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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

HECTOR SANCHEZ, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

J.R. PIERCE PLUMBING CO., INC. OF
SACRAMENTO; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00300960

[Case Assigned for All Purposes to Hon. Jill H.
Talley in Dept. 27]

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

Date: October 13, 2023

Time: 9:00 A.M.

Dept.: 27

Reservation Number: A-300960-001

Complaint Filed: May 17, 2021

FAC Filed: July 22, 2021

SAC Filed: Jun 8, 2023

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 October 13, 2023, Judge Jill Talley, presiding. The Court, having considered the papers submitted
3 in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the proposed settlement based upon the
5 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
6 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
7 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
8 Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full
9 hearing regarding final approval of the Agreement.

10 2. For purposes of this Order, the proposed Class is defined as follows:

11 “all non-exempt employees who are employed or have been
12 employed by J.R. PIERCE PLUMBING CO., INC. OF
13 SACRAMENTO, in the State of California from May 17, 2017 to
June 18, 2023.” (“Class Members” or “Class”)

14 3. The Class Period is May 17, 2017 to June 18, 2023.

15 4. The Agreement falls within the range of reasonableness and appears to be
16 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
17 and final approval by this Court.

18 5. The Court makes the following preliminary findings for settlement purposes only:

- 19 A. The Class, which consists of approximately 2,115 persons, is so numerous
20 that joinder of all members is impracticable;
- 21 B. There appear to be questions of law or fact common to the Class for purposes
22 of determining whether this Settlement should be approved;
- 23 C. Plaintiff’s claims appear to be typical of the claims being resolved through
24 the proposed settlement;
- 25 D. Plaintiff appears to be capable of fairly and adequately protecting the
interests of the Class Members in connection with the proposed settlement;
- 26 E. Common questions of law and fact appear to predominate over questions
27 affecting only individual persons in the <<Settlement.Class>. Accordingly,
28 the <<Settlement.Class> appears to be sufficiently cohesive to warrant
settlement by representation; and

1 F. Certification of the Class appears to be superior to other available methods
2 for the fair and efficient resolution of the claims of the Class.

3 6. The Court approves, as to form and content, the Notice of Class Action Settlement
4 to Class Members in substantially the form attached to the Agreement as Exhibit "A".

5 7. The Court approves the procedure for Class Members to opt out to the Agreement
6 as set forth in the Agreement and the Notice of Class Action Settlement.

7 8. The Court approves the procedure for Class Members to object to the Agreement
8 as set forth in the Agreement and the Notice of Class Action Settlement.

9 9. The Court directs the mailing of the Notice of Class Action Settlement and related
10 documents to members of the Class by first class mail in accordance with the Agreement and the
11 implementation schedule set forth below. The Court finds that the dates selected for the mailing
12 and distribution of the notice, as set forth in the following implementation schedule, meet the
13 requirements of due process and provide the best notice practicable under the circumstances and
14 shall constitute due and sufficient notice to all persons entitled thereto.

15 10. It is ordered that the settlement Class is preliminarily certified for settlement
16 purposes only.

17 11. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &
18 Kingsley, APC and as Kingsley & Kingsley, APC.

19 12. The Court confirms Hector Sanchez as Class Representative.

20 13. The Court approves Xpand Legal as the Administrator.

21 14. The Court orders that pursuant to the California Private Attorneys General Act,
22 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Agreement has been and will
23 continue to be given to the Labor & Workforce Development Agency.

24 15. A final fairness hearing on the question of whether the proposed Agreement,
25 attorneys' fees and costs to Kingsley & Kingsley, APC, the PAGA payment, and the claims
26 administration costs should be finally approved as fair, adequate, and reasonable as to the members
27 of the Class is scheduled for _____ at _____ (Pacific Time), in
28 Department 27.

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1 16. The Court orders the following Implementation Schedule for further proceedings:

3	a.	Preliminary Approval Granted	October 13, 2023
4	b.	Deadline for Defendant to Provide Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
6	c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class List from Defendant
8	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
10	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
11	f.	Deadline for Kingsley & Kingsley, APC to file Motion for Final Approval of Class Settlement	To be determined by the Court
14	g.	Deadline for Kingsley & Kingsley, APC to file Motion for Attorneys' Fees	To be determined by the Court
16	h.	Final Approval Hearing	

18 17. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
19 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
20 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
21 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,
22 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
23 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
24 of the Parties to the litigation, as more specifically set forth in the (“Agreement.

25 18. IT IS FURTHER ORDERED that, pending further Order of this Court, all
26 proceedings in this matter except those contemplated herein and in the Agreement are hereby
27 stayed.

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1 19. The Court expressly reserves the right to adjourn or continue the Final Fairness
2 Hearing from time to time without further notice to members of the Class.

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4 **DATED:** _____
5 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 20, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

COOK BROWN LLP

Carrie E. Bushman

cbushman@cookbrown.com

Linda Johnston

ljohnston@cookbrown.com

Zachary H. Rankin

zrankin@cookbrown.com

2407 J Street, Second Floor

Sacramento, CA 95816

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 20, 2023, at Woodland Hills, California.



Michelle Tanzer