

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

MARIO ALVARADO, an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

RED POINTE ROOFING, L.P., a California  
Limited Partnership; and DOES 1 through  
100,

Defendants.

CASE NO. 30-2022-01286100-CU-OE-CXC

*[Case assigned for all purposes to the Hon.  
Melissa R. McCormick, Dept. CX105]*

**ORDER AND JUDGMENT GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Action Filed: October 12, 2022

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3 The Motion of Plaintiff Mario Alvarado (“Plaintiff”) for Final Approval of Class Action  
4 Settlement (“Final Approval Motion”) came regularly for hearing before this Court on July 10,  
5 2025 at 2:00 p.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order  
6 Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).

7 Having considered the parties’ Settlement Agreement and Amendment thereto, attached  
8 as Exhibit A to the November 5, 2024 Preliminary Approval Order (ROA 108), and the  
9 documents and evidence submitted in support of the motion, the Court finds that the Settlement  
10 is fair, reasonable, and adequate.

11 Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion  
12 and ORDERS as follows:

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

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

17 All current and former non-exempt employees who worked for Defendant  
18 Red Pointe Roofing, L.P. (“Defendant”) in California between October 12,  
2018, and November 5, 2025 (the “Class Period”).

19 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher  
20 W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are hereby confirmed as  
21 Class Counsel.

22 4. Notice was provided to Settlement Class members as set forth in the Settlement,  
23 which was preliminarily approved by the Court on November 5, 2024, and the notice process  
24 has been completed in accordance with the Settlement and the Court’s Preliminary Approval  
25 Order. The Court finds that said notice was the best notice practicable under the circumstances.  
26 The Class Notice provided due and adequate notice of the proceedings and matters set forth  
27 therein, informed Settlement Class members of their rights, and fully satisfied the requirements  
28 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due

1 process.

2 5. The Court finds that no Settlement Class members objected to the Settlement,  
3 that no Settlement Class members opted out, and that the Settlement Administrator did not  
4 receive any disputes, and that the 100% participation rate supports final approval of the  
5 Settlement.

6 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and  
7 adequate, and orders the parties to effectuate the Settlement in accordance with its terms.

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

17 8. The Court finds that, in light of the absence of objections to the Settlement, this  
18 Order shall be deemed final as of the date of its entry.

19 9. The Court finds that the Individual Settlement Payments, as provided for in the  
20 Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to  
21 distribute the payments in accordance with the terms of the Settlement.

22 10. The Court orders Defendant Red Pointe Roofing, L.P. to deposit the Maximum  
23 Settlement Amount of \$711,490.00 with the Settlement Administrator in accordance with the  
24 procedures set forth in the Settlement.

25 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to the  
26 named Plaintiff is appropriate for Plaintiff's service to the Settlement Class. The Court orders  
27 the Settlement Administrator make this payment in accordance with the terms of the Settlement.

28 12. The Court awards attorneys' fees in the amount of \$237,139.62 and litigation

costs of \$11,426.16 to Class Counsel, and orders the Settlement Administrator to distribute these payments to Class Counsel in accordance with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the Maximum Settlement Amount in accordance with the terms of the Settlement, for its work done and to be done until the completion of this matter.

14. The Court finds that the amount designated for PAGA civil penalties, \$50,000.00, with 75% (\$37,500.00) allocated to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$12,500.00) allocated to PAGA Members pursuant to Labor Code § 2699(i), is fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute these payments in accordance with the terms of the Settlement.

15. The Settlement Administrator shall mail a reminder postcard to any Settlement Class Member whose settlement check has not been negotiated within 60 days of issuance.

16. The PAGA Members are defined as all current and former non-exempt employees of Defendant in California who worked at any time between October 12, 2021, and November 5, 2025 (the "PAGA Period").


17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h). The Court shall retain jurisdiction pursuant to Civil Procedure Code section 664.6 to enforce the terms of the Settlement, the Final Approval Order, and this Judgment.

18. The Court orders that the Settlement Administrator shall provide notice of entry of this Judgment to the Settlement Class Members by posting a copy of the Judgment and Final Approval Order on the settlement website for at least 180 days and providing the website URL on settlement checks.

1           19.     Plaintiff shall file a Final Accounting Report at least 9 court days before the Final  
2 Accounting Hearing. The Final Accounting Hearing is set for June 25, 2026 at 9:00 a.m. in  
3 Department CX105.

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

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7 Dated: July 10, 2025

  
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Melissa R. McCormick  
Judge of the Superior Court