

Electronically Filed
Superior Court of California
County of Santa Cruz
July 14, 2026
Clerk of the Court by Deputy,
Semper, Miranda

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9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SANTA CRUZ**

11 REYNALDO BAJO-ISLAS, individually,
12 and on behalf of all others similarly situated
13 and aggrieved,

14 Plaintiff,

15 vs. ROSSETTAS ENTERPRISES, INC. dba
16 ROSSETTAS ROOFING, a California
corporation, and DOES 1 through 50,
inclusive,

17 Defendants.
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CASE NO. 25CV04159

Dept. 5

ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: July 13, 2026

Time: 8:30 a.m.

Dept.: 5

1 The Court, having read the papers filed regarding Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement, and having heard argument on the Motion, hereby finds and
3 ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
5 attached as Exhibit 1 to the J. Kirk Donnelly in support of Plaintiff's Motion for Preliminary
6 Approval of Class Action Settlement, filed on or about April 24, 2026, is within the range of
7 possible recovery and, subject to further consideration at the Final Approval Hearing described
8 below, is preliminarily approved as fair, reasonable, and adequate, and in the best interests of the
9 Class. The Court, for purposes of this Order, adopts all defined terms as set forth in the
10 Settlement Agreement.

11 2 For purposes of settlement only, the Court provisionally and conditionally certifies
12 a class including all current and former non-exempt California employees who worked for Defendant
13 at any time during the Class Period of September 1, 2021 through February 13, 2026.

14 3. The Court finds the Settlement Class, consisting of at least 63 members, is so
15 numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of Rossettas.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact, and these common questions include (1) whether Rossettas paid Settlement Class
20 Members for all hours worked, including overtime hours, at the correct hourly wage; (2) whether
21 Rossettas provided Settlement Class Members with all required meal periods on a compliant
22 basis; (3) whether Rossettas provided Settlement Class Members with all required rest periods on
23 a compliant basis; (4) whether Rossettas provided Settlement Class Members with compliant
24 wage statements; (5) whether Rossettas reimbursed Settlement Class Members for business
25 expenses; and (6) whether Rossettas timely paid all wages due on separation of employment.

26 5. The Court finds further the claims of named Plaintiff Reynaldo Bajo-Islas, are
27 typical of the claims of the Settlement Class, and that he will fairly and adequately protect the
28 interests of the Settlement Class. Accordingly, the Court appoints Reynaldo Bajo-Islas, as the

1 Class Representative, and appoints her counsel of record, J. Kirk Donnelly and the Law Offices
2 of J. Kirk Donnelly, APC as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to
4 other available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The
9 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
10 Class Members of the terms of the Settlement and their rights thereunder, including the right to
11 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
12 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
13 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
14 proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) and the
15 procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Apex Class Action, LLC as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
20 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
21 of this Order and the Settlement Agreement, and particularly with respect to providing the
22 Settlement Administrator all information necessary to perform its duties under the Settlement
23 Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
26 Class Counsel or any proposed representative enhancement to the Class Representatives, shall
27 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments
28 and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and

1 Class Notice.

2 10. Any member of the Settlement Class who wishes to exclude themselves from the
3 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or
4 her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement
5 Agreement and Class Notice.

6 11. A Final Approval Hearing is hereby set for October 28, 2026, at 8:30 a.m. in
7 Department 5 of the Santa Cruz County Superior Court, to consider any objections to the
8 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
9 and given full and final approval by the Court, and to determine the amount of attorney's fees and
10 costs awarded to Class Counsel, the amount of any representative enhancement award to the
11 Class Representatives, and to approve the fees and costs payable to the Settlement Administrator.
12 All legal memoranda, affidavits, declarations, or other evidence in support of the request for final
13 approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the
14 Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no
15 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the
16 right to continue the Final Approval Hearing without further notice to the Settlement Class
17 Members.

18 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
19 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
20 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

21 **IT IS SO ORDERED.**

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24 Dated: 7/13/2026 6:00:07 PM


Judge of the Superior Court

25 Timothy Schmal
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