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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JAN 23 2024

BY Jessica Garcez  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

JULIO VILLAZON and LORENA DUARDO,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

SADDLEBACK ROOFING, INC., a  
California Corporation,

Defendant.

Case No. CIVSB2307262

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: December 13, 2023

Time: 1:30 p.m.

Dept.: S-17

Judge: Honorable Joseph T. Ortiz

1 On December 13, 2023, the Court held a hearing on Plaintiffs Julio Villazon and Lorena Duardo  
2 (“Plaintiffs”) Motion for Final Approval of Class Action Settlement between Plaintiffs and Defendant  
3 Saddleback Roofing, Inc. (“Defendant”) (collectively, the “Parties”), and Plaintiffs’ Motion for Attorneys’  
4 Fees and Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered  
6 the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”), all of  
7 the legal authorities and documents submitted in support thereof, all papers filed and proceedings had  
8 herein, all oral and written comments received regarding the proposed settlement, and having reviewed  
9 the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement  
10 and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
12 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’  
13 Settlement Agreement.<sup>1</sup>

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
17 Settlement Agreement and as follows:

18 *“Plaintiffs and all other individuals who are or were employed by Defendant as non-exempt*  
19 *hourly-paid employees who worked at least one shift in California during the Class Period.”*

20 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
21 3.765(a) and for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class of 955 Class Members exists and a well-defined  
23 community of interests exists in the questions of law and fact involved because in the context of the  
24 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the  
25 Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
26 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and

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28 <sup>1</sup> A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Craig J. Ackermann in Support  
of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 protected the interest of the Class Members.

2 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
3 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with  
4 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the  
5 circumstances. The Class Notice informed 955 individuals on the class list of the Settlement terms, their  
6 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their  
7 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,  
8 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and  
9 to act were provided by each of these procedures.

10 7. Not a single Class Member filed or submitted a written objection to the Settlement as part  
11 of the notice process.

12 8. Not a single Class Member opted out of the Settlement as part of the notice process.

13 9. The Court hereby approves the terms set forth in the Settlement Agreement, and finds that  
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with  
15 all applicable requirements of the California Code of Civil Procedure, the California and United States  
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable  
17 law, and in the best interests of each of the Parties and Class Members. The Court directs the Parties to  
18 effectuate the Settlement Agreement according to its terms and declares this Settlement Agreement to be  
19 binding on all Participating Class Members. The Court finds that the Settlement Agreement has been  
20 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that  
21 the Parties have conducted extensive investigation and research, and their attorneys were able to  
22 reasonably evaluate their respective positions.

23 10. The Court further finds that the allocation of PAGA penalties is fair and reasonable under  
24 the circumstances.

25 11. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and  
26 that Plaintiffs provided notice of the proposed Settlement to the Labor and Workforce Development  
27 Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor  
28 Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

1           12.     The Court also finds that Settlement now will avoid additional and potentially substantial  
2 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,  
3 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed  
4 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class  
5 Members.

6           13.     The Court confirms Julio Villazon and Lorena Duardo as Class Representatives and find  
7 them to be adequate.

8           14.     The Court confirms Craig J. Ackermann, Avi Kreitenberg, and Erika Smolyar of  
9 Ackermann & Tilajef, P.C.; Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C.; and Aubry  
10 Wand of The Wand Law Firm, P.C. as Class Counsel, and finds each of them to be adequate, experienced,  
11 and well-versed in similar class action litigation.

12           15.     The terms of the Settlement Agreement, including the Gross Settlement Amount of  
13 **\$450,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and  
14 to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement  
15 Agreement, subject to this Order. The Court approves the following allocations, which fall within the  
16 ranges stipulated by and through the Settlement Agreement:

- 17           a.     The **\$14,250.00** designated for payment to CPT Group, Inc., the Settlement Administrator,  
18 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,  
19 the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- 20           b.     The **\$150,000.00** requested by Plaintiffs and Class Counsel for the Class Counsel's  
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The  
22 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be  
23 made in accordance with the Settlement Agreement.
- 24           c.     The Court awards **\$10,476.08** in litigation costs, an amount which the Court finds to be  
25 reflective of the reasonable costs incurred. The Court grants final approval of, and orders  
26 the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance  
27 with the Settlement Agreement.<sup>2</sup>

28 <sup>2</sup> Class Counsel is only seeking litigation cost reimbursement in the amount \$10,476.08, which is less than the \$15,000

1 d. The **\$10,500.00** requested by each Plaintiff (totaling **\$21,000.00**) for their Class  
2 Representative Service Payments is fair and reasonable. The Court grants final approval  
3 of, and orders the Class Representative Service Payments to be made, in accordance with  
4 the Agreement.

5 e. The Court grants final approval of the **\$20,000.00** PAGA Penalties, 75% of which (i.e.,  
6 **\$15,000**) shall be paid to the LWDA and orders the payment to be made in accordance with  
7 the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed  
8 to the Aggrieved Employees in accordance with the Settlement Agreement.

9 16. The Court orders the Parties to comply with and carry out all terms and provisions of the  
10 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which  
11 case the provisions of this Order shall take precedence and supersede the Settlement.

12 17. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of  
13 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
14 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
15 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
16 concession, or liability whatsoever by or against Defendant.

17 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights  
18 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case  
19 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement  
20 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked  
21 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the  
22 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the  
23 subsequent Judgment is a finding that certification of the Class is proper for any purpose or proceeding  
24 other than for settlement purposes.

25 19. All participating Class Members shall be bound by the Settlement and this Order, and shall  
26 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,

27 \_\_\_\_\_  
28 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the  
Class. Thus, the remaining \$4,523.92 will be added to the Net Settlement Among to be distributed to the participating Class  
Members.

1 heirs, administrators, successors, and assigns, Defendant and all other Released Parties<sup>3</sup> from any and all  
2 Released Class Claims<sup>4</sup> and Released PAGA Claims<sup>5</sup> as set forth in the Settlement Agreement, and are  
3 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any  
4 and all of Class Members' Released Class Claims and Released PAGA Claims as defined in the Settlement  
5 Agreement.

6 20. Plaintiffs are bound by Plaintiffs' Release against Defendant and the other Released Parties  
7 and waiver of Civil Code section 1542, as set forth in the Settlement Agreement, and are permanently  
8 barred from prosecuting against Defendant and the other Released Parties any and all of the claims in  
9 Plaintiffs' Release as defined in the Settlement Agreement.

10 21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
11 provided in the Settlement Agreement.

12 22. The Court approves the one hundred eighty (180) day period for cashing of checks. Any  
13 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will  
14 be sent to the California Controller's Unclaimed Property Fund.

15 23. The Settlement Administrator, within five (5) days of the date of this Order, shall give  
16 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a  
17

18 <sup>3</sup> "Released Parties" means and refers to: Defendant and all of its subsidiaries, affiliates, shareholders, members, agents,  
19 predecessors, and assigns. (S.A., ¶ 1.41).

20 <sup>4</sup> "Released Class Claims" means and refers to those claims alleged in Plaintiffs' PAGA Notices and operative Complaint,  
21 including claims for Defendant's alleged failure to (1) provide complete wage statements (Labor Code sections 226(a) and  
22 226(e)); (2) pay minimum wages (Labor Code sections 1194 and 1197); (3) pay overtime (Labor Code sections 510 and 1198);  
23 (4) pay timely wages (Labor Code sections 204 and 210); (5) pay final wages (Labor Code sections 201-203); (6) provide rest  
24 periods and pay missed rest period premiums (Labor Code section 226.7, section 12 of the applicable IWC Wage Order); (7)  
25 provide meal periods and pay missed meal period premiums (Labor Code sections 226.7 and 512 and section 11 of the  
26 applicable IWC Wage Order); (8) reimburse business expenses (Labor Code section 2802); (9) maintain required records  
27 (Labor Code sections 1174, 1174.5 and Wage Order No. 4-2001, section 7); (10) civil penalty claims based on the foregoing  
28 under California's Private Attorney General Act ("PAGA"), Labor Code section 2699, *et seq.*; and (11) unfair competition  
claims based on the foregoing (Bus. & Prof. Code section 17200, *et seq.*). (S.A., ¶¶ 1.39, 6.2).

<sup>5</sup> "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have  
been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including, failure to  
(1) provide complete wage statements (Labor Code sections 226(a) and 226(e)); (2) pay minimum wages (Labor Code sections  
1194 and 1197); (3) pay overtime (Labor Code sections 510 and 1198); (4) pay timely wages (Labor Code sections 204 and  
210); (5) pay final wages (Labor Code sections 201-203); (6) provide rest periods and pay missed rest period premiums (Labor  
Code section 226.7, section 12 of the applicable IWC Wage Order); (7) provide meal periods and pay missed meal period  
premiums (Labor Code sections 226.7 and 512 and section 11 of the applicable IWC Wage Order); (8) reimburse business  
expenses (Labor Code section 2802); (9) maintain required records (Labor Code sections 1174, 1174.5 and Wage Order No.  
4-2001, section 7); (10) civil penalty claims based on the foregoing under California's Private Attorney General Act ("PAGA"),  
Labor Code section 2699, *et seq.*; and (11) unfair competition claims based on the foregoing (Bus. & Prof. Code section 17200,  
*et seq.*). (S.A., ¶¶ 1.40, 6.3).

1 copy of this order and judgment on its website for 60 days.

2 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for  
3 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on  
4 distributions made to the class members, enforcing the Settlement Agreement, addressing settlement  
5 administration matters, and addressing such post-Judgment matters as may be appropriate under court  
6 rules or applicable law.

7 25. Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the  
8 status of distribution within sixty (60) days after all funds have been distributed.

9  
10 **IT IS SO ORDERED.**

11  
12 DATED: 1/23/24

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15 HON. JOSEPH T. ORTIZ  
16 JUDGE OF THE SUPERIOR COURT  
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