

**FILED**  
Superior Court of California  
County of Los Angeles  
03/03/2026

David W. Slayton, Executive Officer / Clerk of Court  
By:                     E. Martinez                     Deputy

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10 Attorneys for Plaintiffs and all others similarly situated  
11 JOSE RAUL VASQUEZ and RONALD ALEXANDER ACOSTA VASQUEZ

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 JOSE RAUL VASQUEZ, an individual, and  
15 RONALD ALEXANDER ACOSTA  
16 VASQUEZ, on behalf of themselves and all  
17 persons similarly situated,

18 Plaintiffs,

19 v.

20 A AND C ROOFING, INC., a California  
21 Corporation; and DOES 1 through 100,

22 Defendants.

CASE NO.: 23STCV03951

[Assigned to Timothy Patrick Dillon, Dept.  
15]

**~~PROPOSED~~ FINAL JUDGMENT**

*[Notice, Memorandum of Points and  
Authorities, Declarations of Matthew A.  
Haulk and Jose Herrera and (Proposed)  
Order filed concurrently herewith]*

Date: March 3, 2026  
Time: 10:00 a.m.  
Dept.: 15

Complaint Filed: February 22, 2023  
Trial Date: None

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1 Plaintiffs Jose Raul Vasquez and Ronald Alexander Acosta Vasquez (“Plaintiffs”)
2 Motion for Final Approval of Class Action Settlement and for Attorney’s Fees and Costs
3 (“Motion for Final Approval”) came on for hearing on March 3, 2026, at 10:00 a.m., in
4 Department 15 of the above captioned court before the Honorable Timothy Patrick. The court
5 granted the Motion and finally approved the class action settlement as set forth in the CLASS
6 ACTION AND SETTLEMENT AGREEMENT (see DECLARATION OF MATT A. HAULK
7 IN SUPPORT OF PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS
8 ACTION SETTLEMENT [“Haulk Decl.”], filed October 8, 2024, at Exh. 1). The CLASS
9 ACTION SETTLEMENT AGREEMENT is referred to herein as the “Agreement.”

10 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

11 1. The certification of the Class is confirmed for the purposes of settlement. The
12 Class Period is from February 22, 2019, through May 31, 2024. The Class is defined as follows:

13 All persons who performed services in the State of California during the Class
14 Period as a non-exempt employee for A&C Roofing.

15 2. All persons who meet the foregoing definition are Class Members and
16 Participating Class Members.

17 3. Effective on the date when Defendants fully funds the entire Gross Settlement
18 Amount and funds all employer payroll tax owed on the wage portion of the Class Payments and
19 each Class Member will be subject to and bound by the releases set forth in the Agreement as
20 against Defendants and Released Parties, as those terms are defined in the Agreement and as set
21 forth below:

22 1.5. “Class” means all persons who performed services in the State of California during
23 the Class Period as a non-exempt employee for A&C Roofing.

24 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
25 either a Participating Class Member or Non-Participating Class Member.

26 1.12. “Class Period” means the period from February 22, 2019, through May 31, 2024.

27 1.22. “Gross Settlement Amount” means \$250,000.00 (Two Hundred Fifty Thousand
28 Dollars), which is the total amount A&C Roofing agrees to pay under the Settlement

1 except as provided in Paragraph 9 below. The Gross Settlement Amount will be used  
2 to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class  
3 Representative Service Payment, and the Administrator's Expenses..

4 1.32. "Released Parties" means Defendants and their past, present, and future  
5 subsidiaries, affiliates, shareholders, members, agents, predecessors, successors,  
6 acquirers, parent, related entities, owners, officers, directors, shareholders, employees,  
7 agents, principals, representatives, accountants, auditors, consultants, insurers and  
8 reinsurers, and assigns, including but not limited to Andre Afsharian, and Chris  
9 Afsharian.

10 5.2. Release by All Participating Class Members: Effective on the date when the Gross  
11 Settlement Amount is fully funded, all Participating Class Members, on behalf of  
12 themselves and their respective former and present representatives, agents, attorneys,  
13 heirs, administrators, successors and assigns, release Released Parties from (i) all claims  
14 that were alleged, or reasonably could have been alleged, based on the Class Period facts  
15 stated in the Operative Complaint and ascertained in the course of the Action, as well as  
16 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
17 attorney's fees, damages, action or causes of action of whatever kind or nature, whether  
18 known or unknown, contingent or accrued under any legal theory under federal and state  
19 law that were or reasonably could have been brought based on the facts alleged in the  
20 Operative Complaint, regardless of theory of recovery, including claims for: (a) Unpaid  
21 Hourly Wages in violation of Labor Code sections 201-204, 215, 216, 218.5, 510, 558,  
22 1194, 1194.2, 1197, 1197.1, and 1199, and the applicable IWC Wage Order; (b) claims  
23 for Meal Period Violations in violation of Labor Code sections 226.7 and 512, and the  
24 applicable IWC Wage Order; (c) claims for Rest Period Violations in violation of Labor  
25 Code section 226.7 and the applicable IWC Wage Order; (d) claims for Waiting Time  
26 Violations in violation of Labor Code sections 201-203 and 206, and the applicable IWC  
27 Wage Order; (e) claims for Wage Statement Violations in violation of Labor Code section  
28 226 and the applicable IWC Wage Order; (f) claims for Unfair/Unlawful Business  
Practices in violation of Business & Professions Code sections 17200 et seq.; and (g) all  
claim for liquidated damages, penalties, interest, fees, and costs based on the foregoing.  
Class Members further agree to waive their right to pursue individual lawsuits as to any  
of the Released Class Claims against the Released Parties to the extent such Released  
Class Claims accrued during the Class Period. Participating Class Members do not release  
any other claims, including claims for vested benefits, wrongful termination, violation of  
the Fair Employment and Housing Act, unemployment insurance, disability, social  
security, workers' compensation or claims based on facts occurring outside the Class  
Period.

4. This Court hereby grants final approval for and awards the following amounts, all to  
be paid from the Gross Settlement Amount: (i) \$83,333.00 for the Class Counsel attorney's fee award  
comprised of 33.33% of the Gross Settlement Amount, and litigation expenses in the amount of  
\$8,441.57; (ii) an enhancement award to Plaintiffs Jose Raul Vasquez and Ronald Alexander Acosta

1 Vasquez of \$7,500 each; and (iii) Administrator expense payment of \$6,350.00 to ILYM Group, Inc.

2 5. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
3 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
4 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement  
5 benefits, pursuant to Code of Civil Procedure section 664.6.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
7 **ORDERED.**

8 DATED: 03/03/2026



*Handwritten signature of Timothy Patrick*

Hon. Timothy Patrick  
Judge of the Superior Court  
Timothy Patrick Dillon / Judge

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**PROOF OF SERVICE**


*Jose Raul Vasquez, et al. v. A and C Roofing, Inc.*  
Los Angeles County Superior Court Case No.: 23STCV03951

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s):  <b>[PROPOSED] FINAL JUDGMENT</b>	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed:  <b>Philip J. Azzara, Esq.</b> <b>Shannon N. Cahill, Esq.</b> <b>FISHER &amp; PHILLIPS LLP</b> <b>2050 Main Street, Suite 1000</b> <b>Irvine, California 92614</b> <b>Telephone: (949) 851-2424</b> <b>Facsimile: (949) 851-0152</b> <b>Email: <a href="mailto:pazzara@fisherphillips.com">pazzara@fisherphillips.com</a></b> <b><a href="mailto:scahill@fisherphillips.com">scahill@fisherphillips.com</a></b> <b><a href="mailto:agarcia@fisherphillips.com">agarcia@fisherphillips.com</a></b> <b><a href="mailto:bhuschke@fisherphillips.com">bhuschke@fisherphillips.com</a></b>  <i>Attorney for Defendants</i> <i>A and C Roofing, Inc., Andre Afsharian and Chris Afsharian</i>	
5.	a.	<b>By Personal Service.</b> I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	<b>By United States Mail.</b> I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business’s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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c.	<b>By Overnight Delivery.</b> Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.	<b>By Messenger Service.</b> I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.	<b>By Fax Transmission.</b> Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. <b>X</b>	<b>By Electronic Transmission.</b> I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on February 5, 2026

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

February 5, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)