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FILED
Superior Court of California
County of Sacramento
06/07/2024
T. Shaddix, Deputy

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-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Jill H.
Talley in Dept. 23]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: June 7, 2024
Time: 9:00 AM
Dept.: 23

Complaint Filed: May 17, 2021
FAC Filed: July 22, 2021
SAC Filed: June 8, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Hector Sanchez
3 (“Class Representative” or “Plaintiff”) against Defendant J.R. PIERCE PLUMBING CO., INC.
4 OF SACRAMENTO (“Defendant”). The Motion for Final Approval of Class Action Settlement
5 came before this Court, on June 7, 2024.

6 **WHEREAS**, Judge Jill H. Talley granted preliminary approval of the Class Action and
7 PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of
8 Kelsey M. Szamet as Exhibit “1”, on October 13, 2023.

9 **WHEREAS**, Plaintiff Hector Sanchez has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet, Hector Sanchez; and Maria Perez Vegara of Xpand Legal; and the supporting documents
16 annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

1 administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Class Members which, as to the Agreement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
9 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
10 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
11 of the Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Agreement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Class is hereby made final. The Class is defined as: "all non-exempt employees
21 who are employed or have been employed by J.R. PIERCE PLUMBING CO., INC. OF
22 SACRAMENTO, in the State of California from May 17, 2017 to June 18, 2023". (the "Class").

23 10. The "Class Period" is from May 17, 2017 to June 18, 2023.

24 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
25 defined as: "all non-exempt employees who are employed or have been employed by J.R. PIERCE
26 PLUMBING CO., INC. OF SACRAMENTO, in the State of California from May 17, 2020 to
27 June 18, 2023." (the "Aggrieved Employees")

28 12. The PAGA Period is May 17, 2020 to June 18, 2023.

1 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
3 the Agreement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendant.

6 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
7 Member shall fully release and discharge the Released Parties pursuant to the following release
8 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
9 California Civil Code § 1542, which provides:

10 “All Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, release Released
13 Parties from any and all claims, debts, liabilities, demands,
14 obligations, penalties, guarantees, costs, expenses, attorney’s fees,
15 damages, actions or causes of action of whatever kind or nature,
16 whether known or unknown, contingent or accrued, potential or
17 actual, that are alleged, or that reasonably could have arisen out of
18 the same facts alleged in the Operative Complaint and the PAGA
19 Letter during the Class Period, including: (1) Failure to Pay Wages
20 and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199;
21 (2) Failure to Provide Meal Periods Pursuant to Labor Code §§
22 226.7 and 512 and IWC Wage Orders 4-2001 and 16-2001; (3)
23 Failure to Reimburse Business Expenses under Labor Code § 2802
24 and IWC Wage Orders 4-2001 and 16-2001; (4) Failure to Provide
25 Accurate Itemized Wage Statements Pursuant to Labor Code §
26 226(a) and IWC Wage Orders 4-2001 and 16-2001; (5) Waiting
27 Time Penalties Pursuant to Labor Code §§ 201- 203; (6) Violation
28 of Business & Professions Code §§ 17200-17208; and (7) Penalties
 Pursuant to Labor Code § 2699, et seq. Except as set forth in Section
 5.1 of this Agreement, 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.

24 15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff the aggrieved
25 employees shall fully release and discharge the Released Parties pursuant to the following release,
26 which provides:

27 “All Aggrieved Employees are deemed to release, on behalf of
28 themselves and their respective former and present representatives,
 agents, attorneys, heirs, administrators, successors, and assigns, the

Released Parties from all claims for PAGA penalties during the PAGA Period, whether known or unknown, contingent or accrued, potential or actual, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice and Amended PAGA Notice including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, 1198, and 1199; (2) Failure to Provide Meal Periods Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 and 16-2001; (3) Failure to Reimburse Business Expenses under Labor Code § 2802 and IWC Wage Orders 4-2001 and 16-2001; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a) and IWC Wage Orders 4-2001 and 16-2001; (5) Waiting Time Penalties Pursuant to Labor Code §§ 201- 203; (6) Violation of Business & Professions Code §§ 17200-17208; and (7) Penalties Pursuant to Labor Code § 2699, et seq.

16. Plaintiff and all Class Members who have not been timely and properly excluded from the Class , and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

17. The Agreement provides that the Gross Settlement Amount is four hundred thousand dollars and zero cents (\$400,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC, as Class Counsel in the Action.

20. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light

of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$133,320.00 shall be paid for attorney fees and \$14,342.30 shall be paid for litigation costs.

21. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative Enhancement Payment shall be allocated to Class Representative Hector Sanchez.

22. The unopposed application of Class Counsel for claims administration fees to Xpand Legal is hereby granted. Of the Gross Settlement Amount, \$25,000.00 shall be paid for settlement administration fees.

23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

24. The Court approves the PAGA Penalties in the amount of \$12,000.00. The Court approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development Agency ("LWDA") in the amount of \$9,000.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$3,000.00 shall be allocated to the Net Settlement Amount for distribution to the Class Members.

25. If a Class Member does not cash his or her settlement check by the void date, the uncashed funds shall be transmitted by the Administrator to the Legal Services of Northern California, a nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) in the name of the class member who did not cash his or her Individual Class Payment check.

26. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

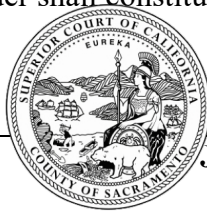
27. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Class Members under the Stipulation.

28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration

1 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
2 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
3 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
4 Settlement. Any disputes or controversies arising with respect to the interpretation,
5 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
6 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
7 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

8 29. This Final Order shall constitute a final judgment.

9
10 DATED: 06/07/2024



Jill Talley
11 JUDGE OF THE SUPERIOR COURT
12 Jill Talley
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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 May 14, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** 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

[XX] 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.

[XX] 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).

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

Executed on May 14, 2024, at Woodland Hills, California.



Michelle Tanzer