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

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

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]

~~[SECOND PROPOSED]~~ **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

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

Complaint Filed: February 22, 2023
Trial Date: None

1 Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”),
2 concerning the CLASS ACTION AGREEMENT (the “Agreement”), came on for hearing on
3 March 3, 2026, at 10:00 a.m., in Department 15 of the above-captioned Court, the Honorable
4 Timothy Patric presiding.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Agreement), and having considered the
7 declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and
8 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
9 written comments received regarding the Settlement Agreement, and having reviewed the record
10 in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Agreement
11 and makes the following findings, determinations, and orders:

12 1. All terms used in this order shall have the same meaning as used and/or defined
13 in the Agreement. A copy of the CLASS ACTION AND SETTLEMENT AGREEMENT is
14 attached as Exhibit 1 to the Declaration of Matthew Haulk in Support of Plaintiffs’ Motion for
15 Preliminary Approval of Class Action Settlement as filed in this action on October 8, 2024.

16 2. The Court granted preliminary approval of the Settlement on October 28, 2025.

17 3. Plaintiffs Jose Raul Vasquez and Ronald Alexander Acosta Vasquez are
18 appointed the Class Representatives.

19 4. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are appointed
20 Class Counsel. The Court finds Class Counsel is adequate, as they are experienced in wage and
21 hour class action litigation and have no conflicts of interest with absent Settlement Class
22 Members, and that they adequately represented the interests of absent class members in the
23 litigation.

24 5. The following persons are certified as Class Members solely for the purpose of
25 entering a settlement in this matter:

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

28 6. The Court deems this definition sufficient for the purpose of California Rules of

1 Court, Rule 3.765(a) for the purpose of effectuating settlement.

2 7. The Court finds that an ascertainable class of 126 Class Members, of whom 126
3 are Participating Class Members, exists and a well-defined community of interest exists on the
4 questions of law and fact involved in the context of the Settlement: (i) all related matters,
5 predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of claims
6 of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
7 Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of
8 the Class Members.

9 8. The Court finds that the Settlement Agreement has been reached as a result of
10 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
11 have conducted extensive investigation and research, and their attorneys were able to reasonably
12 evaluate their respective positions.

13 9. The Court finds that the terms of the Settlement are fair, reasonable, and adequate,
14 pursuant to California Code of Civil Procedure § 382. In granting final approval of the class
15 action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48
16 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
17 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). After considering the
18 monetary recovery provided as part of the Settlement in light of the challenges posed by
19 continued litigation, the Court concludes that Class Counsel secured significant relief for Class
20 Members.

21 10. The Court hereby approves the terms set forth in the Agreement and finds that the
22 Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all
23 applicable requirements of the California Code of Civil Procedure, the California and United
24 States Constitutions, including the Due Process clauses, the California Rules of Court, and any
25 other applicable law, and in the best interests of each of the Parties and Class Members.

26 11. The court is satisfied that ILYM Group, Inc., the Settlement Administrator,
27 completed the distribution of Class Notice in a manner that comports with California Rules of
28 Court, Rule 3.776 and the Agreement. Class Notice informed the prospective Class Members of

1 the Settlement terms, their right to do nothing and receive their settlement share, their right to
2 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
3 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of
4 the Settlement. Adequate periods of time to respond and to act were provided by each of these
5 procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice
6 process; zero Class Member(s) filed a written statement of intention to appear at the Final
7 Approval and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion

8 12. The terms of the Agreement, including the Gross Settlement Amount of
9 \$250,000.00 and the allocation for determining Individual Class Payments, are fair, adequate,
10 and reasonable to the Class and to each Class Member, and the Court grants final approval of the
11 Settlement set forth in the Agreement, subject to this Order.

12 13. The Court further approves the following distribution from the Gross Settlement
13 Amount, which fall within the ranges stipulated by and through the Agreement:

14 a. The amount of \$6,350.00 designated for payment to the Settlement
15 Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties
16 to make the payment to the Settlement Administrator in accordance with the Agreement.

17 b. The amount requested by Plaintiffs and Class Counsel for Class Counsel's
18 attorneys' fees, representing thirty-five percent of the Gross Settlement Amount or \$83,333.00
19 is fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request
20 for \$83,333.00 is supported by its lodestar cross-check, and the court finds that Class Counsel's
21 time spent and hourly rates are fair and reasonable. The Court grants final approval of Class
22 Counsel's fee request in the amount of \$83,333.00 and orders payment of this amount to be
23 made in accordance with the Agreement.

24 c. The Court awards Class Counsel \$8,441.57 in litigation costs, which is an
25 amount which the Court finds to be reflective of the actual and reasonable costs incurred. The
26 Court grants Class Counsel's litigation expenses payment and orders payment of this amount to
27 be made in accordance with the Agreement

28 d. The \$7,500 class representative enhancement payment requested by each

1 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the
2 payment be made in accordance with the Agreement.

3 14. The Court orders the Parties to comply with and carry out all terms and provisions
4 of the Agreement, to the extent that the terms thereunder do not contradict with this order, in
5 which case the provisions of this order shall take precedence and supersede the Agreement.

6 15. All Participating Class Members shall be bound by the Settlement and this Order,
7 including the release of claims as set forth in the Settlement Agreement. Per the Settlement, the
8 release of claims by any participating Class Member will be effective on the date when
9 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes
10 owed on the Wage Portion of the Individual Class Payments.

11 16. The Court shall retain jurisdiction to construe, interpret, implement, and enforce
12 the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and
13 to supervise and adjudicate any dispute arising from or in connection with the distribution of
14 settlement benefit.

15 17. It shall not be necessary to send notice of entry of this Order or the Judgment to
16 individual Class Members. However, this Order and the Judgment shall be posted on Settlement
17 Administrator's website as indicated in the Class Notice.

18 18. The Court has set a non-appearance case review concerning disposition of the
19 settlement proceeds for 03/05/2027 4 PM and orders Plaintiffs' Counsel to file a
20 declaration of counsel or the Settlement Administrator no later than 03/03/2027
21 concerning the disposition of proceeds.

22 **IT IS SO ORDERED.**

23 DATED: 03/03/2026



24 

25 Hon. Timothy Patrick
26 Judge of the Superior Court
27 Timothy Patrick Dillon / Judge
28

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): [SECOND PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Philip J. Azzara, Esq. Shannon N. Cahill, Esq. FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152 Email: pazzara@fisherphillips.com scahill@fisherphillips.com agarcia@fisherphillips.com bhuschke@fisherphillips.com <i>Attorney for Defendants</i> <i>A and C Roofing, Inc., Andre Afsharian and Chris Afsharian</i>	
5.	a.	By Personal Service. 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.	By United States Mail. 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.	By Overnight Delivery. 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.	By Messenger Service. 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.	By Fax Transmission. 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. X	By Electronic Transmission. 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 March 2, 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.

March 2, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)