ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 291697
NAME: Max W. Gavron
FIRM NAME: Diversity Law Group
STREET ADDRESS: 515 S. Figueroa Street, Suite 1250
CITY: Los Angeles STATE: CA ZIP CODE: 90071
TELEPHONE NO.: 213-488-6555 FAX NO.:
EMAIL ADDRESS: mgavron@diversitylaw.com
ATTORNEY FOR *(name)*: Plaintiff Gerardo Negrete

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER
STREET ADDRESS: 10820 Justice Center Drive
MAILING ADDRESS:
CITY AND ZIP CODE: Roseville, California 95678
BRANCH NAME: Hon. Howard G. Gibson Courthouse

PLAINTIFF/PETITIONER: Gerardo Negrete
DEFENDANT/RESPONDENT: ACE Hardware Corporation

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: S-CV-0047322

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

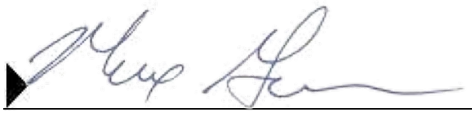
TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: July 14, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 21, 2026

Max W. Gavron
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

www.courts.ca.gov

PLAINTIFF/PETITIONER: Gerardo Negrete DEFENDANT/RESPONDENT: ACE Hardware Corporation	CASE NUMBER: S-CV-0047322

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   ***See attached Proof of Service

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached: 9

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 21, 2026

Olympia Peña
(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Keaton Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated and aggrieved

[*Additional Counsel on Next Page*]

Filed - 07/14/2026
Electronically filed by Superior Court of California
County of Placer on 07/14/2026
Jake Chatters, Clerk of the Court
By B. Baldock Deputy Clerk

Electronically Submitted on 06/10/2026 4:27 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

GERARDO NEGRETE, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

ACE HARDWARE CORPORATION, a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: S-CV-0047322

[Assigned to the Hon. Jeffrey Penney in Dept. 40]

~~[PROPOSED]~~ **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Hali M. Anderson (SBN 261816)
handerson@archlegal.com
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Telephone: (866) 940-5045

Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated and aggrieved

This Court, having considered the motion of plaintiffs Gerardo Negrete, Bennett Ley, Amolak Dhaliwal, Kaitlyn Chapman, Emilia Long, and Ricardo Lupio (collectively, "Plaintiffs"), for Preliminary Approval of the Class Action and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the declarations in support, the Settlement Agreement of Class Action and Private Attorneys General Act Claims (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members" or "Class Members") for the purpose of settlement only: all persons who worked for defendant Ace Hardware Corporation ("Defendant") as non-exempt, hourly paid employees, including any non-exempt drivers in the State of California, at any time from May 20, 2020, through November 28, 2025 ("Class Period").

3. The Court preliminarily appoints the named Plaintiffs as Class Representatives. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel, of Bibiyan Law Group, P.C.; Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.; Kelsey A. Webber of Webber & Egbert Employment Law, P.C.; and Hali M. Anderson and Alex M. Kuner of ARCH Legal, P.C. as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that

extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive, and arms-length negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. "PAGA Aggrieved Employees" or "Aggrieved Employees" means all persons who worked for Defendant as non-exempt, hourly paid employees including any non-exempt drivers in the State of California at any time from July 15, 2020, through November 28, 2025 ("PAGA Period").

8. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $1,650,000.00 which is inclusive of: attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to $577,500.00, in addition to actual costs incurred of up to $100,000.00; a service award of $10,000.00 to each of the Plaintiffs, for a total amount of $60,000.00 to Plaintiffs; costs of settlement administration of no more than $22,390.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of $100,000.00, of which $75,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $25,000.00 (25%) to PAGA Aggrieved Employees.

9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

10. The Settlement was negotiated based on Defendant's representation that there are approximately 150,000 workweeks worked by the Settlement Class from May 20, 2020, through July 1, 2025 (the "Estimated Workweeks"). If the number of work weeks actually worked by the Settlement Class during the same period of time from May 20, 2020, through November 28, 2025 (the "Actual Workweeks'') is greater than 10% of the Estimated Workweeks, then the Gross Settlement Amount will be increased by the same percentage above 10%, such that the Gross Settlement Amount shall be increased by one (1) percent for every one percent increase in workweeks over the ten 10% threshold. There shall be no increase in the Gross Settlement Amount if the total number of Actual Workweeks is 165,000 (10% above 150,000), or less.

11. The Court deems, APEX Class Action Administration ("Settlement Administrator," "Administrator," or "APEX"), and payment of administrative costs, not to exceed $22,390.00 out of the Gross Settlement Amount for services to be rendered by APEX on behalf of the class.

12. Within fourteen (14) calendar days of entry of the Preliminary Approval Order of this Settlement, Defendant will provide the Settlement Class Member List and PAGA Aggrieved Employee List to the Settlement Administrator, which shall be used solely for the administration of the Settlement and for no other purpose, and shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of the Settlement. "Settlement Class Member List" means the list of all Settlement Class Members that Defendant will diligently and in good faith compile from its records to accurately reflect employees' names, last known mailing address, Social Security number, and workweeks worked during the Class Period. "PAGA Aggrieved Employee List" means the list of all PAGA Aggrieved Employees that Defendant will diligently and in good faith compile from its records to accurately reflect employees' names, last known mailing address, Social Security number, and pay periods worked by the PAGA Aggrieved Employees during the PAGA Period.

13. The Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes and, if necessary, perform reasonable skip-tracing efforts to locate employees. If a new address is

obtained by way of a returned Class Notice, the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. mail indicating on the original Class Notice the date of such re-mailing.

14. Within twenty-one (21) calendar days after receipt of the Settlement Class Member List, the Settlement Administrator shall mail a class notice to Settlement Class via first-class regular U.S. mail.

15. "Objection/Exclusion Deadline Date" means Settlement Class Members will have thirty (30) calendar days from the mailing of the Class Notice to opt-out or submit written objections to the Class Settlement.

16. The Class Notice shall provide that individuals in the Settlement Class who wish to object to the Settlement must submit a written statement to the Settlement Administrator objecting to the Settlement no later than the Objection/Exclusion Deadline Date. A written objection must contain a statement in substance explaining that the Settlement Class individual objects to the Settlement Agreement and the reasons for objecting; contain the full name, address, telephone number, and last four digits of the Social Security number of the objecting Settlement Class individual; be signed by the Settlement Class individual; and, be postmarked on or before the Objection/Exclusion Deadline Date. Alternatively, Class Members may appear at the Final Approval Hearing to object to the Settlement.

17. The Class Notice shall provide that individuals in the Settlement Class who wish to exclude themselves from the Settlement Class must submit to the Settlement Administrator a personally signed, written statement requesting exclusion from the Settlement Class on or before the Objection/Exclusion Deadline Date. Such written request for exclusion must contain the name, address, telephone number and last four digits of the Social Security number of the person requesting exclusion, must be returned by mail to the Settlement Administrator at the specified address, must be signed by the person requesting exclusion personally, and must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

18. Any individual in the Settlement Class who opts out of the Settlement Class will not be entitled to any recovery under the Class Settlement (which refers to claims encompassed by the Class Payout Fund and excludes the PAGA claims) and will not be bound by the Settlement as it relates to the Class Settlement or have any right to object, appeal or comment in court on the Class Settlement. Any and all individuals in the Settlement Class who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Settlement and any final judgment entered in the Lawsuits if the Settlement is approved by the Court.

19. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

20. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by pursuant to the deadlines in Code of Civil Procedure section 1005, subdivision (b).

21. A Final Fairness and Approval Hearing shall be held with the Court on November 5, 2026, at 8:30 a.m. in Department 3 ~~40~~ of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Members.

22. Checks paid to PAGA Aggrieved Employees and Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be tendered by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division in the name of each Settlement Class Member and PAGA Aggrieved Employee.

/ / /

IT IS SO ORDERED.

Michael W. Jones

DATED: July 14. 2026

Michael W. Jones
Judge of the Superior Court

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On July 21, 2026, I served the following document(s) described as: **NOTICE OF ENTRY OF ORDER** on the interested parties in this action as follows:

Brooke Sikora Purcell Shayla M. Griffin SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Four Embarcadero Center, 17th Floor San Francisco, CA 94111-4109 *Attorneys for Defendant Ace Hardware Corporation*	VIA E-SERVICE bpurcell@sheppardmullin.com smgriffin@sheppardmullin.com
Kelsey A. Webber Shaelyn A. Stewart WEBBER & EGBERT EMPLOYMENT LAW, P.C 1610 R Street, Suite 300 Sacramento, CA 95811 *Attorneys for Plaintiffs*	VIA E-SERVICE Kelsey.Webber@webberlawgroup.com Shaelyn.Stewart@webberlawgroup.com
Vedang J. Patel Keaton Mendoza BIBIYAN LAW GROUP, P.C. 1460 Westwood Boulevard Los Angeles, California 90024 *Attorneys for Plaintiffs*	VIA E-SERVICE vedang@tomorrowlaw.com kmendoza@tomorrowlaw.com
Hali M. Anderson ARCH Legal, P.C. 3555 Fifth Avenue, Suite 200 San Diego, CA 92103 *Attorneys for Plaintiffs*	VIA E-SERVICE handerson@archlegal.com

__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website

www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 21, 2026, at Los Angeles, California.



Olympia Peña