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Superior Court of California
County of Santa Cruz
October 29, 2026
Clerk of the Court by Deputy,
Semper, Miranda

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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

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

Plaintiff,

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

Defendants.

CASE NO. 25CV04159

ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS, AND JUDGMENT

Date: October 28, 2026
Time: 8:30 a.m.
Dept.: 5

The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument regarding the Motion, hereby finds and ORDERS as follows:

1. The Court has jurisdiction over this matter and over all parties to the action, including the members of the Settlement Class.

2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached as Exhibit 1 to the Declaration of J. Kirk Donnelly in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on or about April __, 2026, is the product of arms-length negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

3. The Settlement Class, which was provisionally certified by the Court in its July 13, 2026 Order Granting Preliminary Approval, hereby is certified under California Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes all current and former non-exempt California employees who worked for Defendant Rossettas Enterprises, Inc. dba Rossettas Roofing ("Rossettas" or "Defendant") at any time during the Class Period of September 1, 2021 to February 13, 2026.

4. The Court adjudges all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including, but not limited to, claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; and unfair competition under Business & Professions Code

sections 17200, *et seq*. The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5. The Court further adjudges all Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiff's PAGA Notice, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to PAGA claims premised on violation of Labor Code sections 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, including claims for unpaid minimum wages; failure to pay overtime; failure to separately pay for rest and recovery periods and nonproductive time; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to reimburse business expenses, failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s). The operative release period for the Released PAGA Claims is the PAGA Period.

6. Under the Settlement, Rossettas agrees to pay the Gross Settlement Amount of One Hundred Thousand Dollars and No Cents ($100,000.00). The Settlement Administrator is ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

7. The Court further orders that the Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a

copy of this Order and Judgment on its website for a minimum of sixty (60) days.

8. The Court approves an award of attorney's fees to Class Counsel in the amount of $33,333.33, and an award of costs and expenses in the amount of $3,939.90. Such amounts shall be paid as provided in the Settlement Agreement.

9. The Court approves a service payment to plaintiff and Class Representative Reynaldo Bajo-Islas in the amount of $10,000.00, and the Settlement Administrator is ordered to make such payments consistent with the terms of the Settlement Agreement.

10. The Settlement Agreement provides the Settlement Administrator, Apex Class Action, LLC, shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As set forth in the Declaration of Valeria Lopez, the Settlement Administrator is owed $4,990.00 for services rendered and to be rendered in administering the settlement. The Court therefore orders that Apex be paid the amount of $4,990.00 from the Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

11. The Court approves PAGA penalties in the amount of $2,500.00, to be paid from the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying PAGA. Of this amount, $1,625.00 will be paid to the LWDA as the state's share of the civil penalties, and the remainder of $875.00 will be distributed to the Aggrieved Employees consistent with the terms of the Settlement Agreement.

12. The Court sets a compliance review hearing regarding distribution and compliance with the Settlement Agreement for October 27, 2027, at 8:30 a.m., in Department 5 of the Santa Cruz County Superior Court. The Parties are ordered to file a joint compliance report at least ten (10) court days beforehand.

13. Under California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to

implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

14. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

15. Judgment is hereby entered as follows: Plaintiff Reynaldo Bajo-Islas and the Participating Class Members, consisting of all current and former non-exempt California employees who worked for Defendant at any time during the Class Period of September 1, 2021 to February 13, 2026, who have not otherwise opted out, shall take nothing from Defendant, except as set forth in the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: October 28, 2026

Judge of the Superior Court