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

CRISTIAN SANTOS, individually, on behalf
of all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

STONE ROOFING CO., INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendant.

FILED
Superior Court of California
County of Los Angeles
09/16/2026

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

Case No.: 24STCV24122
Assigned to: Hon William F. Highberger,
Dept. 10

Complaint filed: September 17, 2024
FAC filed: February 20, 2025
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: July 27, 2026
Time: 11:30 a.m.
Dept: 10

1 The Court has before it Plaintiff Cristian Santos's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement (which is referred to here as the "Settlement" or "Settlement Agreement"), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Stone Roofing Co., Inc. ("Defendant," and together with Plaintiff, the "Parties"). A
11 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
13 submitted to the Court as **Exhibit 1**.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 all current and former non-exempt employees of Defendant who worked for Defendant in the
16 State of California during the period March 23, 2020, to October 5, 2025 (the "Class Period"),
17 and who do not timely opt out of the settlement of the Class Claims (each a "Class Member",
18 collectively the "Class").

19 3. The Settlement falls within the range of reasonableness of a settlement which
20 could ultimately be given final approval by this Court, and appears to be presumptively valid,
21 subject only to any objections that may be raised at the final approval hearing and final approval
22 by this Court. The Court notes that Defendant has agreed to create a common fund of
23 \$575,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
24 Members; (b) a \$28,750.00 payment for penalties under the Private Attorneys General Act
25 ("PAGA"), with 65% of which (\$18,687.50) being paid to the LWDA (the "LWDA PAGA
26 Payment") and 35% (\$10,062.50) being paid to eligible Aggrieved Employees (as defined in
27 the Settlement Agreement) (the "Individual PAGA Payment"); (c) an enhancement award of up
28 to \$10,000.00 for Plaintiff (the "Class Representative Service Payment"); (d) Class Counsel's

attorneys' fees not to exceed 35% of the Gross Settlement Amount (currently estimated to be \$201,250.00) (the "Class Counsel Fees Payment"), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a payment to Apex Class Action, LLC. (the "Administrator") of up to \$6,990.00 (the "Administration Costs").

4. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties Payment for its share of the settlement of claims for penalties under the PAGA, and the Class Representative Service Payment should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)

Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel Kramer, Chase Stern, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action, LLC as the "Administrator" with the Administrator Costs estimated not to exceed \$6,990.00.

10. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice"). A true and correct copy of the Class Notice is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 14 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant

Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	January 11, 2027, at 10:00 a.m. December 17, 2026, at 11:30 a.m. , or first available date thereafter, in Department 10. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

IT IS SO ORDERED.

DATE: 09/16/2026



W. F. Highberger

William F. Highberger / Judge
Hon. William F. Highberger
Los Angeles County Superior Court