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**FILED**  
Superior Court of California  
County of Los Angeles

**11/22/2024**

David W. Slayton, Executive Officer / Clerk of Court

By:           L. Ennis           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JUAN CARLOS MEJIA and RODOLPHO  
BARILLAS, individually and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

ADCO ROOFING, INC.; and DOES 1 through  
20, inclusive,

Defendants.

Case No. 21STCV02148

*Assigned for all purposes to:  
Hon. Stuart M. Rice, Dept. 1*

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: November 22, 2024

Time: 10:30 a.m.

Dept: 1

1 WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3 WHEREAS, Plaintiffs Juan Carlos Mejia and Rodolfo Barillas (“Plaintiffs”),  
4 individually and on behalf of all others similarly situated and on behalf of the general public have  
5 applied to this Court for an order preliminarily approving the settlement of the Action in  
6 accordance with the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND  
7 CLASS NOTICE (the “Settlement” or “Agreement”) entered into by Plaintiffs and Defendant  
8 ADCO Roofing, Inc. (“Defendant”) which sets forth the terms and conditions for a proposed  
9 settlement upon the terms and conditions set forth therein (Plaintiffs and Defendant shall be  
10 collectively referred to herein as the “Parties”); and

11 WHEREAS, the Court has read and considered Plaintiffs’ Motion for Preliminary  
12 Approval of Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
14 THAT:

15 1. This Order incorporates by reference the definitions in the Settlement attached as  
16 Exhibit 2 to the Declaration of Elizabeth Robles in Support of Plaintiffs’ Motion for Preliminary  
17 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
18 this Order.

19 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
21 adequate and reasonable when balanced against the probable outcome of further litigation relating  
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
26 been reached as the result of non-collusive, arms-length negotiations.

27 3. With respect to the Class and for purposes of proceeding pursuant to California  
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all  
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that  
3 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims  
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the  
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class  
6 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are  
7 qualified to serve as counsel for the Class.

8 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
9 conditionally certifies the class for settlement purposes only. The Class is defined as anyone who  
10 was employed by Defendant in California as a non-exempt or hourly-paid employee from from  
11 July 25, 2016 through April 26, 2023.

12 5. Plaintiffs Juan Carlos Mejia and Rodolfo Barillas are hereby preliminarily  
13 appointed and designated, for all purposes, as the Class Representatives and the attorneys of Aegis  
14 Law Firm, PC are hereby preliminarily appointed and designated as counsel for the Class ("Class  
15 Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all  
16 acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts  
17 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance  
18 either personally or through counsel of such individual's own choosing and at such individual's  
19 own expense. Any Class Member who does not enter an appearance or appear on his or her own  
20 will be represented by Class Counsel.

21 6. Should, for whatever reason, the Settlement not become final, the fact that the  
22 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
23 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
24 a non-settlement context.

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7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement, subject to modification at final approval, as follows:

Gross Settlement Amount	\$312,500.00
Class Representative Service Payments	\$20,000 (\$10,000 each)
Class Counsel Fees Payment	One-third of the Gross Settlement Amount, or currently, \$104,166.67
Class Counsel Litigation Expense Payment	\$50,000
Administrator Expenses Payment	\$10,000
PAGA Penalties	\$30,000 (\$22,500 of which will be paid to the California Labor and Workforce Development Agency and \$7,500 of which will be paid to Aggrieved Employees)
Net Settlement Amount	\$98,333.33

8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$50,000.00, Service Award of \$10,000.00 to each of the Named Plaintiffs, payment to the LWDA in the amount of \$22,500.00, and costs of administration not to exceed \$10,000.00, subject to final approval.

9. The Court hereby approves, as to form and content, the Class Notice, to be distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish

1 to participate in the settlement provided for by the Settlement Agreement do not need to respond to  
2 the Class Notice.

3 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
4 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
5 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
6 to \$10,000.00 as provided in the Settlement.

7 12. Any Class Member may choose to opt-out of and be excluded from the Class as  
8 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the  
9 Class will not be entitled to any recovery under the Settlement and will not be bound by the  
10 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
11 requested exclusion/opted-out shall be Participating Class Members and bound by all  
12 determinations of the Court, the Settlement, and the Final Judgment.

13 13. A Final Fairness and Approval Hearing shall be held before this Court on **March**  
14 **28, 2025 at 10:30 a.m., or \_\_\_\_\_** in Department 1 of the Superior Court  
15 for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles,  
16 CA 90012. All papers in support of final approval and related awards for fees, costs, and Plaintiffs'  
17 Service Awards must be filed and served at least 16 court days before the final approval hearing.

18 14. Any Participating Class Member must object to the Settlement by following the  
19 instructions for submitting written objections that are set forth in the Settlement Agreement and  
20 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain  
21 final authority with respect to the consideration and admissibility of any objections. Any  
22 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

23 15. The Settlement is not a concession or admission, and shall not be used against the  
24 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
25 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
26 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
27 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
28 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of

any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

18. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

**IT IS SO ORDERED.**

DATED: FFBGGDEG



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge  
Honorable Stuart M. Rice  
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over  
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my  
business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On November 21, 2024, I served the foregoing document entitled:

5 • **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY  
6 APPROVAL OF CLASS ACTION SETTLEMENT**

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true  
7 copy thereof on the party(ies) addressed below as follows:

8 Randolph A. Bain  
9 **Law Office of Randolph A. Bain**  
10 17206 Payton  
Irvine, California 92620  
P: 714.614.0291  
[rbain@rbainlaw.com](mailto:rbain@rbainlaw.com)  
[jvolpe@rbainlaw.com](mailto:jvolpe@rbainlaw.com)

11 *Attorneys for Defendant:*  
12 ADCO ROOFING, INC.

13 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing  
14 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal  
Service on that same day with postage thereon fully prepaid at Irvine, California in the  
15 ordinary course of business. I am aware that on motion of the party served, service is  
presumed invalid if postage cancellation date or postage meter date is more than one day  
16 after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R.*  
*Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

17 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business  
18 practice of Aegis Law Firm PC for collection and processing correspondence for overnight  
delivery, and I caused such document(s) described herein to be deposited for delivery to  
19 a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ.*  
*Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

20 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via  
21 electronic transmission through CaseAnywhere via the above listed email addresses on  
the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R.*  
22 *Civ. Proc.* 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to  
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on November 21, 2024, at Irvine, California.

4 *Laila Shams*

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