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7 Attorney for Plaintiffs Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco,
8 Luis Nazario, and Isaac Nazario, individually and on behalf of other individuals employed
9 under similar circumstances and facts.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN LUIS OBISPO**

12 PABLO TORRES SANTIAGO, MISAEL DE
13 LA CRUZ, ROMAN NAZARIO NOLASCO,
14 LUIS NAZARIO, AND ISAAC NAZARIO,
15 individually and on behalf of other individuals
16 employed under similar circumstances and
17 facts.

18 Plaintiffs,

19 vs.

20 QUAGLINO ROOFING, DBA QUAGLINO
21 ROOFING, JOE SOTO, an individual, and
22 DOES 1 through 20, inclusive,

23 Defendants.

CASE NO.: 24CV-0553

(Assigned to the Hon. Craig B. Van
Rooyen)

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF TORRES' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION & PAGA SETTLEMENTS**

Date: February 19, 2026

Time: 9:00AM

Dept: 2

24 The Motion for Preliminary Approval of Class Action and PAGA Settlement (the
25 "Motion") filed by Plaintiff Pablo Torres Santiago came before this Court in Department 2.
26 During the hearing, the court notified the parties of several issues concerning the preliminary
27 motion in a tentative ruling, which included the following issues:

28 **~~PROPOSED~~ ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION & PAGA SETTLEMENT**

1. Proof of submission of the Wage and Hour Settlement to the LWDA. During the hearing, plaintiff's counsel advised the Court the LWDA had been notified of the wage and hour settlement on November 13, 2025. A copy of the plaintiffs' submission of the wage and hour settlement agreement to LWDA, is attached hereto as Exhibit B.
2. Whether incentive payments for non-parties Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario should be awarded. The parties agreed that non-parties could only be paid incentive awards as parties to the litigation. An Amended Complaint adding Misael de La Cruz, Romano Nazario Nolasco, Luis Nazario, and Isacc Nazario as Plaintiffs, is attached hereto as Exhibit C.
3. Whether Defendant can still exercise the Escalator Clause. Defendant's counsel indicated that this was highly unlikely to occur.
4. Clarification of which settlement the \$4,990.00 payment to APEX (Administrator) will come from and removal of that fee from the Notice in the other settlement. Plaintiff's counsel indicated that the APEX administrator would be paid from the discrimination class fund.
5. Amendment of Class Notices to reflect any change in Class Representative payments. No changes have been made since the non-party individuals have been added to the Complaint as named plaintiffs.
6. Amendment of the descriptions of the class in the Class Notices to match settlement definitions. Amendments have been made to the attached Exhibit D Class Notices.

1 7. Amendment of the Wage and Hour Class Notice to reflect payment to LWDA.
2 Amendments have been made to the attached Exhibit D Class Notices.

3
4 The parties have resolved all the issues discussed at the preliminary motion hearing.
5 The Court, having considered the proposed Class Action & PAGA Settlement Agreements,
6 as well as all the papers filed, arguments, and affidavits, hereby makes the preliminary finding
7 that the proposed class action settlements are fair, reasonable, adequate and in the best
8 interests of the proposed classes of workers who currently or formerly were employed with
9 Defendant Quaglino Roofing. Good cause appearing therefore, the Court **GRANTS** the
10 Motion and **ORDERS** as follows:

- 13 1. The Court’s tentative order dated February 19, 2026, attached hereto as Exhibit
14 A, is deemed the final order of the Court except as provided herein.
- 15 2. This Court has jurisdiction over the subject matter of the action and over all
16 parties to the Action, including all the putative class members.
- 17 3. The Court conditionally certifies a class action of harmed employees for
18 settlement purposes under CRC § 3.769;
- 19 4. The Court grants preliminary approval of the Class Action & PAGA
20 Settlement Agreements where the parties have agreed to a Gross Settlement
21 Amount (“GSA”) of \$1,975,000.00 to resolve class-based wage and hour,
22 class-based discrimination/harassment, and an individual tort cause of action;
- 23 5. The Court appoints Plaintiff Pablo Torres Santiago, Misael De La Cruz,
24 Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario as Class
25 Representatives;
- 26 Representatives;
- 27 Representatives;

EXHIBIT A

Pablo Torres Santiago v. James A. Quaglino, Inc., et al., 24CV-0553

Hearing: Motion for Preliminary Approval of Class Action Settlement

Date: February 19, 2026

TENTATIVE RULING

Pablo Torres Santiago (Plaintiff)¹ filed this class action for discrimination, harassment, and wage and hour violations against James A. Quaglino, Inc. dba Quaglino Roofing (Defendant) on September 6, 2024. Plaintiff reports the matter has settled and moves for preliminary approval of a FEHA Discrimination Class Action Settlement Agreement (Discrimination Settlement), a Wage and Hour Class Action and PAGA Settlement Agreement (Wage and Hour Settlement), and a Confidential Tort Settlement Agreement and Release (Tort Settlement). (See, Code Civ. Proc., § 382, Cal. Rules of Court, rule 3.769.)

Specifically, Plaintiff seeks an order:

1. Conditionally certifying the proposed classes of harmed employees for settlement purposes under the California Rules of Court, Rule 3.769;
2. Granting preliminary approval of the settlement terms set forth in the Discrimination Settlement, Wage and Hour Settlement, and Tort Settlement;
3. Appointing Plaintiff Pablo Torres Sanitago as Class Representative;
4. Appointing Deason Law, PC as Class Counsel;
5. Appointing APEX as the Settlement Administrator;
6. Approving the content and distribution methods of the proposed Class Notices to members of the proposed classes of workers, and establishing the procedures and deadlines for the filing of objections and notices for opting out of the class action settlements; and
7. Scheduling a final hearing to consider whether to grant approval of the settlement agreements after all class members have been notified of their rights in this action and have had the opportunity to object to, opt out, or accept the terms of the class action settlements.
(Motion, p. 2, Ins. 1-22.)

No opposition to the motion has been filed.

I. SETTLEMENT APPROVAL PROCESS

There are three stages to the Court's settlement approval process: (1) preliminary approval of the proposed settlement at an informal hearing; (2) notice of the settlement to all affected class

¹ The moving papers indicate that Plaintiff's counsel represents "Plaintiffs" Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario, individually and on behalf of other individuals employed under similar circumstances and facts, but they were never added as parties to this action and there is no request that they be added as parties. (Motion, p. 1, Ins. 6-8; p. 8, Ins. 4-7, fn. 2.) The sole plaintiff in this action is Pablo Torres Santiago.

members; and (3) final approval after a formal hearing. The current motion is the first stage of the process.

The Court may approve settlements reached before or after certification of the class. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269.) Here, no class was certified prior to the settlement, and Plaintiff seeks class certification for purposes of the settlements. The certification issue is addressed below.

When seeking preliminary approval of a settlement, the settlement agreement and proposed notice to class members must be filed, and the proposed order must be lodged with the motion. (Cal. Rules of Court, Rule 3.769(c).) The Discrimination Settlement and the Wage and Hour Settlement documents are attached to the motion as Exhibit A and each includes a proposed class notice. The Tort Settlement is attached to the motion as Exhibit C. A proposed order was submitted to the Court.

When an action includes PAGA claims, the Court must review and approve the settlement and the proposed settlement shall be submitted to the Labor and Workforce Development Agency (LWDA) at the same time that it is submitted to the Court. (Lab. Code, § 2699, subd. (1)(2).) The Court finds no evidence that the proposed settlement of PAGA claims was submitted to the LWDA.

II. THE PROPOSED SETTLEMENTS

The terms of the Discrimination Settlement, the Wage and Hour Settlement, and the Tort Settlement must be considered individually as well as collectively. For example, paragraph 3.1 of the Discrimination Agreement states that the Gross Settlement Amount is subject to paragraph 8 below. Paragraph 8 provides a class size estimate and does not appear to have any bearing on the Gross Settlement Amount. The same is not true for the Wage and Hour Settlement which states that the Gross Settlement Amount is subject to paragraph 8 below and paragraph 8 is an Escalator Clause that allows Defendant to shorten the class period if actual work weeks are ten percent higher than estimated work weeks. This raises an issue with the Wage and Hour Settlement that does not exist in the Discrimination Settlement or Tort Settlement.²

A. Discrimination Settlement

The terms of the Discrimination Settlement provide that Defendant shall pay \$1,625,000.00. Costs to be deducted from that amount are: (1) attorneys' fees of \$650,000.00 to class counsel (40% of gross settlement); (2) not more than \$5,157.27 to class counsel for costs and expenses; (3) a Class Representative Service Payment to "Class Representatives" of not more than \$7,500 for Pablo Torres, and \$2,000 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to their Individual Class Payments; (4) an estimated \$4,990.00 to the third-

² The Court assumes that either actual work weeks were not ten percent higher than estimated work weeks or Defendant made the election and confirmed the class period for the Wage and Hour Settlement prior to moving for preliminary approval, as stated in paragraph 8, but the parties should be prepared to confirm this at the hearing.

party settlement administrator. (Discrimination Settlement, § 3.2.) The estimated Net Settlement Amount is therefore \$949,352.73. (Declaration of Dax B. Deason (Deason Decl.) ¶34.)

The estimated average payment to each member of the proposed Discrimination Settlement class is \$24,982.97. (*Id.*) Class members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (Discrimination Settlement § 3.1.)

B. Wage and Hour Settlement

The terms of the Wage and Hour Settlement provide that Defendant shall pay \$225,000.00. Costs to be deducted from that amount are: (1) attorneys' fees of \$90,000.00 to class counsel (40% of gross settlement); (2) not more than \$5,157.27 to class counsel for costs and expenses; (3) a Class Representative Service Payment to "Class Representatives" of not more than \$2,500 for Pablo Torres, and \$500 each for Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as Participating Class Member; (4) an estimated \$4,990.00 to the third-party settlement administrator;³ and (5) \$25,000.00 in PAGA Penalties which will be allocated 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to the individual PAGA class members. (Wage and Hour Settlement, § 3.2.) The estimated Net Settlement Amount is therefore \$109,092.73. (Deason Decl. ¶ 35.)

The estimated average payment to each member of this proposed Wage and Hour Settlement class is \$1,581.05. (*Id.*) Class members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (Wage and Hour Settlement § 3.1.)

C. Tort Settlement

The Tort Settlement provides that Defendant will pay \$125,000.00 to Plaintiff for his tort claims and as compensation for his physical injuries and emotional distress arising from those injuries. (Motion, Exh. C.)

III. INCENTIVE AWARDS FOR CLASS REPRESENTATIVES

In *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380 (*Cellphone*), the appellate court summarized the rationale and authority for approving incentive awards for class representatives as follows:

While there has been scholarly debate about the propriety of individual awards to named plaintiffs, "[i]ncentive awards are fairly typical in class action cases." (*Rodriguez v. West Publishing Corp.* (9th Cir.2009) 563 F.3d 948, 958 (*Rodriguez*),

³ The Wage and Hour Settlement provides, "[t]o the extent that the Administrator's cost [sic] of \$4,990.00 are approved in this case and companion FEHA Discrimination Class Settlement, the parties direct the APEX administrator to withdraw its fees from the FEHA Discrimination Class Settlement Fund." (Wage and Hour Settlement, § 3.2.3.) It is unclear from the word "withdraw" whether the Administrator's fees will come from the Discrimination Settlement or the Wage and Hour Settlement.

citing 4 Newberg on Class Actions (4th ed. 2002) § 11:38, p. 81; Eisenberg & Miller, Incentive Awards to Class Action Plaintiffs: An Empirical Study (2006) 53 UCLA L.Rev. 1303.) These awards “are discretionary, [citation], and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” (*Rodriguez*, at pp. 958–958.)

There is a surprising dearth of California authority directly addressing this question. The threshold question of whether a class representative is entitled to a fee in a California class action was recently answered in the affirmative in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 96 Cal.Rptr.3d 441 (*Clark*). (See also *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726, 9 Cal.Rptr.3d 544 [affirming without discussion an order for “‘service payments’ to the five named plaintiffs compensating them for their efforts in bringing the action”]; Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2009) ¶ 14:146.10, p. 14–88.) “‘Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers’ nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable.’” (*Clark*, at p. 804, 96 Cal.Rptr.3d 441, fn. omitted, citing *Matter of Continental Illinois Securities Litigation* (7th Cir.1992) 962 F.2d 566, 571 (*Continental Illinois*)). *Clark* involved allegations of unpaid wages and overtime, failure to provide meal and rest periods, and other labor violations. (*Id.* at p. 789, 96 Cal.Rptr.3d 441.) ...

...

“[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. [Citation.]” (*Van Vranken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 299.) These “incentive awards” to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit. (See *Dornberger v. Metropolitan Life Ins. Co.* (S.D.N.Y.2001) 203 F.R.D. 118, 124–125.)

The court here received evidence that each of the class representatives actively participated in the litigation and worked with class counsel to assist in the prosecution of the litigation. White “produced documents, answered interrogatories and submitted to a deposition. [S]he testified at trial as a witness for plaintiffs. She also traveled across the country from her home in Portland, Oregon to testify at the June 12, 2008 hearing” before the FCC regarding ETF’s. Schroer, a claimant in the

Brown arbitration, “produced documents, answered interrogatories, submitted to a deposition and participated in conferences with counsel to prepare for trial and to discuss trial strategy for the Brown matter.” Schroer also “personally attended three days of evidentiary hearings in the Brown matter, flew across the country from his home in New York to testify at trial in California as a witness for plaintiffs in the White action, and traveled to Washington, D.C. to testify before the FCC at the June 12, 2008 public hearing regarding ... ETF’s.” Brown, also a claimant in the Brown arbitration, “produced documents, answered interrogatories and traveled from Florida to New York City to give deposition testimony in the Brown matter. Brown also participated in conferences with counsel to prepare for trial and to discuss trial strategy for the Brown matter.” Nguyen “produced documents, answered interrogatories and gave deposition testimony.” Counsel noted that Nguyen’s willingness to participate in a deposition was “significant because she cleans houses for a living.”

(*Cellphone*, 186 Cal.App.4th at 1393–95.)

Plaintiff cites no authority that allows approval of incentive award payments to non-parties. Further, the only evidence of contributions to the lawsuit by Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario and Isaac Nazario are that they were interviewed by counsel on March 18, 2025, they retained class counsel, they assisted counsel, and three of them attended the mediation.⁴ (Deason, Decl., ¶¶ 28, 32.)

The class action was filed on September 6, 2024. The parties entered into the settlements on or about April 30, 2025, only a month and a half after the non-party representatives retained class counsel. The evidence is not sufficient to support incentive awards to the non-party representatives.

IV. ASCERTAINABLE CLASS

Under California law, the basic requirements to sustain a class action are an ascertainable class, a well-defined community of interest in the questions of law and fact involved, and substantial benefits from certification that render proceeding as a class superior to the alternatives. (Code Civ. Proc. § 382; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

The Discrimination Settlement defines the “Class” and its members as “the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were [sic] worked with Defendants, including Joe Soto during the Class Period.” (Discrimination Settlement § 1.4.) “Class Period” is defined as “the period from September 6, 2021, until April 30, 2025.” (Discrimination Settlement § 1.11.) The members are roofing workers of Mexican national origin or Latino descent who were employed during the Class Period and were frequently harassed and victimized by Joe Soto’s misconduct. (Deason Decl., ¶ 34.)

⁴ Class Counsel does not specify which of its four new clients did not attend the mediation.

The Wage and Hour Settlement defines the “Class” and its members as “all individuals who worked for Defendants in California as hourly, non-exempt employees in field position (e.g. roofer or similar general labor) at any time during the Class Period.” (Wage and Hour Settlement § 1.5.) “Class Period” is defined as “the period from September 6, 2020, until April 30, 2025.” (Wage and Hour Settlement § 1.12.)

Additionally, the Wage and Hour Settlement defines “PAGA Pay Period” as any Pay Period during which an Aggrieved Employee worked for Defendants for at least two days during the PAGA Period. (Wage and Hour Settlement § 1.29.) “PAGA Period” is defined as “the period from September 16, 2023, through April 30, 2025.” (Wage and Hour Settlement § 1.30.)

Plaintiff reports that there are approximately 38 members in the Discrimination Settlement Class and there are approximately 69 members in the Wage and Hour Settlement Class which includes the PAGA subclass. (Deason Decl., ¶¶ 34, 35.)

The Court finds the proposed classes are ascertainable and satisfy the numerosity requirement, that the action raises common discriminatory treatment for Discrimination Settlement Class Members and common wage and hour questions for Wage and Hour Settlement Class Members. The Court finds that Plaintiff is an adequate representative of the class. (Deason Decl. ¶¶ 7-11.) The Court therefore conditionally certifies the proposed classes.

V. REASONABLENESS OF SETTLEMENT

The purpose of preliminarily evaluating class action settlements is to determine whether the proposed settlement is within the “range of reasonableness” for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (Cabraser, Cal. Class Actions and Coordinated Proceedings (2d ed. 2020) ¶ 14.02.) A presumption of fairness applies if there has been arm’s length bargaining, investigation has been sufficient to allow counsel and the court to act intelligently, class counsel is experienced in similar litigation, and the percentage of class members who object to the settlement is small. (*Ibid.*)

“[P]re-certification settlements are routinely approved if found to be fair and reasonable.” (*Wershba v. Apple Computer, Inc., supra*, 91 Cal. App. 4th at p. 240.)

Plaintiff’s counsel reports that the parties attended a full day mediation with private mediator Abe Melamed on April 30, 2025, at which the parties engaged in intensive settlement discussions. (Deason Decl. ¶¶ 29, 30.) After mediating for thirteen hours the parties agreed to a gross settlement amount of \$1,975,000.00. (Deason Decl. ¶ 32.) The settlement negotiations were at arm’s length and adversarial. (Deason Decl., ¶ 32.)

Prior to mediation Plaintiff’s counsel interviewed several putative class members who were employed or had worked at Defendant Quaglino Roofing as to Joe Soto’s misconduct, the hostile work environment faced by Mexican roofers, and the nature and frequency of the alleged day-to-day wage violations. (Deason Decl., ¶¶ 7-9, 11-14).

Prior to mediation Defendant provided Plaintiff's Counsel with extensive informal discovery including an employee roster, personnel records, paychecks, timecards, and certified payroll records for Plaintiff Torres and other putative class members, as well as subcontractor contracts relating to prevailing wage projects. (Deason Decl., ¶ 22.) Plaintiff's Counsel engaged in extensive analysis and document review of personnel documents, payroll, and timecards for the putative class members. Plaintiff's counsel concluded Defendant had a uniform policy of not properly recording and paying for all employee work time, not providing meal and rest breaks, not paying for travel time, and not accurately documenting pay statements. (Deason Decl., ¶ 24.)

Plaintiff's attorneys have shown that they are experienced with this type of litigation. (Deason Decl., ¶¶ 3, 4; Declaration of Anthony Peter Raimondo, ¶¶ 3, 4, 5 (misnumbered as 4.) Plaintiff's counsel (Dax B. Deason) has provided a declaration showing he investigated and researched the claims in controversy, related documents and evidence, and the asserted defenses. He estimated Defendant's potential exposure for the Wage and Hour claims at approximately \$1,840,275.82. (Deason Decl., ¶ 25.) He estimated Defendant's potential exposure for the Discrimination claims at approximately \$3,000,000.00, based on employee weeks worked with Joe Soto. (Deason Decl., ¶ 27.)

Plaintiff's attorney concludes "the Class Action Settlement Agreements are fair, reasonable, and adequate, and in the best interests of the class of affected workers. While the workers in this case could likely obtain larger verdict by going to trial, the \$1,975,000.00 settlement is an excellent recovery that will provide significant compensation to the affected workers. (Deason Decl., ¶ 38.)

The amount of the Discrimination Settlement appears to be approximately 54% of Defendant's estimated liability, and the amount of the Wage and Hour Settlement appears to be approximately 12% of Defendant's estimated liability.

It appears the overall settlement favors the Discrimination Class over the Wage and Hour Class. "There is, however, no legal requirement that all members of the class must participate equally in any settlement. While intraclass disparities may be a signal of unfairness, the inference is rebuttable by a showing that differences in treatment 'are rationally based on legitimate considerations.'" (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1162–63 [citation omitted].) Where the distinction between classes is that one class can only be compensated by money while the other can be compensated by other means there is a rational basis for a disparity in settlement amounts. (*Id.* at 796.)

Here, Plaintiff presents evidence that the 38 members of the Discrimination Class were subjected to significant discrimination, harassment, and even assault at the hands of Defendant's former supervisor Joe Soto. (Deason Decl., ¶¶ 12, 13.) Plaintiff presents evidence that in addition to monetary payments Wage and Hour Class members working for Defendant will receive the benefit of Defendant's agreement to "take all steps to ensure the company is in compliance with all mandatory training programs, wage laws, pay statement rules, and other areas of compliance that were alleged to be deficient in the operative complaint." (Motion, Exh. C (Memorandum of Understanding), § 20.) Consistent with the agreement Defendant has implemented an electronic timekeeping system which accurately compensates workers, has updated its Employee Handbook,

held meetings with its employees to remind them about meal and break policies, safety rules, and how to report complaints to management, and is ensuring that all prevailing wage fringe payments are being properly allocated to employee pension and welfare benefit programs. (Deason Decl., ¶ 37.)

Having reviewed the claims at issue, Plaintiff's arguments in the memorandum of points and authorities, and the evidence submitted in support of the motion, the Court finds, for purposes of this preliminary approval, that the proposed settlements are fair and reasonable.

VI. NOTICE

If the court has certified the litigation as a class action, notice must be given to the class members and must contain "an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, rule 3.769(f).)

Pursuant to California Rules of Court, rule 3.766(d), if class members are to be given the right to request exclusion from the class, the notice must include the following:

- (1) A brief explanation of the case, including the basic contentions or denials of the parties;
- (2) A statement that the court will exclude the member from the class if the member so requests by a specified date;
- (3) A procedure for the member to follow in requesting exclusion from the class;
- (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and
- (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Here, the proposed notices misstate the title of the case as "Pablo Torres Santiago et al." when Pablo Torres Santiago is the sole plaintiff in this action. As explained above, Plaintiff has not amended the complaint to add new plaintiffs and the motion for preliminary approval lacks evidence showing a basis for awarding incentive payments to the four employees who retained Plaintiff's counsel shortly before mediation.

The proposed Discrimination Settlement Notice states that the class encompasses roofers who "**believe** they were victims of discrimination by Quaglino Roofing's former supervisor Joe Soto." (Discrimination Settlement Notice, p. 29, lns. 7-13 [emphasis added].) This does not match the definition of the class in the Discrimination Settlement which states "the 38 individuals identified by Defendants in California as hourly, non-exempt roofers who were [sic] worked with Defendants, including Joe Soto during the Class Period."

The Wage and Hour Settlement Notice states that the class encompasses employees who “**believe** they were not properly paid their wages and compensation.” (Wage and Hour Settlement Notice, p. 33, Ins. 11-17.) This does not match the definition of the class in the Wage and Hour Settlement which states “all individuals who worked for Defendants in California as hourly, non-exempt employees in field position (e.g. roofer or similar general labor) at any time during the Class Period.”

Plaintiff should be prepared to discuss these discrepancies at the hearing and whether a class can be ascertained by the beliefs of its members.

The Wage and Hour Settlement Notice does not list the payment to the LWDA as a deduction from the Gross Settlement Amount. Further, its discussion of how members’ payments will be calculated is unclear since the two separate class periods significantly overlap, i.e., Wage and Hour Class Period is September 6, 2020, to April 30, 2025, and PAGA Class Period is September 16, 2023 to April 30, 2025. Do members of the class and subclass get two separate settlement payments for work weeks between September 16, 2023, and April 30, 2025? Plaintiff should be prepared to discuss this issue at the hearing.

The notices provide a background of the litigation and claims and inform the recipients of the settlement and their respective rights. Except for the issue of payments to class representatives, the proposed notices set forth a breakdown of the settlement amounts, including the total gross settlement amounts, and the maximum amounts of the proposed deductions (i.e., attorneys’ fees; class counsel’s costs; settlement administrator’s costs; representative plaintiff payment; and PAGA penalties). Except as discussed above, the proposed notices set forth how each class member’s payment will be calculated and explain how class members can opt out of or object to the settlement.

VII. CONCLUSION

Subject to resolution of the matters stated below to the satisfaction of the Court, the Court finds that Plaintiff has satisfied the procedural requirements for preliminary approval of a class action settlement, and the settlement amounts appear fair and reasonable at this stage. Matters to be clarified are as follows:

1. Proof of submission of the Wage and Hour Settlement to the LWDA;
2. Whether incentive payments for non-parties Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario should be awarded;
3. Whether Defendant can still exercise the Escalator Clause;
4. Clarification of which settlement the \$4,990.00 payment to APEX (Administrator) will come from and removal of that fee from the Notice in the other settlement;
5. Amendment of Class Notices to reflect any change in Class Representative payments;
6. Amendment of the descriptions of the class in the Class Notices to match settlement definitions;
7. Amendment of the Wage and Hour Class Notice to reflect payment to LWDA.

Upon resolution of these matters the Court intends to grant preliminary approval of the settlement; appointment of Plaintiff as the class representative; appointment of Deason Law, PC as class counsel; appointment of APEX as the third-party settlement administrator; and approval of the proposed method and form of the notices. The Court also intends to conditionally certify the classes as defined in the parties' settlement agreements. The Court shall set a date for the final approval hearing upon entering an order granting preliminary approval.

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1050802-24
Plaintiff for PAGA Case: Pablo Torres Santiago
Filer/Attorney for PAGA Case: Dax Deason
Law Firm for PAGA Plaintiff: Deason Law, PC
Employer: James A. Quaglino Inc. dba Quaglino Roofing
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Luis Obispo County Superior Court
PAGA Court Case Number: 24CV-0553
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with PAGA Notice on 09/16/2024 02:26:37 PM	Santa Maria PD Case Report.pdf	09/16/2024 02:27 PM	PAGA Notice
Additional Document Submitted with Proposed Settlement on 11/13/2025 12:52:50 PM by Dax Deason	Declaration of Dax Deason iso Motion for Preliminary Approval (Filed).pdf	11/13/2025 12:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 11/13/2025 12:52:50 PM by Dax Deason	Declaration of Anthony Raimondo iso Motion for Preliminary Approval (Filed).pdf	11/13/2025 12:53 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 11/13/2025 12:52:50 PM by Dax Deason	Proposed Order Granting Plaintiffs Motion for Preliminary Approval (Filed).pdf	11/13/2025 12:53 PM	Proposed Settlement
Court Complaint Submitted on 05/01/2025 03:28:25 PM by Dax Deason	Civil Complaint for Damages (Filed).pdf	05/01/2025 03:28 PM	Court Complaint
PAGA Notice Submitted on 09/16/2024 02:26:37 PM by Dax Deason	PAGA Claim Notification Letter (signed).pdf	09/16/2024 02:27 PM	PAGA Notice
Proposed Settlement Submitted on 11/13/2025 12:52:50 PM by Dax Deason	Notice of Unopposed Motion for Preliminary Approval; Memorandum of Points and Authorities (Filed).pdf	11/13/2025 12:52 PM	Proposed Settlement

EXHIBIT C

1 Dax B. Deason (SBN: 337501)
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5 Phone: (713) 975-7301
6 Fax: (832) 201-0663
7 ddeason@deason-law.com

8 Attorney for Plaintiffs, Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis
9 Nazario, and Isaac Nazario, individually and on behalf of other individuals employed under similar
10 circumstances or facts.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF SAN LUIS OBISPO

13 PABLO TORRES SANTIAGO, MISAEL
14 DE LA CRUZ, ROMAN NAZARIO
15 NOLASCO, LUIS NAZARIO, & ISAAC
16 NAZARIO, individually and on behalf of
17 other individuals employed under common
18 circumstances and facts.

19 Plaintiffs,

20 vs.

21 JAMES A. QUAGLINO, INC., DBA
22 QUAGLINO ROOFING, JOE SOTO, an
23 individual, and DOES 1 through 20,
24 inclusive,

25 Defendants.

CASE NO.: 24CV-0553

CLASS ACTION

AMENDED CIVIL COMPLAINT FOR DAMAGES, INCLUDING CLASS CLAIMS, TORT DAMAGES AND DISCRIMINATION

1. Discrimination and Harassment based on National Origin, Race, and Color in Violation of California FEHA (Government Code § 12940-12954)
2. Failure to Prevent Discrimination, Harassment & Retaliation in Violation of California FEHA (Government Code § 12940(k);
3. Retaliation for Engaging in Protected Activity
4. Civil Assault and Battery, Violation of Ralph Act at Cal. Civ. Code § 51.7 and 52 and Cal. Lab. Code § 1102.5(a).
5. Negligent Hiring, Supervision, and Retention.
6. Intentional Infliction of Emotional Distress
7. Failure to Provide Meal and Rest Periods (Cal. Lab. Code §§ 226.7, 512, IWC)
8. Failure to Provide Reporting Time Pay

9. Failure to Pay and Comply with Prevailing Wage Laws for Public Construction Projects (Cal. Lab. Code §§ 1194.2, 1771, 1773.1, 1774).
10. Failure to Provide Overtime Wages (Cal. Lab. Code §§ 510, 1194)
11. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226)
12. Waiting Time Penalties for Nonpayment of Wages (Cal. Lab. Code §§ 201, 202, and 203)
13. Unfair Business Practices (Business Code §§ 17200 et. seq.)

JURY TRIAL DEMANDED

I. NATURE OF THE ACTION

1. This is an action under the laws of California to correct unlawful employment practices and provide appropriate relief to Plaintiffs Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, & Isaac Nazario and a putative class of similarly situated roofing employees who suffered discrimination and harassment at the hands of a company supervisor who got high on the job, yelled and verbally abused Mexican workers, humiliated them, called them racial slurs, threatened them, engaged in retaliation and even beat them up. This action also seeks class treatment on behalf of all the Defendants’ roofing workforce to correct Defendants’ failure to pay for all hours worked and other wage and hour violations that have been ongoing for years. Lastly, because a company supervisor assaulted and battered Mr. Torres, he seeks damages as a victim of a hate crime for personal injuries, assault and battery, negligent retention of a supervisor, and the related emotional and physical damages he has sustained.

II. PARTIES

2. Plaintiffs Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, & Isaac Nazario, (“Plaintiff”, “Plaintiffs”, or “Mr. Torres”) are residents of San Luis

1 Obispo County, California and current or former employees of Defendant James A. Quaglino, Inc.
2 (doing business as Quaglino Roofing). Mr. Torres has been so employed at since January 27, 2022.
3 He has personal knowledge of the company's practices of condoning and ratifying discrimination
4 against Latino Mexican roofing workers and its propensity to violate wage and hour laws. Mr. Torres
5 was also recently a victim of a hate crime when he was assaulted and battered by one of Quaglino
6 Roofing's supervisors.

7 3. Plaintiffs seek to represent a putative class of current and former non-exempt roofers
8 who are currently and previously employed by Defendant James A. Quaglino (doing business as
9 Quaglino Roofing). These roofers and Plaintiffs performed the same occupation for Defendant
10 Quaglino Roofing under the same terms and conditions of employment, and Plaintiffs and the
11 putative experienced unlawful employment practices arising out of common facts, circumstances,
12 and applicable law.

13 4. Defendant James A. Quaglino, Inc. has been doing business as Quaglino Roofing on
14 the Central Coast since 1922. The company's corporate office is located at 815 Fiero Ln, San Luis
15 Obispo, CA 9340. Quaglino Roofing is also affiliated with numerous other Quaglino family
16 businesses that are based in San Luis Obispo, California and may have common managerial control
17 over the roofing business. The company concentrates most of its services on statewide commercial
18 roofing projects with customers that include the State of California and its various counties, cities,
19 universities, school districts, utility companies, airports, and private property owners. At all relevant
20 times mentioned, Quaglino Roofing functioned as the employer of Plaintiffs and all putative class
21 members within the meaning of all applicable state laws and statutes. The company employs well
22 over the minimum of five employees to be subject to discriminatory actions in California.
23 Defendant's agent is James A. Quaglino, Inc. and may be served with process at 815 Fiero Lane,
24 San Luis Obispo, CA 93401.

25 5. Defendant Joe Soto, whose domicile is unknown, is an individual who was
26 previously employed as a supervisor at Quaglino Roofing. During the relevant statutory period,
27 Defendant Soto discriminated, harassed, retaliated against, and even violently battered Mexican
28

1 jurisdiction for enforcement of this statute in any court of competent authority.

2 9. Venue in San Luis Obispo County is proper under Code of Civil Procedure §§ 395(a)
3 and 395.5 and under Business & Professions Code § 17203 because Defendant Quaglino Roofing
4 and Defendant Soto have conducted substantial business in this County, Defendants’ unlawful
5 conduct occurred in part in this County, and Defendants’ liability arose in part in this County.
6 Moreover, Quaglino Roofing’s corporate office is in San Luis Obispo County.

7 10. Damages in this matter exceed and are greater than \$35,000 thereby subject to the
8 San Luis Obispo County Superior Court’s unlimited jurisdiction.

9 **IV. ADMINISTRATIVE REMEDIES**

10 11. On or about July 16, 2024, pursuant to Government Code §§ 12900, et seq., Plaintiff
11 Torres timely filed charges of discrimination before the California Civil Rights Department
12 (“CRD”) which alleged race, color and national origin discrimination, harassment, and retaliation.
13 On or about July 16, 2024, the CRD issued Plaintiff a Notice of Right-to-Sue, informing Plaintiff
14 that he had exhausted all administrative remedies and could proceed with a private civil action. A
15 copy of the Notice is attached hereto as Exhibit “A.”

16 12. Plaintiff Torres also filed an administrative claim with the Labor and Workforce
17 Development Agency (“LWDA”) arising under the Private Attorney General Act, California Labor
18 Code §§ 2699, et seq., (“PAGA”). At the conclusion of the PAGA administrative process, Plaintiff
19 Torres will seek to amend this lawsuit to include PAGA claims should the LWDA be unable to
20 resolve the administrative claims, or if Plaintiff Torres disagrees with any resolution between
21 LWDA and Defendant Quaglino Roofing.

22 **V. FACTUAL ALLEGATIONS**

23 13. Plaintiff Torres began his employment at Quaglino Roofing on January 27, 2022,
24 and continues to be employed to the present day. He is employed in the non-exempt position of
25 roofer. Before his current employment period began on January 27, 2022, Plaintiff had also worked
26 for Defendant Quaglino Roofing previously for many years in the past. He is intimately familiar
27 with his employer’s operations. The other plaintiffs, Misael De La Cruz, Roman Nazario Nolasco,

1 Luis Nazario, and Isaac Nazario, have also been employed at various intervals with the Defendants.

2 14. Defendant Quaglino Roofing employs well over thirty roofing employees at any
3 given time and has employed dozens of other former roofers over the past four years. Most of the
4 roofers are of Latino descent and originate from Mexico. These roofers have limited education, do
5 not read, and write English or speak English well, are unfamiliar with the California legal system,
6 rely heavily upon their wages to meet basic living needs and are generally a vulnerable population
7 that can be easily exploited by a bad actor.

8 15. Roofers typically begin their work schedule at 7:00AM and end at 3:30PM, which is
9 subject to variations that may require earlier start times or later ending times in a workday. Plaintiffs
10 and other roofers also worked in some weeks more than eight hours in a workday and more than
11 forty (40) hours in a workweek. Roofers report to the company's corporate office at 815 Fiero Ln,
12 San Luis Obispo, CA 93401 to receive their daily assignments from Quaglino Roofing management
13 for roofing projects throughout San Luis Obispo County, Santa Barbara County, and other worksites
14 in California.

15 16. Plaintiffs and the putative class of employee roofers are protected by California state
16 labor laws, including Industrial Welfare Commission Order No. 16, which regulates the wages,
17 hours and working conditions in the Construction, Drilling, Logging and Mining Industries
18 (collectively "Wage Order 16").

19 17. Defendant Quaglino Roofing supervisors do not keep contemporaneous time records
20 of when employees start work, stop work, and take their meal periods. Quaglino Roofing supervisors
21 document employee work hours at the end of the day or on subsequent days in a company logbook.
22 Typically, supervisors just enter the general work schedules for the day without any reference to the
23 actual time when shifts began and ended, or when lunch began and ended, resulting in unpaid time
24 for actual hours worked.

25 18. Sometimes, Plaintiffs and their coworkers report to work only to find out that they
26 are not being assigned a project for the day. On these occasions, there has been no effort by
27 Defendants to contact employees of the circumstances, or of the fact that there would be no work

1 assignments for the day. On these occasions, roofers were not paid 4 hours of reporting time pay in
2 accordance with Industrial Welfare Commission Order No. 16 and related labor laws.

3 19. Defendant Quaglino Roofing continuously employed Defendant Soto in a
4 supervisory position, despite complaints about his racist and abusive conduct and the risk that this
5 supervisor posed to the organization and its employees. Defendant Quaglino Roofing ratified
6 Defendant Soto's abuse of employees by retaining him as a supervisor, despite the company's
7 knowledge of Soto's pattern and practice of discrimination and harassment against employees of
8 Latino race and Mexican national origin over many years. Defendant Soto frequently discriminated
9 against and harassed Mr. Torres and other similarly situated Latino and Mexican employees who
10 were vulnerable and not likely to protest by: yelling at them, calling them "burros," "stupid",
11 "wetbacks," "cocho" (derogatory word for female genitalia) and other derogatory and racist names,
12 ridiculing employees' lack of English speaking skills, engaging in intimidation and threatening
13 workers with physical harm, hovering around workers, taking his shirt off and flexing muscles,
14 firing workers without cause, playing jokes on workers, pushing workers around, threatening
15 workers with deportation, and even by assault and battery. This conduct created a hostile and
16 discriminatory work environment that caused workers humiliation, anger, emotional stress, pressure
17 to work fast and fear of losing their jobs.

18 20. Defendant Soto was known to get high on the job daily by smoking marijuana vaping
19 devices, thus posing a safety risk to himself and crews who were working on roofing projects. The
20 roofing projects are already dangerous, but an intoxicated supervisor made the circumstances worse
21 for the employees who had to work under the supervision of Defendant Soto. Defendant Soto would
22 have employees climb the roof without safety helmets or harnesses to save time.

23 21. Quaglino Roofing managers who also supervised work crews did not want to work
24 with Defendant Soto. It was well known amongst employees and management of the company that
25 Defendant Soto was creating a harmful work environment and was intoxicated at work, leading to
26 the employees being hesitant to work under his supervision.

27 22. As a vulnerable population, roofers were afraid to complain about Defendant Soto
28 since they feared retaliation, physical harm, and job loss. When employees gathered the courage to

1 speak up, they would be scolded or yelled at by Defendant Soto, and the discriminatory behavior
2 would worsen in retaliation for their complaints. Plaintiff Torres complained about Defendant Soto
3 to Quaglino Roofing manager Evan Kimball in the summer of 2023 about the discrimination that
4 he and his coworkers felt regarding Defendant Soto. The Company failed to conduct even a
5 rudimentary investigation and failed to take any steps to prevent further racial discrimination or
6 harassment. Another roofer who had recently arrived to the United States also complained about
7 Defendant Soto to Quaglino Roofing management, but no action was taken and Defendant Soto
8 continued to treat this employee badly to the point that the worker was left with no choice but to
9 quit. When complaints were presented to Defendant Quaglino Roofing managers, workers were
10 just told to ignore Defendant Soto.

11 23. Defendant Quaglino Roofing and its ownership supported Defendant Soto and
12 ratified his conduct and protected him for years because of the advantages his supervisory style and
13 basic Spanish language abilities brought to the company.

14 24. Mr. Soto continued his discriminatory treatment of Latino and Mexican roofing
15 workers for many years, which on several occasions resulted in physical violence towards Mexican
16 roofers. Upon information and belief, Defendant Soto had previously assaulted and battered other
17 roofers. This made employees nervous, fearful, and with no choice other than to obey all of
18 Defendant Soto's commands, even when they were unreasonable or unlawful.

19 25. A review of employment records provided by Defendant Quaglino Roofing in regard
20 to Plaintiff Torres reveals that no anti-harassment training was ever conducted with roofing
21 employees. Plaintiff Torres presumes that Defendant Quaglino Roofing never conducted anti-
22 harassment training with its management and supervisory staff, and did not have a policy for how
23 employees could file or address workplace grievances.

24 26. Mr. Torres and the putative class of Mexican roofing workers suffered emotionally
25 from the constant and frequent discrimination and harassment that they endured at work under the
26 supervision of Defendant Soto. One worker would go home at night and cry because of the
27 humiliation of being yelled at, called stupid and because he was unable to respond to his supervisor
28 for fear of losing his job. Other workers preferred to call off work or quit than be assigned to work

1 with Defendant Soto. Other workers were just fired by Defendant Soto for no reason.

2 27. Based on information and belief, Defendant Soto engaged in a pattern and practice
3 of violating Mexican workers' labor rights, which included frequently delaying their meal periods,
4 not providing timely rest periods, not providing any rest periods, and other similar violations.

5 28. Based on information and belief, Defendants have failed to provide Plaintiffs with a
6 full and/or timely 30-minute meal period for each workday exceeding 5 hours. Defendant Quaglino
7 Roofing supervisors would document or log the same work schedule each day without regard to the
8 actual time lunch breaks were given. Defendant Soto frequently delayed meal periods causing
9 Plaintiffs and the putative class to work for more than five hours without a duty-free meal period.
10 When roofing workers missed their proper meal periods, they were and still have not been provided
11 with additional wages as required by California Labor Code § 512 and Wage Order 16.

12 29. Based on information and belief, Defendants have failed to provide Plaintiffs and
13 other roofing workers rest periods based on the total hours worked daily at the rate of ten (10)
14 minutes net rest time per four (4) hours or major fraction thereof. Defendant Quaglino Roofing
15 would provide roofers with a morning break, but well after the middle of the work period. Defendant
16 Quaglino Roofing denied workers their afternoon paid rest break entirely. When roofing workers
17 missed their proper rest periods, they were not provided with additional compensation pursuant to
18 Labor Code § 226.7 and Wage Order 16.

19 30. Throughout Plaintiffs and their fellow roofing workers' tenure with Defendants,
20 Defendants have failed to maintain or furnish time records reflecting the true hours that were worked
21 by roofing employees and have otherwise failed to keep and provide required employment records
22 in violation of California Labor Code and Regulations.

23 31. Defendant Quaglino Roofing, an active California registered contractor who is
24 frequently awarded bids, frequently assigns roofers to work on commercial, residential, and public
25 roofing projects. Many of the Quaglino Roofing projects are commissioned by public state entities,
26 counties, and school districts. Not only were the payroll and time records inaccurate on such
27 projects, roofers believe that their pay rates did not adjust to reflect the mandated prevailing wages

1 associated with these public works. A review of Mr. Torres' timecards and payroll records in 2023
2 reveal that he only earned \$49.29 for the entire year in prevailing wages despite his identification of
3 many hours of public project works on his timecards. Upon information and belief, all other roofers
4 were treated in the same manner and not paid the appropriate prevailing wages for public projects.

5 32. Upon information and belief, Defendant Quaglino Roofing failed to adequately
6 record and certify timecards and payroll records for public works projects in accordance with state
7 laws, which are designed to level the playing field and force all contractors who bid on public works
8 projects to pay the same prevailing wage rates.

9 33. Upon information and belief, Defendant Quaglino Roofing failed to properly pay
10 roofing employees the correct value of wages upon their termination of employment due to the
11 company's violation of compensation laws, meal and rest periods, and other labor violations.

12 34. On May 31, 2024, after employees had protested about not getting a timely lunch
13 break from Defendant Soto, Plaintiff Torres and the rest of the crew in a concerted fashion decided
14 to take their lunch against their supervisor's wishes. This upset Defendant Soto because the workers
15 ignored his instructions to keep working.

16 35. Upon return from lunch, Defendant Soto informed Plaintiffs Torres and Luis Nazario
17 that they were fired and needed to leave the worksite. Defendant Soto, angry and high on marijuana,
18 punched Plaintiff Torres in the face and knocked him down to the roof floor. Plaintiff Torres was
19 lucky he did not get punched off the building. Defendant Soto began to kick Plaintiff Torres, but the
20 other workers fortunately intervened. The assault and battery was witnessed by many roofers
21 working side by side with Plaintiff Torres.

22 36. The day of the assault and battery provides a good example of how the company's
23 timekeeping processes do not capture all of each employee's work time. For example, Plaintiff
24 Torres was battered at around 1:40 PM after returning from a late lunch. After the incident, Plaintiff
25 Torres and other workers drove from Santa Maria California to San Luis Obispo California to meet
26 with Quaglino Roofing management and shareholders. Although workers took a late lunch well
27 past the 12:00 mandatory time, the timecards show that all workers took lunch at 12:00PM. Despite
28

1 dealing with being punched on the top of a commercial roof project in Santa Maria, then having to
2 come down, get into a car, drive to San Luis Obispo and have an extended meeting with company
3 management, the timecards show Plaintiff Torres stopped working at 2:00PM, just 20 minutes after
4 he was battered by Defendant Soto. Clearly, Mr. Torres was not fully compensated for his work and
5 time on the day he was punched by Defendant Soto.

6 37. Plaintiff Torres informed company management at the Santa Maria worksite and
7 again at the San Luis Obispo corporate office that he wanted to call the police, but various managers
8 dissuaded him from doing so, including company shareholders. Mr. Torres did not receive any
9 medical care, nor was he sent to any type of workers' compensation clinic for evaluation. He was
10 told to calm down and let things be. Management for Quaglino Roofing wanted to oversee the issue
11 internally because the company knew that it should have done something about Defendant Soto long
12 before.

13 38. Plaintiff Torres filed a police report with the Santa Maria police department. A copy
14 of the report is attached hereto as Exhibit "B."

15 39. After the battery incident on May 31, 2024, Quaglino Roofing finally did the right
16 thing by terminating Defendant Soto. However, the damage done by his discriminatory treatment
17 and harassment of Latino Mexican roofers and the company's unlawful compensation practices
18 remains.

19 VI. PROPOSED CLASS CLAIMS

20 40. Plaintiffs reallege and incorporates by reference the above paragraphs, as though
21 fully set forth herein. Plaintiffs seeks to bring forth this civil action as a class action pursuant to Cal.
22 Code Civ. Proc. Code § 382 on behalf of two groups of employees who may be referenced below
23 as the Discrimination Class and the Wage and Hour Class. Cal. Code Civ. Proc., § 382 authorizes
24 class actions when the question is one of a common or general interest, of many persons, or when
25 the parties are numerous, and it is impracticable to bring them all before the court

26 41. This first representative action seeks to redress claims of race, color and national
27 origin discrimination and harassment against roofer employees of Latino race and Mexican origin

1 who have brown skin. Plaintiffs allege that Defendant Quaglino Roofing, Defendant Soto, and Does
2 1 through 20 engaged in a practice of discriminating and harassment against Mexican roofing
3 employees and created a hostile work environment. This hostile work environment was perpetrated
4 by Defendant Soto, a long-time Quaglino Roofing supervisor who was known to discriminate,
5 harass, and engage in verbal and physical abuse of Mexican roofing employees.

6 42. Plaintiffs and similarly situated roofer employees of Latino race, Mexican national
7 origin and brown skin were subjected to unwelcome verbal and physical conduct, abusive language,
8 inadequate pay, threats, racial slurs, intimidation, unjust terminations, retaliation, and physical
9 assault based on their race, color, and/or national origin. This conduct was unwelcome, and
10 sufficiently severe or pervasive to alter the conditions of their employment and created an abusive
11 working environment. The working conditions had become intolerable for many of the employees,
12 forcing some employees to quit while others would call in sick to avoid working with Defendant
13 Soto. Many others kept quiet and dealt with the abuse internally. Some workers were fired without
14 cause. Roofing employees who worked under Defendant Soto suffered physical and emotional
15 stress, lost wages, and other damages due to the hostile work environment, discrimination,
16 harassment, threats of violence, retaliation, and other harms.

17 43. During all relevant statutory periods, Quaglino Roofing management and ownership
18 had knowledge of Defendant Soto's discriminatory conduct by way of employee complaints and by
19 other means but failed to protect the employment and wage rights of numerous Latino Mexican
20 roofing employees and stop the discriminatory, harassing, and violent behavior of Defendant Soto.

21 44. Plaintiffs propose the following class:

22 **Plaintiffs and all other non-exempt current and former employee roofers who**
23 **were subjected to discrimination and harassment because of their national**
24 **origin, race and color by Defendant Soto and/or other Defendants at any time**
25 **during the period beginning three years prior to the filing of this Complaint**
26 **("Discrimination Class").**

27 45. The representative action also seeks to redress the systematic failure of Defendant
28 Quaglino Roofing, Defendant Soto and Does 1 through 20 to pay their California non-exempt roofer
employees in conformance with California wage and hour laws relating to full compensation for

1 unpaid wages for all time worked, missed meal and rest period wages, reporting time pay, prevailing
2 wages, overtime, penalties, liquidated damages, injunctive and other equitable relief, interest, and
3 reasonable attorney's fees and costs, under California Labor Code §§ 201, 202, 203, 210, 223, 226,
4 510, 512, 558, 1194, 1197, 1198, 2699, 2802, Industrial Welfare Commission Wage Orders No.
5 16, and Business and Professions Code §§ 17200 et seq.

6 46. During the Wage and Hour Class Period, Defendants have had a consistent policy
7 and/or practice of: (1) not paying employees for all hours worked; (2) not compensating employees
8 for all hours worked at the appropriate overtime wage rate; (3) denying meal and rest periods; (4)
9 failing to pay reporting pay; (5) failing to properly pay prevailing wages for public projects; (6)
10 failing to keep adequate records and payroll for public projects; (7) failing to pay wages due at
11 employment termination in a timely manner; (8) failing to maintain adequate time records and to
12 provide employees with paycheck statements that accurately show the number of hours worked and
13 other information required by the Labor Code.

14 47. Accordingly, Plaintiffs also seek to certify a second class of workers who suffered
15 wage and hour violations, which is proposed as follow:

16 **Plaintiffs and all non-exempt former and current roofing employees who were**
17 **employed by Defendants at any time during the period beginning four years**
18 **prior to the filing of this Complaint. ("Wage and Hour Class").**

19 48. Superiority of Class Action Mechanism. Class certification is appropriate because
20 Defendant Quaglino Roofing has implemented practices and policies that are applicable to both
21 classes, making it appropriate to issue orders for back wages, damages and other remedies, final
22 injunctive relief and corresponding declaratory relief with respect to the proposed classes. Class
23 certification is also appropriate because the shared questions of law and fact predominate over any
24 questions affecting only individual members of the class. Each member of the proposed classes has
25 been injured and is entitled to recover. Class action treatment will allow those similarly situated
26 roofing employees to litigate their claims in the manner that is most efficient and economical for the
27 parties and the judicial system. The public policy of the State of California is to resolve the
28 California Labor Code and FEHA claims of many employees through a class action. Current

1 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former
2 employees are also fearful of bringing actions because they believe their former employers might
3 damage their future endeavors through negative references and/or other means. Class actions
4 provide the class members who are not named in the complaint with a type of anonymity that allows
5 for the vindication of their rights at the same time as their privacy is protected. Plaintiffs are
6 informed and believe and thereon allege that the proposed classes consist of close to seventy-five
7 current and former roofing employees. Members of the class are ascertainable but so numerous that
8 joinder is impracticable. For all these and other reasons, a class action is superior to other available
9 methods for the fair and efficient adjudication of the controversy set forth in this complaint.

10 49. Community of Interest: Defendant, by its practices and policies, has violated the
11 rights of its employees under the Fair Employment and Housing Act (FEHA), California's Unfair
12 Competition Law (Business & Professions Code §§17200 et seq.), and California wage and hour
13 laws. The questions raised by this complaint are of common or general interest to the Plaintiffs and
14 his coworkers because they all held the same type of job as a roofer for the same company and were
15 subject to the same compensation practices. Moreover, many roofing workers have claimed that
16 they suffered discrimination and harassment while working under the supervision of Defendant
17 Soto. Accordingly, the proposed class members have a well-defined community of interest in the
18 questions of law and fact raised in this action. On information and belief, the shared questions of
19 law and fact affecting the rights of all class members include, but are not necessarily limited to:

20 (a) Whether Defendant Soto discriminated, harassed, and created a hostile work environment
21 for Latino Mexican roofing workers based upon their race, color, and national origin.

22 (b) Whether Defendant Quaglino Roofing and its management team were aware of
23 Defendant Soto's discriminatory and abusive practices and failed to take measures to prevent such
24 discrimination, harassment, and retaliation.

25 (c) Whether Defendants violated Labor Code § 226.7 and the meal and rest period provisions
26 of Wage Order 16 and Labor Code § 512 by failing to provide adequate off-duty meal periods and/or
27 by failing to authorize and permit roofers to take all rest periods to which they were entitled.

1 (d) Whether Defendant Quaglino Roofing is subject to liability for failing to pay wages to
2 roofers for all hours worked, as required by Labor Code §§ 1197, 1194(a), 1194.2.

3 (e) Whether Defendant Quaglino Roofing had a practice of not paying reporting time pay
4 to roofers who showed up to work and did not receive an assignment.

5 (f). Whether Defendants failed to comply with public works prevailing wage requirements
6 under §1790 et seq., including failure to properly record and certify payroll records and pay
7 prevailing wages for regular hours and overtime hours.

8 (g) Whether Defendants violated Labor Code §§ 510, 1194 and the applicable Wage Order
9 by failing to pay the overtime premiums owed to non-exempt employees who worked in excess of
10 eight (8) hours in one workday or forty (40) hours in one work week;

11 (h) Whether Defendants failed to pay roofers wages when due upon termination during the
12 relevant statutory period as required by Labor Code §§ 201-203 and must pay waiting time penalties.

13 (i). Whether Defendants' overall compensation practices, and the discriminatory actions of
14 its supervisor Defendant Soto constitute unfair business practices in direct violation of Business
15 Code §§ 17200 et. seq.

16 50. Under Cal. Bus. & Prof. Code §§ 17200 et seq., and pursuant to both the class action
17 and representative action procedures provided for in these statutes, Plaintiffs on behalf of themselves
18 and a putative class of roofing workers also seek injunctive relief and restitution of all benefits
19 Defendant Quaglino Roofing has received from its unlawful actions as alleged herein. Plaintiffs also
20 seek declaratory relief enumerating Defendants' violations so Defendants and the public will have
21 clarity and guidance regarding Defendants' future employment practice. Defendants' employment
22 practices have been unlawful, have resulted in unfair competition and are contrary to the public
23 policy of the State of California. Upon information and belief, Quaglino Roofing management and
24 ownership ratified and enabled Defendant Soto's violent and harassment of the putative class
25 because Defendant Soto could speak some Spanish, was good for business, got projects done fast
26 through is coercive behaviors and helped the company keep labor costs down.

27 The class is identifiable through Defendants' own business records. Plaintiffs contemplate
28

1 the eventual issuance of notice to the proposed members of the Classes that would set forth the
2 subject and nature of the instant action. The Defendants' own business records may be utilized for
3 assistance in the preparation and issuance of the contemplated notices. To the extent that any further
4 notices may be required, Plaintiffs contemplate the use of additional techniques and forms
5 commonly used in class actions, such as published notice, e-mail notice, website notice, first-class
6 mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary
7 and/or appropriate by the Court.

8 51. Plaintiffs as class representatives can adequately and fairly represent the interests of
9 his fellow roofers because of his many years of employment experience working for Defendant
10 Quaglino Roofing and because his individual interests are consistent with, not antagonistic to, the
11 interests of the class. The claims of Plaintiffs are typical of the claims of the class in that they arise
12 from Defendant's overall failure to prevent discrimination and harassment toward Latino Mexican
13 roofing employees. Each of the putative class members are or were employed by Defendants as
14 nonexempt roofing workers during the relevant statutory period and suffered from discrimination
15 and harassment, and unlawful compensation practices or policies. The claims of the Plaintiffs are
16 typical of the claims of the class in that they arise from Defendant's overall failure to conform their
17 employment practices to the requirements of the FEHA, California Labor Code and Wage Order 16.
18 Each of the Plaintiffs was employed by Defendants as a nonexempt worker during the relevant
19 statutory period. Each of the Plaintiffs were underpaid because of Defendants' unlawful
20 employment policies and practices and numerous roofers suffered discrimination, harassment and a
21 hostile work environment.

22 52. Adequacy of Counsel for the Class. Counsel for Plaintiffs and the proposed class of
23 employees possess the requisite resources and ability to prosecute this case as a class action and is
24 an experienced labor and employment attorney who has litigated other cases and class actions, both
25 on the defense and plaintiff side.

26 **VII. FIRST CAUSE OF ACTION:**
27 **DISCRIMINATION AND HARASSMENT BASED ON NATIONAL ORIGIN, RACE,**
28 **AND COLOR IN VIOLATION OF CALIFORNIA FEHA**
(Class Action Treatment Requested as to All Defendants)

1
2 53. Plaintiffs reallege and incorporate by reference the above paragraphs, as though fully
3 set forth herein.

4 54. At all times relevant to this action, FEHA Gov Code §§ 12900 et seq. was in full
5 force and effect and required Defendants to refrain from discriminating and harassment against an
6 employee based on race, color, and/or national origin.

7 55. Plaintiffs, and the putative class of employees he seeks to represent were members
8 of protected class because of their race (Hispanic), color (brown skin) and national origin (Mexico).

9 56. Defendants violated the FEHA and the public policy of the State of California
10 because Defendants discriminated against Plaintiffs and the putative class of employees he seeks to
11 represent on account of their race, color, and/or national origin.

12 57. Defendant Soto, a supervisor, created a hostile work environment for Mexican
13 roofers that was comprised of frequent harassment in the workplace, racial slurs, yelling, verbal
14 abuse, intimidation, threats, assault and battery, termination of employment, constructive discharge,
15 retaliation, and other discriminatory acts. Defendant Quaglino Roofing is strictly liable for these
16 acts.

17 58. As a direct and proximate result of Defendants' unlawful discriminatory actions,
18 Plaintiffs, and the putative class of employees that he seeks to represent were harmed and suffered
19 general and special damages, including severe emotional distress, anxiety, humiliation, depression,
20 and other related physical ailments. Defendants' unlawful conduct was a substantial factor in
21 causing these harms.

22 **VIII. SECOND CAUSE OF ACTION:**
23 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT & RETALIATION IN**
24 **VIOLATION OF CALIFORNIA FEHA**
25 **(Class Action Treatment Requested as to**
26 **Defendant Quaglino Roofing and Defendant DOES 1-20)**

27 59. Plaintiffs reallege and incorporate by reference the above paragraphs, as though fully
28 set forth herein.

60. Plaintiffs and the putative class of employees that he seeks to represent were

1 subjected to constant discrimination and harassment for many years based upon their national origin
2 race and color during their employment with Defendants, which also included acts of retaliation.

3 61. At all times relevant to this action, the FEHA, including Government Code § 12940,
4 subdivision (k), was in full force and effect and was binding upon Defendants. This subsection
5 imposes a duty on Quaglino Roofing to take all reasonable steps necessary to prevent discrimination,
6 harassment, and retaliation from occurring in the workplace.

7 62. Several Mexican roofer employees, including Plaintiff Torres, complained to
8 Quaglino Roofing management about Defendant Soto's discriminatory treatment. Quaglino Roofing
9 managers also did not want to be scheduled to work with Defendant Soto due to his behavior,
10 intimidating nature, and mistreatment of workers. Accordingly, Quaglino Roofing and its agents,
11 servants and/or employees knew or should have known of Defendant Soto's discriminatory and
12 harassing actions toward Plaintiff Torres and other Latino Mexican roofer employees.

13 63. Plaintiffs and other similarly situated roofing employees continued to suffer a
14 discriminatory and hostile work environment even after some roofers complained about Defendant
15 Soto to Quaglino management. Plaintiff Torres engaged in protected activity when he complained
16 about Defendant Soto to Quaglino Roofing Manager Evan Kimble. Other workers also engaged in
17 protected activities when they voiced their concerns to Quaglino Roofing Managers about
18 Defendant Soto. Despite these complaints, Defendant Quaglino Roofing did not investigate the
19 allegations of discrimination and harassment or protect the complaining employees from retaliation
20 by Defendant Soto.

21 64. Plaintiffs and other members of the putative class believed that that upper
22 management of Quaglino Roofing was "protecting" Defendant Soto. Upon information and belief,
23 Defendant's management protected Defendant Soto because his abusive tactics were good for
24 business and kept labor costs down because he kept his subordinate roofers fearful and in line under
25 his authority.

26 65. Quaglino Roofing violated Government Code § 12940 (k) by failing to take all
27 reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring

1 during Plaintiffs' employment and the employment of similarly situated roofing employees.

2 66. Defendant Quaglino Roofing took no action against Defendant Soto until after it was
3 clear from many witnesses that he had assaulted and battered Plaintiff Torres on May 31, 2024.
4 Once it became clear that he had committed a crime, Defendant Soto was no longer useful to
5 Defendant Quaglino Roofing, and he was terminated.

6 67. Plaintiffs and the putative class are requesting that punitive damages be levied
7 against Defendants and each of them because the foregoing conduct of Defendants was intentional,
8 willful and in conscious disregard for the safety and rights of roofer employees' rights, thereby
9 entitling Plaintiffs and the putative class to punitive damages under California Civil Code § 3294.

10
11 **IX. THIRD CAUSE OF ACTION:**
12 **RETALIATION FOR ENGAGING IN PROTECTED ACTIVITY**
13 **(Individual Claims as to All Defendants)**

14 68. Plaintiffs reallege and incorporate by reference the above paragraphs, as though fully
15 set forth herein.

16 69. Government Code §12940(h) prohibits retaliation in the workplace against
17 employees who complain of or oppose unlawful discrimination. Labor Code Section 98.6 also
18 protects an employee when exercising (on behalf of oneself or other employees) any of the rights
19 provided under the Labor Code or Orders of the Industrial Welfare Commission. Labor Code section
20 230 also prohibits an employer from discharging or in any manner discriminating or retaliating
21 against an employee who is a victim of a crime that caused physical injury or that caused mental
22 injury and a threat of physical injury.

23 70. Plaintiff Torres and some of the similarly situated roofer employees engaged in
24 protected activity by complaining, voicing concerns, and informing management of the
25 discrimination and harassment they suffered from Defendant Soto.

26 71. Plaintiff Torres and some of the similarly situated roofer employees suffered from
27 adverse employment actions when Defendant Soto learned of their complaints and continued to
28 perpetrate an atmosphere of discrimination and harassment. Upon information and belief, some
roofers who complained to Defendant Quaglino Roofing management suffered adverse employment
actions, including unjust terminations, constructive discharge and continuous verbal and physical

1 abuse at the hands of Defendant Soto.

2 72. As a proximate result of Defendants' retaliation, Plaintiff Torres and some of the
3 similarly situated roofer employees, have sustained damages, lost earnings, emotional distress,
4 humiliation, and mental anguish.

5 **X. FOURTH CAUSE OF ACTION:**
6 **CIVIL ASSAULT & BATTERY, INCLUDING VIOLATION OF RALPH ACT &**
7 **CAL LABOR CODE § 1102.5(a).**
8 **(Individual Claims as to All Defendants)**

9 73. Plaintiffs reallege and incorporate by reference the above paragraphs, as though fully
10 set forth herein.

11 74. This is an action at law to recover damages for civil assault and battery, an intentional
12 tort, against Defendants Soto and Defendant Quaglino Roofing.

13 75. Plaintiff Torres was subjected to unconsented and offensive physical violence,
14 threats of violence and a hate crime when Defendant Soto punched him down to the ground on the
15 top of a roofing project in Santa Maria, California on May 31, 2024, which caused him injuries and
16 other harm. Based upon Defendant Soto's prior discriminatory actions and harassment of Latino
17 Mexican roofers, Plaintiff Torres believe he was battered because of his national origin, race and
18 color.

19 76. Because of the unauthorized and offensive acts of Defendant Soto as described,
20 Plaintiff Torres was placed in fear for his physical and mental well-being. This behavior caused
21 placed Plaintiff Torres to fear for his safety, especially because Defendant Soto informed Plaintiff
22 Torres after the battery that he and his friends would be looking for him.

23 77. The acts of Defendant Soto were done with intention to cause or with wanton and
24 reckless disregard of the probability of causing serious bodily injury and emotional distress to
25 Plaintiff Torres because of his protected characteristics of national origin, race and color. As a direct
26 and proximate result of the assault and battery and the other behavior described of Defendant Soto,
27 the ratification and refusal of Defendant Quaglino Roofing to protect Plaintiff Torres and other
28 roofers from predictable harms by Defendant Soto, Plaintiff Torres and other roofers were in fact
injured and continue to suffer emotionally. In addition to other grounds, Defendant Quaglino

1 Roofing is liable under the doctrine of respondent superior for the conduct of Defendant Soto.

2 78. As a direct and proximate result of the assault and battery, Plaintiff Torres has
3 suffered general and special damages, especially because of the racially motivated reasons behind
4 the battery. These damages include, but are not limited to, including, but not limited to, anxiety,
5 anguish, humiliation, shock, embarrassment, depression, emotional distress, loss of self-esteem, and
6 social withdrawal, insomnia, and other related ailments-- all because of the Defendants'
7 mistreatment and the physical abuse described above.

8 79. After the incident, Defendant Quaglino Roofing management dissuaded Plaintiff
9 Torres from contacting the police to report the state crime of assault and battery in violation of Cal.
10 Lab. Code § 1102.5 and did so in an attempt not to draw attention to the Quaglino operation.

11 80. The aforementioned acts of Defendant Quaglino Roofing and Defendant Soto were
12 despicable, with a willful and conscious disregard of Plaintiff Torres' rights, and were wanton,
13 malicious, and oppressive, justify the awarding of punitive damages in a sum according to proof at
14 the time of trial.

15 **XI. FIFTH CAUSE OF ACTION:**
16 **NEGLIGENT HIRING, SUPERVISION AND RETENTION**
17 **(Individual Claims as to Defendant Quaglino Roofing and Defendant DOES 1-20)**

18 81. Plaintiffs reallege and incorporate by reference the above paragraphs, as though
19 fully set forth herein.

20 82. Under common law, an employer is liable for negligent supervision and/or retention
21 of an employee based upon the employer's actual or constructive knowledge that failing to supervise
22 and/or retain an employee created a particular risk or hazard and that harm materialized.

23 83. Defendant Quaglino Roofing and its shareholders, officers and management team
24 knew of Defendant Joe Soto's propensity for engaging in discrimination and harassment of Mexican
25 roofers, which included physical violence, and for getting high on the job. They also knew of his
26 propensity to violate wage and hour laws.

27 84. Plaintiff Torres is informed and believes, and based thereon alleges, that Quaglino
28 Roofing and its management had knowledge of complaints about Defendant Soto's discriminatory

1 and harassing behavior from several roofer employees and other company managers. Quaglino
2 Roofing officers and shareholders witnessed Defendant Soto's propensity for violence against
3 employees and allowed him to continue working for years without repercussion. Plaintiff Torres is
4 informed and believes that Defendant Quaglino Roofing failed to take prompt and appropriate
5 remedial steps to correct the ongoing discrimination and violent behavior for many years.

6 85. Defendant Quaglino Roofing owed Plaintiffs and other roofing workers a duty of
7 care to properly supervise, discipline, terminate, and/or not retain Defendant Soto. Instead,
8 Defendant Quaglino utilized Defendant Soto's abhorrent behavior for its benefit in order to keep
9 roofer crew productive, obedient, fearful and working according to Defendant Soto's unreasonable
10 demands, even if that required violating California safety, anti-discrimination and wage and hour
11 laws.

12 86. Defendant Quaglino Roofing breached the duty of care by negligently supervising
13 and/or retaining Defendant Soto on the job. At all times relevant herein, Defendant Quaglino
14 Roofing knew or reasonably should have known, that unless they intervened to protect Plaintiffs
15 and other roofing employees, and to adequately supervise, prohibit, control, regulate, discipline
16 and/or otherwise penalize the conduct of Defendant Soto, as alleged herein, Defendant Quaglino
17 Roofing's failure to so protect, supervise, prohibit, control, regulate, discipline, terminate and/or
18 otherwise penalize Defendant Soto would have the effect of encouraging, ratifying, condoning,
19 exacerbating, increasing and worsening said conduct, as alleged herein.

20 87. At all times relevant herein, Defendant Quaglino Roofing the power, ability,
21 authority, and duty to intervene, supervise, prohibit, control, regulate, discipline, terminate and/or
22 otherwise penalize the conduct of Defendant Soto, but failed to do so. It was only after Defendant
23 Soto battered Plaintiff Torres on May 31, 2024, that the company finally ended his employment.

24 88. As a direct and proximate result of Defendant Quaglino Roofing's negligent
25 supervision and retention of Defendant Soto, Plaintiffs and other employees suffered and continues
26 to suffer humiliation, emotional distress, and mental pain and anguish, all to his damage in an
27 amount according to proof at trial.

1 fully set forth herein.

2 96. This action is brought by Plaintiffs and similarly situated roofers for unpaid meal
3 periods under Labor Code §§ 226.7 and 512 and Industrial Wage Order 16, which provides that
4 employers must provide employees who work more than five (5) hours per day with a thirty (30)
5 minute meal period wherein the employee is relieved of all duties. Further, no employer may employ
6 any person for a work period of over 10 hours per day without giving the employee a second meal
7 period of at least 30 minutes.

8 97. Pursuant to Labor Code § 226.7, if an employer fails to provide an employee a meal
9 period in accordance with Wage Order 16, the employer shall pay the employee one (1) hour of pay
10 at the employee's regular rate of compensation for each workday that the meal period is not
11 provided.

12 98. Upon information and belief, Plaintiffs and other members of the Wage and Hour
13 Class were not provided with a full and timely uninterrupted thirty (30) minute meal periods during
14 their employment with Defendants. Defendant's practices, particularly under the supervision of
15 supervisor Defendant Soto, would regularly delay meal periods and require roofers to keep working
16 on roofing projects without a timely lunch. Defendant Quagliano Roofing engaged in these violations
17 for the purpose of getting the most out of his crews so that jobs could be completed at lower labor
18 costs even if workers had to sacrifice mealtimes.

19 99. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs
20 and other members of the Wage and Hour Class have sustained damages in the amount of one
21 hour of regular rate wages for each day they missed their thirty (30) minute meal periods or were
22 not provided a timely meal period.

23 **XIV. EIGHTH CAUSE OF ACTION:**
24 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
25 **(Class Action Treatment Requested as to All Defendants)**

26 100. Plaintiffs reallege and incorporate by reference the above paragraphs, as though
27 fully set forth herein.

28 101. This action is brought by Plaintiffs for themselves and other members of the Wage

1 and Hour Class under Labor Code § 226.7 and Wage Order 16, which provides that employers shall
2 authorize and permit employees to take a rest period of ten (10) minutes for each four (4) hours, or
3 major fraction thereof, worked. This action is further brought under Labor Code § 226.7(b) and the
4 applicable wage order, which provides that if an employer fails to provide an employee with a rest
5 period, the employer shall pay the employee one hour of pay for each workday that a rest period
6 was missed.

7 102. Plaintiffs and other roofers were not regularly provided compliant rest periods during
8 their employment with Defendants and were not provided any rest periods during the afternoon
9 shift. Defendant Quaglino Roofing engaged in these violations for the purpose of getting the most
10 out of his crews so that jobs could be completed at lower labor costs even if workers had to sacrifice
11 rest time.

12 103. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs
13 and other similarly situated roofers have sustained damages in the amount of one hour of wages
14 for each day they missed their rest periods.

15
16 **XV. NINTH CAUSE OF ACTION:**
17 **FAILURE TO PROVIDE REPORTING TIME PAY**
18 **(Class Action Treatment Requested as to All Defendants)**

19 104. Plaintiffs reallege and incorporate by reference the above paragraphs, as though
20 fully set forth herein.

21 105. Industrial Wage Order 16 provides that employers shall compensate employees half
22 their usual or schedule day's work when an employee is required to report to the work site and
23 does report but is not put to work or is furnished less than half of his/her usual or scheduled day's
24 work.

25 106. Upon information and belief, Plaintiffs and a class of similarly situated roofing
26 workers, alleges that Defendant Quaglino Roofing routinely and consistently failed to pay
27 reporting time pay to roofers who attended work meetings at the corporate office but did not
28 receive an assignment or project for the day.

1 107. Upon information and belief, Plaintiffs are not aware of any exceptions that would
2 have justified Quaglino Roofing's failure to pay reporting time pay, such as civil unrest, Acts of
3 God, or other causes not within the control of the employer.

4 108. Plaintiffs and other members of the proposed Wage and Hour Class were not
5 regularly paid reporting time pay and suffered lost time and wages due to these violations. As a
6 direct and proximate result of Defendants' conduct as alleged above, Plaintiffs and other roofers
7 have sustained damages in the amount of 4 hours of wages for each day they reported to work and
8 did not receive a work assignment. Defendant Quaglino Roofing engaged in these violations for the
9 purpose of saving labor costs.

10
11 **XVI. TENTH CAUSE OF ACTION: FAILURE TO PAY AND COMPLY WITH**
12 **PREVAILING WAGE LAWS**
13 **(Class Action Treatment Requested as to All Defendants)**

14 109. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
15 fully set forth herein.

16 110. At all times during the employment at Defendant Quaglino Roofing, Plaintiffs have
17 worked on public works projects that involved working on public schools, airports, universities and
18 colleges, and other public buildings when Defendant Quaglino Roofing was hired for roofing
19 services. Defendant Quaglino Roofing has performed projects in San Luis Obispo and Santa Barbara
20 County, and in other parts of California, where the roofing employees, including Plaintiff Torres,
21 have worked, and have claimed to work on public buildings.

22 111. On public projects, Defendant Quaglino Roofing was required to pay its employees
23 no less than the prevailing wage rate as determined under California Labor Code § 1773.1, for the
24 classification of work performed. Pursuant to California Labor Code §§ 1771 and 1774, the
25 prevailing wage rates set the minimum wage that Defendant Quaglino Roofing could pay its
26 employees for work on Prevailing Wage Projects. San Luis Obispo and Santa Barbara County both
27 have different prevailing wage orders that show different hourly wages based on the job being
28 performed.

1 112. Despite having these public contracts, and being aware of the prevailing wage orders,
2 Defendant Quaglino Roofing did not adequately compensate the employees for the hours worked in
3 the respective counties where the public projects were located. Plaintiffs and other similarly situated
4 employees allege that Defendant Quaglino Roofing did not pay the correct hourly and overtime
5 wages for the work done during the contract period. Defendant Quaglino Roofing engaged in these
6 violations for the purpose of saving labor costs.

7 113. Due to these practices, Defendant Quaglino Roofing is in violation of Labor Code §
8 1720, which states that all public works projects need to be adequately compensated for the work
9 done on all public works projects.

10
11 **XVII. ELEVENTH CAUSE OF ACTION: FAILURE TO PAY CORRECT**
12 **OVERTIME WAGES**

13 **(Class Action Treatment Requested as to All Defendants)**

14 114. Plaintiffs re-allege and incorporate by reference all proceeding paragraphs as
15 though fully set forth herein.

16 115. California Labor Code § 510 provides that employees in California shall not be
17 employed for more than eight hours in any workday, or forty (40) hours in a workweek unless
18 they receive additional compensation beyond their regular wages in amounts specified by the law.

19 116. California Labor Code §§ 1194 and 1198 provide that employees in California shall
20 not be employed for more than eight hours in a workday unless they receive additional compensation
21 beyond their regular wages in amounts specified by law. Additionally, California Labor Code §1198
22 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

23 119. At all times relevant hereto, Plaintiffs and the proposed class of roofing employees
24 were subjected to outdated manual time entries logged by supervisors that captured generalized
25 works schedules instead of the actual time worked by employees. This manual time entry system
26 resulted in Defendant Quaglino Roofing's failure to pay regular wages for all time worked, and the
27 resulting overtime, when employees worked more than eight hours in a workday, and/or more than
28 forty (40) hours in a workweek.

 117. Defendant failed to pay Plaintiffs and proposed class members, overtime
compensation for the hours they have worked in excess of the eight-hour permissible period as

1 required by Labor Code §§ 510 and 1198.

2 118. As a result of the unlawful failure to pay additional premium rate compensation to
3 the Plaintiff and the proposed class, Plaintiffs and the proposed class members have suffered and
4 will continue to suffer damages in amounts that are presently unknown to them and will be
5 ascertained according to proof at trial.

6 119. By failing to keep adequate time records as required by Labor Code §1174(d),
7 Defendants have made it difficult to calculate the full extent of overtime compensation due to
8 Plaintiffs and the proposed class members.

9 120. Plaintiffs and the proposed class members also request the recovery of overtime
10 compensation according to proof, interest, and the assessment of any statutory penalties against
11 Defendants, in a sum as provided by California Labor Code and other statutes.

12 **XVIII. TWELFTH CAUSE OF ACTION: FAILURE TO PROVIDE ACCURATE**
13 **ITEMIZED WAGE STATEMENTS**
14 **(Class Action Treatment Requested as to All Defendants)**

15 121. Plaintiffs re-allege and incorporate by reference all proceeding paragraphs as
16 though fully set forth herein.

17 122. In violation of California Labor Code § 226, Defendants knowingly failed to provide
18 Plaintiffs and other similarly situated employees with accurate wage statements containing all
19 information that is required by Labor Code § 226. Plaintiffs and similarly situated roofing employees
20 were not given accurate wage statements that accounted for all time worked due to the manner in
21 which Defendant Quaglino Roofing recorded the employee work hours. The pay practice of
22 recording work hours manually at the end of each day or sometimes in subsequent days resulted in
23 errors in recording actual time worked, which then affected regular hourly wages and overtime
24 calculations.

25 123. Defendant Quaglino Roofing's pay statements also did not correctly list premium
26 pay for missed meal and rest periods and did not correctly list the hours that employees were
27 employed on public works and the associated prevailing wages, including overtime prevailing
28 wages.

124. Defendant Quaglino Roofing also did not properly list the hourly prevailing wage

1 that applied to public projects, or the number of hours worked on public projects so that roofers
2 could understand the differing pay scales and how much they actually earned for public jobs. This
3 pay practice was not transparent and caused confusion, as many employees could not understand
4 the actual pay rate for the public project and how many hours were worked on the public project.
5 This resulted in roofers believing that they were not properly compensated for public jobs.

6 125. Plaintiffs and other affected employees were not able to learn or understand the full
7 extent of their compensation, including the total hours worked, their overtime compensation, their
8 entitlement to meal or rest period premiums and accurate information regarding public works
9 projects. The failure of Defendant Quaglino Roofing to itemize this information on employee wage
10 statements caused confusion and constitutes improper record keeping and an intentional failure to
11 comply with Labor Code § 226. As a result of the above-referenced conduct, Plaintiffs and other
12 similarly situated employees have suffered and continue to suffer significant financial losses and
13 damages.

14 **XIX. THIRTEENTH CAUSE OF ACTION: WAITING TIME PENALTIES FOR**
15 **NONPAYMENT OF WAGES**
16 **(Class Action Treatment Requested as to All Defendants)**

17 126. Plaintiffs reallege and incorporate by reference the above paragraphs, as though fully
18 set forth herein.

19 127. Labor Code §§ 201, 202, and 203 collectively provide that if an employer willfully
20 fails to pay any wages of an employee who is discharged or quits, the wages of such employee shall
21 continue from the due date thereof at the same daily rate until paid or until an action therefor is
22 commenced, for not more than thirty days.

23 128. More than thirty days have passed since many of Defendant Quaglino Roofing
24 employees have ended their employment. Defendant Quaglino Roofing failed to pay all meal period
25 and rest period premiums due to
26

1 129. Similarly situated roofing employees did not receive the correct prevailing wages,
2 overtime and compensation for all time worked upon the end of their employment at Defendant
3 Quaglino Roofing.

4 130. As a result of Defendant Quaglino Roofing's willful conduct in not paying all
5 compensation owed to similarly situated roofing employees upon the ending of their employment,
6 proposed roofer wage and hour class members are entitled to thirty days' wages at their daily rate
7 as waiting-time penalties under Labor Code § 203.
8

9 **XX. FOURTEENTH CAUSE OF ACTION: UNFAIR BUSINESS PRACTICES**
10 **(Class Action Treatment Requested as to All Defendants)**

11 131. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
12 fully set forth herein.

13 132. Defendants, and each of them, are "persons" as defined under California Business
14 & Professions Code § 17201.

15 133. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 unlawful, and harmful to Plaintiffs and other Class members, and to the general public. Plaintiffs
17 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
18 Procedure § 1021.5.

19 134. Defendants' activities, as alleged herein, are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business & Professions
21 Code §§ 17200, et seq.

22 135. A violation of California Business & Professions Code §§ 17200, et seq. may be
23 predicated on the violation of any state or federal law. All of the acts described herein as violations
24 of, among other things, the California FEHA, are unlawful and in violation of public policy; and in
25 addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute
26 unfair, unlawful, and/or fraudulent business practices in violation of California Business &
27 Professions Code §§ 17200, et seq.
28

1 136. Defendants' failure to pay wages for all work hours, including overtime
2 compensation, public works prevailing wages, and meal and rest break premiums and inaccurate
3 payroll recordkeeping are in violation of the California Labor Code and constitute unlawful and/or
4 unfair activity prohibited by California Business & Professions Code §§ 17200, et seq.

5 137. By and through their unfair, unlawful, and/or unlawful, fraudulent business practices
6 described herein, Defendants, have obtained valuable property, money and services from Plaintiffs,
7 and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of
8 valuable rights and benefits guaranteed by law, all to their detriment. Defendant Quaglino Roofing's
9 practice of engaging in violations of discrimination laws and wage and hour laws also helped the
10 company to lower their labor costs and win bids for jobs at lower costs.

11 138. Plaintiffs and the Class Members suffered monetary injury as a direct result of
12 Defendants' wrongful conduct.

13 **XXI. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs Torres, Misael De La Cruz, Roman Nazario Nolasco, Luis
15 Nazario & Isaac Nazario, on behalf of themselves and the proposed classes of roofer employees,
16 pray for judgment as follows:

- 17 1. That this action be certified as a class action with respect to the First, Second,
18 Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth and Fourteenth Causes of Action;
- 19 2. That Plaintiff Torres be appointed as the primary representative of the Class; and,
- 20 3. That counsel for Plaintiffs be appointed as Class Counsel.
- 21 4. For compensatory damages relating to the emotional and mental distress, lost wages,
22 physical injuries, and related damages suffered by the Discrimination Class.
- 23 5. For punitive damages suffered by the Discrimination Class.
- 24 6. For general and special damages under the Ralph Act for the hate crime perpetrated
25 against Plaintiff Torres by Defendants, which provides for civil penalties up to \$25,000 in fines and
26 three times the actual damages, punitive damages and attorney's fees.
- 27 7. For a determination that Defendant Quaglino Roofing violated the California Labor

1 Code § 1102.5(a) by discouraging, preventing and dissuading Plaintiff Torres from contacting the
2 police after he was assaulted and battered by Defendant Soto. Plaintiff Torres seeks civil penalties
3 of \$10,000 for this violation.

4 8. For unpaid wages for all time worked for Plaintiffs and members of the Wage and
5 Hour Class;

6 9. A determination that Defendants violated California Labor Code §510, and 1194 by
7 employing Plaintiffs and the Wage and Hour Class in excess of eight (8) hours in one day, forty (40)
8 hours in a workweek without paying the required overtime rate.

9 10. For unpaid prevailing wages, including overtime prevailing wages, that Defendant
10 Quaglino Roofing failed to pay to its roofing employees, which violated Cal Labor Code 1770 et
11 seq. and Labor Code § 223.

12 11. For one hour of pay at the employee's regular rate of pay for each workday that a
13 meal period was missed by Plaintiffs and the Wage and Hour Class;

14 12. For one hour of pay at the employee's regular rate of pay for each workday that a
15 rest period was missed by Plaintiffs and the Wage and Hour Class;

16 13. For a wage premium of \$100.00 for any initial violation by Defendant Quaglino
17 Roofing's failure to pay each employee wages under Labor Code 210, and \$200.00 plus 25 percent
18 of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional
19 violation.

20 14. For a wage premium of \$50.00 for the initial pay period and \$100 for subsequent
21 violations for which Defendants supplied Plaintiffs and similarly situated roofers with paycheck
22 statements in violation of Labor Code § 226, not to exceed an aggregate penalty of four thousand
23 dollars (\$4,000).

24 15. For 30-day penalties under Labor Code § 203, according to proof, together with
25 interest thereon, for former roofer employees of the Wage and Hour Class;

26 16. For liquidated damages (double damages) under Labor Code § 1194.2 in an amount
27 equal to wages not paid by Defendant Quaglino that were less than the required wages fixed by an
28

1 order of the commission or by statute.

2 17. For an order enjoining Defendants from continuing to engage in the
3 aforementioned unlawful business practice in violation of Business & Professions Code § 17200;

4 18. For attorney's fees, expenses, and costs under Labor Code §§ 226, 218.5, and 1194
5 and any other applicable civil or labor code provision that authorizes recoupment of attorney's fees,
6 and case costs.

7 19. For interest under Labor Code §§ 226, 218.6, and 1194; and

8 20. For such other and further relief as the Court deems just and proper.

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs demand a trial by jury as to all causes of action that may be tried before a jury.

12
13 Dated: February 26, 2026

14 

15
16 _____
17 Dax B. Deason (SBN: 337501)
18 Deason Law, PC

19 Attorney for Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario &
20 Isaac Nazario, Plaintiffs.
21
22
23
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27
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EXHIBIT D

NOTICE OF PENDENCY OF DISCRIMINATION CLASS ACTION SETTLEMENT AND FINAL HEARING

Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.
San Luis Obispo County Superior Court Case No. 24CV-0553

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A DISCRIMINATION CLASS ACTION SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement (“Settlement”) has been reached in the class action lawsuit *Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.* San Luis Obispo County Superior Court Case No. 24CV-0553. The purpose of this Notice of Pendency of Discrimination Class Action Settlement and Final Hearing (“Notice”) is to briefly describe the case and inform you of your rights in connection with the proposed Settlement.
- Plaintiff Pablo Torres Santiago previously sued Defendants James A. Quaglino, Inc. (dba Quaglino Roofing) and Joe Soto on behalf of himself and similarly situated roofing workers by alleging discrimination and harassment based on national origin, race and color, failure to prevent discrimination, harassment, and retaliation, and related discrimination claims. Defendants deny liability on all of Plaintiff’s claims.
- The Court has determined that there is sufficient evidence to suggest that the proposed settlement is fair, reasonable, and adequate. The proposed Settlement will provide a Gross Settlement Amount of \$1,625,000.00 to resolve discrimination claims of all current and former non-exempt hourly roofer employees who were employed by Defendant Quaglino Roofing in California between September 6, 2021, through April 30, 2025 (“FEHA Discrimination Settlement Class”)
- The lawyers for Plaintiffs are:

Dax B. Deason (SBN 337501) 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663 ddeason@deason-law.com	Anthony P. Raimondo (SBN 200387) Deason Law, P.C. 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663
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- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

As a FEHA Discrimination Class Member you are eligible to receive an individual settlement award under the settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court unless you timely request to be excluded.

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up the right to pursue a separate legal action against Defendants, as explained in the Notice.
Exclude Yourself from the FEHA Discrimination Settlement Class	Get no payment. By choosing this option, you may pursue your own claims against Defendants. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement.
Object	Participate in the settlement as a Class Member, but advise the Settlement Administrator or Court of any objections you have to the Settlement and the basis for your objection.

WHY DID YOU RECEIVE THIS NOTICE?

This Notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under the proposed settlement. You are receiving this Notice because you may be a member of the class on whose behalf the class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On September 6, 2024, Plaintiff Pablo Torres Santiago filed a class action complaint against Defendants in the San Luis Obispo County Superior Court on behalf of himself and all other similarly situated hourly, nonexempt roofers, entitled *Pablo Torres Santiago, et., al. v. James A. Quaglino Inc., dba Quaglino Roofing, et., al.* (Case No. 24CV-0553) (the “Action”). The Complaint asserted causes of action based on discrimination and harassment by a former supervisor named Joe Soto and Quaglino Roofing’s failure to prevent discrimination, harassment, and retaliation.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses. Plaintiffs believe that they would have prevailed on their claims at a trial. Defendants do not believe Plaintiffs would have won anything from a trial and are confident in their factual and legal defenses. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and uncertainty of a trial. The parties and their attorneys think the settlement is fair, reasonable, adequate and in the best interests of all FEHA Discrimination Class members.

B. Who is in the FEHA Discrimination Settlement Class?

For settlement purposes only, the FEHA Discrimination Settlement Class encompasses all current and former hourly, non-exempt roofers who worked with Defendant Quaglino Roofing and Joe Soto in California during the Class Period between September 6, 2021, and April 30, 2025.

C. What does the Settlement provide?

Subject to final Court approval, Defendants will pay \$1,625,000 (the "Gross Settlement Amount") to settle the discrimination class action lawsuit. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of up to 40% or \$650,000.00; (2) Class Counsel's litigation expenses of \$5,157.27; (3) Incentive Awards to Plaintiffs in the amounts ranging between \$2,000 and \$7,500; and (4) Settlement Administration Costs up to \$4,990.00. After deduction from the Gross Settlement Amount of court-approved expenses and fees, there will be a "Net Settlement Amount." Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What are you giving up to receive a payment and stay in the FEHA Discrimination Settlement Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered such that each FEHA Discrimination Class Member who has not submitted a timely and valid Request for Exclusion fully releases and discharges Defendants from the Released Claims. Effective on the date when the Court finally approves the entire settlement and Defendant Quaglino Roofing fully funds the entire Gross Settlement Amount, Plaintiffs and all participating FEHA Discrimination Class Members, shall fully release Defendants, and Defendants' present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors,

trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors, successors and assigns of Defendants, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint.

E. How is my share of the Settlement Payment calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an Individual Settlement Payment, which is a share of the Net Settlement Amount. Based on Defendants’ records, the Settlement Administrator will determine the number of workweeks worked by each participating claimant as an hourly employee in California between September 6, 2021, and April 30, 2025. The Net Settlement Amount shall be divided between all participating claimants based on the number of workweeks they worked for Defendants during the Class Period.

The maximum amount that each participating claimant is entitled to receive is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing a participating claimant’s total workweeks by the total number of workweeks of all participating claimants as expressed in the following formula:

Individual Settlement Payment	=	Individual Workweeks ÷ Total Class Workweeks	X	Net Settlement Amount
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None of the parties or attorneys makes any representations regarding the tax consequences of the Settlement or your participation in it. Participating claimants should consult with a tax advisor of their choosing regarding the tax consequences of the Settlement.

According to the records of Defendants, you worked as an hourly non-exempt roofing employee at Defendant Quaglino Roofing in California between September 6, 2021, and ending April 30, 2025, for [_____ weeks]. Based on those numbers, your Individual Settlement Payment is estimated to be [_____]. This amount is subject to change based on the final ruling of the Court and the number of FEHA Discrimination Class Members who request to be excluded from the settlement.

Please be advised that the number of work weeks listed above is presumed correct unless you submit documentation proving otherwise. If you disagree with the number of weeks listed above, please submit an explanation and evidence of your proposed work weeks to the Settlement

Administrator no later than (45) days after this Notice was mailed to your attention. In the event of a dispute about the correct number of work weeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without hearing or right of appeal from you.

F. Rights Under Companion Wage and Hour Class Action

FEHA Discrimination Class Members may also be the beneficiary of a separate class action wage and hour lawsuit that was also filed in *Pablo Torres Santiago v. James A. Quaglino Inc., dba Quaglino Roofing, et. al.* (Case No. 24CV-0553) (the “Action”). In addition to discrimination claims, Plaintiff Pablo Torres Santiago also asserted various claims for unpaid wages and compensation. If you were employed in as an hourly non-exempt position at Defendant Quaglino Roofing between September 6, 2020 and April 30, 2025 in a field position (e.g. roofer or general labor), you may be eligible for participation in the wage and hour class action and will be notified by separate Notice of your rights in the companion wage and hour case.

THE FINAL SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) in Department 2 of the San Luis Obispo County Superior Court, located at 1050 Monterey Street, San Luis Obispo, CA 93408. FEHA Discrimination Class Members will be notified of the date and time of the Final Settlement Hearing by the Settlement Administrator.

At the Final Settlement Hearing, the Court will determine (i) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the FEHA Discrimination Settlement Class Members; (ii) whether the FEHA Discrimination Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Plaintiffs’ attorneys; (iv) the amount that should be awarded in costs to the Settlement Administrator; and (v) the amount that should be awarded to Plaintiffs as a service payment.

At the Final Settlement Hearing, the Court will hear all objections, and arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to appear and represent yourself.

WHAT ARE YOUR OPTIONS?

A. Option 1 – Do Nothing and Participate in the Settlement

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of work weeks indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than 45 days after mailing of this Notice. The Settlement Administrator's address is 18 Technology Drive, Suite 154, Irvine, CA 92618. Phone: 1 800 355 0700. Email. info@apexclassaction.com

B. Option 2 – Object to the Settlement

If you wish to remain a FEHA Discrimination Settlement Class Member, but you object to the proposed settlement, or any of its terms, and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number, include your full name, grounds for objection, be signed by you, and be mailed to the Settlement Administrator at 18 Technology Drive, Suite 154, Irvine, CA 92618. Objections must be postmarked no later than forty-five (45) days after this Notice was mailed. If you submit an objection, you will still be bound by the terms of the Settlement, including the release of Released Claims above, unless the Settlement is not finally approved by the Court.

C. Option 3 – Exclude Yourself from the Settlement

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. By doing so, you will reserve the right, if you choose, to file your own lawsuit against Defendants. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than forty-five (45) days after this Notice was mailed.

To be valid, your Request for Exclusion must state your full name, address, telephone number, the last four digits of your Social Security Number, contain a clear statement that you are opting out and requesting to be excluded from the settlement in this case and must be signed by you. Before opting out, it is recommended that you consult with an attorney to determine if you have a valid individual claim against the Defendants, especially because discrimination claims in California have a statute of limitations that require a claimant to file a complaint within a certain timeframe. If you do not submit a timely and valid Request for Exclusion, you will be deemed a participating claimant and will be bound by the release of Release Claims above and all other Settlement terms.

ARE THERE MORE DETAILS ABOUT THIS SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions, of the settlement, you should review the detailed “**FEHA DISCRIMINATION SETTLEMENT AGREEMENT AND CLASS NOTICE**,” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined in person at the Court Clerk’s office, located at 1050 Monterey Street, San Luis Obispo, CA 93408.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at 18 Technology Drive, Suite 154, Irvine, CA 92618, 1(800) 355-0700. Please refer to the Quaglino Roofing Class Action Settlement. You may also contact Class Counsel, Dax B. Deason, Esq., by calling (713) 975-7301.

***PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA***

NOTICE OF PENDENCY OF WAGE AND HOUR CLASS ACTION SETTLEMENT AND FINAL HEARING

Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.
San Luis Obispo County Superior Court Case No. 24CV-0553

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A WAGE AND HOUR SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement (“Settlement”) has been reached in the class action lawsuit *Pablo Torres Santiago et., al. v. James A. Quaglino, Inc., dba Quaglino Roofing, et., al.* San Luis Obispo County Superior Court Case No. 24CV-0553. The purpose of this Notice of Pendency of Wage and Hour Class Action Settlement and Final Hearing (“Notice”) is to briefly describe the case and inform you of your rights in connection with the proposed Settlement.
- Plaintiff Pablo Torres Santiago previously sued Defendants James A. Quaglino, Inc., dba Quaglino Roofing and Joe Soto on behalf of himself and similarly situated nonexempt hourly employees in field positions (e.g. roofers and similar general labor) by alleging failure to provide: meal and rest periods, reporting time pay, waiting time penalties, prevailing wages, overtime wages, accurate wage statements, and for violations of Business and Professions Code §17200, and the Private Attorneys General Act, Labor Code §2699 et seq. (“PAGA”). Defendants deny liability on all Plaintiffs’ claims.
- The Court has determined that there is sufficient evidence to suggest that the proposed settlement is fair, reasonable and adequate. The proposed Settlement will provide a Gross Settlement Amount of \$225,000.00 to resolve the wage and hour and PAGA claims of all current and former non-exempt hourly employees in field positions (i.e., roofers and similar general labor) who were employed by Defendant Quaglino Roofing in California between September 6, 2020, through April 30, 2025 (Wage and Hour Settlement Class”).
- The lawyers for Plaintiffs are:

Dax B. Deason (SBN 337501) 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663 ddeason@deason-law.com	Anthony P. Raimondo (SBN 200387) Deason Law, P.C. 3130 Duncan Road Suite 101 San Luis Obispo, CA 93401 Tel: (713)975-7301 Fax: (832)201-0663
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- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

As a Wage and Hour Settlement Class Member you are eligible to receive an individual settlement award under the settlement and will be bound by the release of claims described in this Notice and the settlement agreement filed with the Court, unless you timely request to be excluded from the settlement.

<p>Do Nothing</p>	<p>You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up the right to pursue a separate legal action against Defendants, as explained in the Notice.</p>
<p>Exclude Yourself from the Wage and Hour Settlement Class</p>	<p>Get no payment. By choosing this option, you may pursue your own claims against Defendants, except for a PAGA claim. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement other than a PAGA civil penalty payment.</p>
<p>Object</p>	<p>Participate in the settlement as a Class Member, but advise the Settlement Administrator or Court of any objections you have to the Settlement and the basis for your objection</p>

WHY DID YOU RECEIVE THIS NOTICE?

This Notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under the proposed settlement. You are receiving this Notice because you may be a member of the class on whose behalf this action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On September 6, 2024, Plaintiff Pablo Torres Santiago filed a class action complaint against Defendants in the San Luis Obispo County Superior Court on behalf of himself and all other similarly situated hourly, nonexempt employees in field positions (e.g. roofers or similar general labor), entitled *Pablo Torres Santiago v. James A. Quaglino Inc., dba Quaglino Roofing*,

et. al. (Case No. 24CV-0553) (the “Action”). The Complaint asserted causes of action for: (1) Failure to Provide Meals; (2) Failure to Permit Rest Periods; (3) Failure to Provide Reporting Time Pay; (4) Failure to Comply with Prevailing Wage Laws; (5) Failure to Pay Correct Overtime Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties for Nonpayment of Wages; and (8) Unfair Business Practices.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses. Plaintiffs believe that they would have prevailed on their claims at a trial. Defendants do not believe Plaintiffs would have won anything from a trial and are confident in their factual and legal defenses. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and uncertainty of a trial. The parties and their attorneys think the settlement is fair, reasonable, adequate and in the best interests of all Wage and Hour Class members.

B. Who is in the Wage and Hour Settlement Class?

For settlement purposes only, the Wage and Hour Settlement Class encompasses all current and former non-exempt hourly field position employees (i.e., roofers, and similar general labor) employed by Defendant Quaglino Roofing in California between September 6, 2021, and April 30, 2025, who believe they were not properly paid their wages and compensation in accordance with the claims asserted in the lawsuit.

C. What does the Settlement provide?

Subject to final Court approval, Defendants will pay \$225,000 (the “Gross Settlement Amount”) to settle the wage and hour and PAGA lawsuits. The following sums will be deducted from the Gross Settlement Amount: (1) Class Counsel’s attorneys’ fees of up to 40% or \$90,000.00; (2) Class Counsel's litigation expenses of \$5,157.27; (3) Incentive Award to Plaintiff of s ranging between \$500.00 and \$2,500; and (4) \$16,250.00 in PAGA civil penalties paid to the California Labor Workforce and Development Agency (LWDA). After deduction from the Gross Settlement Amount of court-approved expenses and fees, there will be a “Net Settlement Amount.” Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What are you giving up to receive a payment and stay in the Wage and Hour Settlement Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered such that each Wage and Hour Settlement Class Member who has not submitted a timely and valid Request for Exclusion fully releases and discharges Defendants from the Released Claims. Effective on the date when the Court finally approves the entire settlement and Defendant Quaglino Roofing fully funds the entire Gross Settlement Amount, Plaintiff and all participating Wage and Hour Class Members, on behalf of themselves and any former and present spouses, shall fully release Defendants, and Defendants' present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, James A. Quaglino, Joshua Paulson, Ryan Sutcliffe, attorneys, insurers, and/or any of the predecessors, successors and assigns of Defendants, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: all wage and hour claims, including claims under PAGA, that were, or reasonably could have been, alleged, based on the facts contained in the Complaint.

E. How is my share of the Settlement Payment calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an Individual Settlement Payment, which is a share of the Net Settlement Amount. Based on Defendants' records, the Settlement Administrator will determine the number of workweeks worked by each participating claimant as an hourly, nonexempt employee in California between September 6, 2020, and April 30, 2025, during which worked, as well as the total number of workweeks worked by all participating PAGA claimants in California between September 16, 2023, through April 30, 2025. The Net Settlement Amount shall be divided between all participating claimants based on the number of workweeks they worked for Defendants during the Class Period. Individuals who qualify for wage and hour benefits and PAGA civil penalty benefits will qualify for both class funds; any week that applies to both the wage and hour claim and PAGA claim will be counted twice.

The maximum amount that each participating claimant is entitled to receive is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing a participating claimant's total workweeks by the total number of workweeks of all participating claimants as expressed in the following formula:

Individual Settlement Payment	=	Individual Workweeks ÷ Total Class Workweeks	X	Net Settlement Amount
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None of the parties or attorneys makes any representations regarding the tax consequences of the Settlement or your participation in it. Participating claimants should consult with a tax advisor of their choosing regarding the tax consequences of the Settlement.

According to the records of Defendants, you worked as an hourly non-exempt employees in a field position (i.e., roofers or similar general labor) employed by Defendants James A. Quaglino, Inc., dba Quaglino Roofing, in the State of California between September 6, 2020, and ending April 30, 2025, for [_____ weeks]; and between September 16, 2023, through April 30, 2025, for [_____ weeks]. Based on those numbers, your Individual Settlement Payment is estimated to be [_____]. This amount is subject to change based on the final ruling of the Court and the number of Wage and Hour Class Members who request to be excluded from the settlement.

Please be advised that the number of work weeks listed above is presumed correct unless you submit documentation proving otherwise. If you disagree with the number of weeks listed above, please submit an explanation and evidence of your proposed work weeks to the Settlement Administrator no later than (45) days after this Notice was mailed. In the event of a dispute about the correct number of work weeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without hearing or right of appeal from you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) in Department 2 of the San Luis Obispo County Superior Court, located at 1050 Monterey Street, San Luis Obispo, CA 93408. Wage and Hour Class Members will be notified of the date and time of the Final Settlement Hearing by the Settlement Administrator.

At the Final Settlement Hearing, the Court will determine (i) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Wage and Hour Class Members; (ii) whether the Wage and Hour Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s attorneys; (iv) the amount that should be awarded in costs to the Settlement Administrator; and (v) the amount that should be awarded to Plaintiff as a service payment.

At the Final Settlement Hearing, the Court will hear all objections, and arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to appear and represent yourself.

WHAT ARE YOUR OPTIONS?

A. Option 1 – Do Nothing and Participate in the Settlement

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of work weeks indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than 45 days after mailing of this Notice. The Settlement Administrator's address is 18 Technology Drive, Suite 154, Irvine, CA 92618. Phone: 1 800 355 0700. Email. info@apexclassaction.com

B. Option 2 – Object to the Settlement

If you wish to remain a Wage and Hour Settlement Class Member, but you object to the proposed settlement, or any of its terms, and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number, include your full name, grounds for objection, be signed by you, and be mailed to the Settlement Administrator at 18 Technology Drive, Suite 154, Irvine, CA 92618. Objections must be postmarked no later than forty-five (45) days after this Notice was mailed. If you submit an objection, you will still be bound by the terms of the Settlement, including the release of Released Claims above, unless the Settlement is not finally approved by the Court.

C. Option 3 – Exclude Yourself from the Settlement

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. By doing so, you will reserve the right, if you choose, to file your own lawsuit against Defendants. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than forty-five (45) days after this Notice was mailed. To be valid, your Request for Exclusion must state your full name, address, telephone number, the last four digits of your Social Security Number, contain a clear statement that you are opting out and requesting to be excluded from the settlement in this case and must be signed by you. Before opting out, it is recommended that you consult with an attorney to determine if you have a valid individual claim against the Defendants, especially

because wage and hour and PAGA claims in California have a statute of limitations that require a claimant to file a complaint within a certain timeframe.

If you do not submit a timely and valid Request for Exclusion, you will be deemed a participating claimant and will be bound by the release of Release Claims above and all other Settlement terms. Regardless of whether you submit a Request for Exclusion, you will receive your share of the employee portion of the PAGA penalties, if you worked as a non-exempt employee in California between September 16, 2023, and April 30, 2025, and will be deemed to have released any claims arising out of PAGA.

ARE THERE MORE DETAILS ABOUT THIS SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions, of the settlement, you should review the detailed “**WAGE AND HOUR CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**,” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined in person at the Court Clerk’s office, located at 1050 Monterey Street, San Luis Obispo, CA 93408.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at 18 Technology Drive, Suite 154, Irvine, CA 92618, 1(800) 355-0700. Please refer to the Quaglino Roofing Class Action Settlement. You may also contact Class Counsel, Dax B. Deason, Esq., by calling (713) 975-7301.

***PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA***