneys' fees of $650,000.00 to class counsel (40% of gross settlement); (2) not more than $5,157.27 to class counsel for costs and expenses; (3) a Class Representative Service Payment to "Class Representatives" of not more than $7,500 for Pablo Torres, and $2,000 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to their Individual Class Payments; (4) an estimated $4,990.00 to the third-

[2] The Court assumes that either actual work weeks were not ten percent higher than estimated work weeks or Defendant made the election and confirmed the class period for the Wage and Hour Settlement prior to moving for preliminary approval, as stated in paragraph 8, but the parties should be prepared to confirm this at the hearing.

party settlement administrator. (Discrimination Settlement, § 3.2.) The estimated Net Settlement Amount is therefore $949,352.73. (Declaration of Dax B. Deason (Deason Decl.) ¶34.)

The estimated average payment to each member of the proposed Discrimination Settlement class is $24,982.97. (*Id.*) Class members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (Discrimination Settlement § 3.1.)

B. Wage and Hour Settlement

The terms of the Wage and Hour Settlement provide that Defendant shall pay $225,000.00. Costs to be deducted from that amount are: (1) attorneys' fees of $90,000.00 to class counsel (40% of gross settlement); (2) not more than $5,157.27 to class counsel for costs and expenses; (3) a Class Representative Service Payment to "Class Representatives" of not more than $2,500 for Pablo Torres, and $500 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as Participating Class Member; (4) an estimated $4,990.00 to the third-party settlement administrator;[3] and (5) $25,000.00 in PAGA Penalties which will be allocated 65% ($16,250.00) to the LWDA and 35% ($8,750.00) to the individual PAGA class members. (Wage and Hour Settlement, § 3.2.) The estimated Net Settlement Amount is therefore $109,092.73. (Deason Decl. ¶ 35.)

The estimated average payment to each member of this proposed Wage and Hour Settlement class is $1,581.05. (*Id.*) Class members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (Wage and Hour Settlement § 3.1.)

C. Tort Settlement

The Tort Settlement provides that Defendant will pay $125,000.00 to Plaintiff for his tort claims and as compensation for his physical injuries and emotional distress arising from those injuries. (Motion, Exh. C.)

III. INCENTIVE AWARDS FOR CLASS REPRESENTATIVES

In *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380 (*Cellphone*), the appellate court summarized the rationale and authority for approving incentive awards for class representatives as follows:

> While there has been scholarly debate about the propriety of individual awards to named plaintiffs, "[i]ncentive awards are fairly typical in class action cases." (*Rodriguez v. West Publishing Corp.* (9th Cir.2009) 563 F.3d 948, 958 (*Rodriguez*),

[3] The Wage and Hour Settlement provides, "[t]o the extent that the Administrator's cost [sic] of $4,990.00 are approved in this case and companion FEHA Discrimination Class Settlement, the parties direct the APEX administrator to withdraw its fees from the FEHA Discrimination Class Settlement Fund." (Wage and Hour Settlement, § 3.2.3.) It is unclear from the word "withdraw" whether the Administrator's fees will come from the Discrimination Settlement or the Wage and Hour Settlement.

citing 4 Newberg on Class Actions (4th ed. 2002) § 11:38, p. 81; Eisenberg & Miller, Incentive Awards to Class Action Plaintiffs: An Empirical Study (2006) 53 UCLA L.Rev. 1303.) These awards "are discretionary, [citation], and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." (*Rodriguez*, at pp. 958–958.)

There is a surprising dearth of California authority directly addressing this question. The threshold question of whether a class representative is entitled to a fee in a California class action was recently answered in the affirmative in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 96 Cal.Rptr.3d 441 (*Clark*). (See also *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726, 9 Cal.Rptr.3d 544 [affirming without discussion an order for "'service payments' to the five named plaintiffs compensating them for their efforts in bringing the action"]; Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2009) ¶ 14:146.10, p. 14–88.) "'Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable.'" (*Clark*, at p. 804, 96 Cal.Rptr.3d 441, fn. omitted, citing *Matter of Continental Illinois Securities Litigation* (7th Cir.1992) 962 F.2d 566, 571 (*Continental Illinois*).) *Clark* involved allegations of unpaid wages and overtime, failure to provide meal and rest periods, and other labor violations. (*Id.* at p. 789, 96 Cal.Rptr.3d 441.) …

…

"[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. [Citation.]" (*Van Vranken v. Atlantic Richfield Co*. (N.D.Cal.1995) 901 F.Supp. 294, 299.) These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit. (See *Dornberger v. Metropolitan Life Ins. Co*. (S.D.N.Y.2001) 203 F.R.D. 118, 124–125.)

The court here received evidence that each of the class representatives actively participated in the litigation and worked with class counsel to assist in the prosecution of the litigation. White "produced documents, answered interrogatories and submitted to a deposition. [S]he testified at trial as a witness for plaintiffs. She also traveled across the country from her home in Portland, Oregon to testify at the June 12, 2008 hearing" before the FCC regarding ETF's. Schroer, a claimant in the

> Brown arbitration, “produced documents, answered interrogatories, submitted to a deposition and participated in conferences with counsel to prepare for trial and to discuss trial strategy for the Brown matter.” Schroer also “personally attended three days of evidentiary hearings in the Brown matter, flew across the country from his home in New York to testify at trial in California as a witness for plaintiffs in the White action, and traveled to Washington, D.C. to testify before the FCC at the June 12, 2008 public hearing regarding ... ETF’s.” Brown, also a claimant in the Brown arbitration, “produced documents, answered interrogatories and traveled from Florida to New York City to give deposition testimony in the Brown matter. Brown also participated in conferences with counsel to prepare for trial and to discuss trial strategy for the Brown matter.” Nguyen “produced documents, answered interrogatories and gave deposition testimony.” Counsel noted that Nguyen’s willingness to participate in a deposition was “significant because she cleans houses for a living.”
>
> (*Cellphone*, 186 Cal.App.4th at 1393–95.)

Plaintiff cites no authority that allows approval of incentive award payments to non-parties. Further, the only evidence of contributions to the lawsuit by Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario are that they were interviewed by counsel on March 18, 2025, they retained class counsel, they assisted counsel, and three of them attended the mediation.[4] (Deason, Decl., ¶¶ 28, 32.)

The class action was filed on September 6, 2024. The parties entered into the settlements on or about April 30, 2025, only a month and a half after the non-party representatives retained class counsel. The evidence is not sufficient to support incentive awards to the non-party representatives.

IV. ASCERTAINABLE CLASS

Under California law, the basic requirements to sustain a class action are an ascertainable class, a well-defined community of interest in the questions of law and fact involved, and substantial benefits from certification that render proceeding as a class superior to the alternatives. (Code Civ. Proc. § 382; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

The Discrimination Settlement defines the “Class” and its members as “the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were [sic] worked with Defendants, including Joe Soto during the Class Period.” (Discrimination Settlement § 1.4.) “Class Period” is defined as “the period from September 6, 2021, until April 30, 2025.” (Discrimination Settlement § 1.11.) The members are roofing workers of Mexican national origin or Latino descent who were employed during the Class Period and were frequently harassed and victimized by Joe Soto’s misconduct. (Deason Decl., ¶ 34.)

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[4] Class Counsel does not specify which of its four new clients did not attend the mediation.

The Wage and Hour Settlement defines the "Class" and its members as "all individuals who worked for Defendants in California as hourly, non-exempt employees in field position (e.g. roofer or similar general labor) at any time during the Class Period." (Wage and Hour Settlement § 1.5.) "Class Period" is defined as "the period from September 6, 2020, until April 30, 2025." (Wage and Hour Settlement § 1.12.)

Additionally, the Wage and Hour Settlement defines "PAGA Pay Period" as any Pay Period during which an Aggrieved Employee worked for Defendants for at least two days during the PAGA Period. (Wage and Hour Settlement § 1.29.) "PAGA Period" is defined as "the period from September 16, 2023, through April 30, 2025." (Wage and Hour Settlement § 1.30.)

Plaintiff reports that there are approximately 38 members in the Discrimination Settlement Class and there are approximately 69 members in the Wage and Hour Settlement Class which includes the PAGA subclass. (Deason Decl., ¶¶ 34, 35.)

The Court finds the proposed classes are ascertainable and satisfy the numerosity requirement, that the action raises common discriminatory treatment for Discrimination Settlement Class Members and common wage and hour questions for Wage and Hour Settlement Class Members. The Court finds that Plaintiff is an adequate representative of the class. (Deason Decl. ¶¶ 7-11.) The Court therefore conditionally certifies the proposed classes.

V. REASONABLENESS OF SETTLEMENT

The purpose of preliminarily evaluating class action settlements is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (Cabraser, Cal. Class Actions and Coordinated Proceedings (2d ed. 2020) ¶ 14.02.) A presumption of fairness applies if there has been arm's length bargaining, investigation has been sufficient to allow counsel and the court to act intelligently, class counsel is experienced in similar litigation, and the percentage of class members who object to the settlement is small. (*Ibid.*)

"[P]re-certification settlements are routinely approved if found to be fair and reasonable." (*Wershba v. Apple Computer, Inc., supra,* 91 Cal. App. 4th at p. 240.)

Plaintiff's counsel reports that the parties attended a full day mediation with private mediator Abe Melamed on April 30, 2025, at which the parties engaged in intensive settlement discussions. (Deason Decl. ¶¶ 29, 30.) After mediating for thirteen hours the parties agreed to a gross settlement amount of $1,975,000.00. (Deason Decl. ¶ 32.) The settlement negotiations were at arm's length and adversarial. (Deason Decl., ¶ 32.)

Prior to mediation Plaintiff's counsel interviewed several putative class members who were employed or had worked at Defendant Quaglino Roofing as to Joe Soto's misconduct, the hostile work environment faced by Mexican roofers, and the nature and frequency of the alleged day-to-day wage violations. (Deason Decl., ¶¶ 7-9, 11-14).

Prior to mediation Defendant provided Plaintiff's Counsel with extensive informal discovery including an employee roster, personnel records, paychecks, timecards, and certified payroll records for Plaintiff Torres and other putative class members, as well as subcontractor contracts relating to prevailing wage projects. (Deason Decl., ¶ 22.) Plaintiff's Counsel engaged in extensive analysis and document review of personnel documents, payroll, and timecards for the putative class members. Plaintiff's counsel concluded Defendant had a uniform policy of not properly recording and paying for all employee work time, not providing meal and rest breaks, not paying for travel time, and not accurately documenting pay statements. (Deason Decl., ¶ 24.)

Plaintiff's attorneys have shown that they are experienced with this type of litigation. (Deason Decl., ¶¶ 3, 4; Declaration of Anthony Peter Raimondo, ¶¶ 3, 4, 5 (misnumbered as 4.) Plaintiff's counsel (Dax B. Deason) has provided a declaration showing he investigated and researched the claims in controversy, related documents and evidence, and the asserted defenses. He estimated Defendant's potential exposure for the Wage and Hour claims at approximately $1,840,275.82. (Deason Decl., ¶ 25.) He estimated Defendant's potential exposure for the Discrimination claims at approximately $3,000,000.00, based on employee weeks worked with Joe Soto. (Deason Decl., ¶ 27.)

Plaintiff's attorney concludes "the Class Action Settlement Agreements are fair, reasonable, and adequate, and in the best interests of the class of affected workers. While the workers in this case could likely obtain larger verdict by going to trial, the $1,975,000.00 settlement is an excellent recovery that will provide significant compensation to the affected workers. (Deason Decl., ¶ 38.)

The amount of the Discrimination Settlement appears to be approximately 54% of Defendant's estimated liability, and the amount of the Wage and Hour Settlement appears to be approximately 12% of Defendant's estimated liability.

It appears the overall settlement favors the Discrimination Class over the Wage and Hour Class. "There is, however, no legal requirement that all members of the class must participate equally in any settlement. While intraclass disparities may be a signal of unfairness, the inference is rebuttable by a showing that differences in treatment 'are rationally based on legitimate considerations.'" (*7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal. App. 4th 1135, 1162–63 [citation omitted].) Where the distinction between classes is that one class can only be compensated by money while the other can be compensated by other means there is a rational basis for a disparity in settlement amounts. (*Id*. at 796.)

Here, Plaintiff presents evidence that the 38 members of the Discrimination Class were subjected to significant discrimination, harassment, and even assault at the hands of Defendant's former supervisor Joe Soto. (Deason Decl., ¶¶ 12, 13.) Plaintiff presents evidence that in addition to monetary payments Wage and Hour Class members working for Defendant will receive the benefit of Defendant's agreement to "take all steps to ensure the company is in compliance with all mandatory training programs, wage laws, pay statement rules, and other areas of compliance that were alleged to be deficient in the operative complaint." (Motion, Exh. C (Memorandum of Understanding), § 20.) Consistent with the agreement Defendant has implemented an electronic timekeeping system which accurately compensates workers, has updated its Employee Handbook, held meetings with its employees to remind them about meal and break policies, safety rules, and how to report complaints to management, and is ensuring that all prevailing wage fringe payments are being properly allocated to employee pension and welfare benefit programs. (Deason Decl., ¶ 37.)

Having reviewed the claims at issue, Plaintiff's arguments in the memorandum of points and authorities, and the evidence submitted in support of the motion, the Court finds, for purposes of this preliminary approval, that the proposed settlements are fair and reasonable.

VI. NOTICE

If the court has certified the litigation as a class action, notice must be given to the class members and must contain "an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, rule 3.769(f).)

Pursuant to California Rules of Court, rule 3.766(d), if class members are to be given the right to request exclusion from the class, the notice must include the following:

> (1) A brief explanation of the case, including the basic contentions or denials of the parties;
>
> (2) A statement that the court will exclude the member from the class if the member so requests by a specified date;
>
> (3) A procedure for the member to follow in requesting exclusion from the class;
>
> (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and
>
> (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Here, the proposed notices misstate the title of the case as "Pablo Torres Santiago et al." when Pablo Torres Santiago is the sole plaintiff in this action. As explained above, Plaintiff has not amended the complaint to add new plaintiffs and the motion for preliminary approval lacks evidence showing a basis for awarding incentive payments to the four employees who retained Plaintiff's counsel shortly before mediation.

The proposed Discrimination Settlement Notice states that the class encompasses roofers who "**believe** they were victims of discrimination by Quaglino Roofing's former supervisor Joe Soto." (Discrimination Settlement Notice, p. 29, lns. 7-13 [emphasis added].) This does not match the definition of the class in the Discrimination Settlement which states "the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were [sic] worked with Defendants, including Joe Soto during the Class Period."

The Wage and Hour Settlement Notice states that the class encompasses employees who "**believe** they were not properly paid their wages and compensation." (Wage and Hour Settlement Notice, p. 33, lns. 11-17.) This does not match the definition of the class in the Wage and Hour Settlement which states "all individuals who worked for Defendants in California as hourly, non-exempt employees in field position (e.g. roofer or similar general labor) at any time during the Class Period."

Plaintiff should be prepared to discuss these discrepancies at the hearing and whether a class can be ascertained by the beliefs of its members.

The Wage and Hour Settlement Notice does not list the payment to the LWDA as a deduction from the Gross Settlement Amount. Further, its discussion of how members' payments will be calculated is unclear since the two separate class periods significantly overlap, i.e., Wage and Hour Class Period is September 6, 2020, to April 30, 2025, and PAGA Class Period is September 16, 2023 to April 30, 2025. Do members of the class and subclass get two separate settlement payments for work weeks between September 16, 2023, and April 30, 2025? Plaintiff should be prepared to discuss this issue at the hearing.

The notices provide a background of the litigation and claims and inform the recipients of the settlement and their respective rights. Except for the issue of payments to class representatives, the proposed notices set forth a breakdown of the settlement amounts, including the total gross settlement amounts, and the maximum amounts of the proposed deductions (i.e., attorneys' fees; class counsel's costs; settlement administrator's costs; representative plaintiff payment; and PAGA penalties). Except as discussed above, the proposed notices set forth how each class member's payment will be calculated and explain how class members can opt out of or object to the settlement.

VII. CONCLUSION

Subject to resolution of the matters stated below to the satisfaction of the Court, the Court finds that Plaintiff has satisfied the procedural requirements for preliminary approval of a class action settlement, and the settlement amounts appear fair and reasonable at this stage. Matters to be clarified are as follows:

1. Proof of submission of the Wage and Hour Settlement to the LWDA;
2. Whether incentive payments for non-parties Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario should be awarded;
3. Whether Defendant can still exercise the Escalator Clause;
4. Clarification of which settlement the $4,990.00 payment to APEX (Administrator) will come from and removal of that fee from the Notice in the other settlement;
5. Amendment of Class Notices to reflect any change in Class Representative payments;
6. Amendment of the descriptions of the class in the Class Notices to match settlement definitions;
7. Amendment of the Wage and Hour Class Notice to reflect payment to LWDA.

Upon resolution of these matters the Court intends to grant preliminary approval of the settlement; appointment of Plaintiff as the class representative; appointment of Deason Law, PC as class counsel; appointment of APEX as the third-party settlement administrator; and approval of the proposed method and form of the notices. The Court also intends to conditionally certify the classes as defined in the parties' settlement agreements. The Court shall set a date for the final approval hearing upon entering an order granting preliminary approval.