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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

10 JAIME GONZALEZ, individually and on behalf
11 of himself and all others similarly situated,

12 Plaintiff,

13 v.

14 PROBUILD COMPANY, LLC, a Delaware
15 limited liability company, doing business as
16 DIXIELINE LUMBER & HOME CENTERS;
BUILDERS FIRSTSOURCE, INC., entity type
unknown; and DOES 1-50, inclusive,

17 Defendants.
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Case No. CVRI2105278

Assigned for All Purposes To:
Hon. Harold W. Hopp, Dept. 1

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION AND
PAGA SETTLEMENT AND SETTING
HEARING FOR FINAL APPROVAL**

Date: December 13, 2024
Time: 8:30 a.m.
Dept.: 1

Complaint filed: November 19, 2021
Trial Date: None set

1 The Court, having read and considered the papers filed in support of Plaintiff's Motion For
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Class Action and PAGA
3 Settlement Agreement and Class Notice ("Settlement Agreement"), and other documents, having
4 considered the arguments of counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Settlement Agreement between by Plaintiff Jaime Gonzalez ("Plaintiff") and
6 defendants ProBuild Company LLC (now known as BFS Group LLC, a Delaware Limited Liability
7 Company (amended foreign name) and BFS Group of California LLC, a Delaware Limited Liability
8 Company (amended California alternate name))and Builders FirstSource, Inc. (collectively,
9 "Defendants") is preliminarily approved as the terms of the Settlement fall within the range of approval
10 as fair, adequate, and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds
11 that the Settlement is the result of arm's-length negotiations conducted after Plaintiff and his counsel
12 adequately investigated the claims and became familiar with the strengths and weaknesses of the claims.
13 The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that
14 the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any
15 objections that may be raised at the Final Fairness Hearing and Final Approval by this Court.

16 2. This Order incorporates by reference all defined terms set forth in the Settlement, which is
17 attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiff's Motion For
18 Preliminary Approval of Class Action and PAGA Settlement, which was heard on December 13, 2024.

19 3. The following persons are provisionally certified as "the Class" or "Class Members" for
20 settlement purposes only: "all current and former non-exempt employees of Defendants who worked for
21 Defendants within California at any time from October 4, 2020 to March 24, 2024." Class Members who
22 timely opt-out of the Settlement will not be bound by the release of the Released Class claims, but will
23 nonetheless be bound by the release of the Released PAGA Claims, as defined in the Settlement, if they
24 were employed by Defendants during the PAGA Period. The "PAGA Period" is November 20, 2020 to
25 March 24, 2024.

26 4. The proposed Class satisfies the requirements for certification under California Code of
27 Civil Procedure section 382 because Class Members are readily ascertainable, and a well-defined
28 community of interest exists in the questions of law and fact affecting the Parties.

1 5. Plaintiff Jaime Gonzalez is appointed as the Class Representative. James Hawkins,
2 Christina Lucio, and Mitchell Murray of James Hawkins APLC are appointed as Class Counsel.

3 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best
4 notice practicable. The proposed Court Approved Notice of Class Action Settlement and Hearing Date for
5 Final Court Approval ("Class Notice"), attached as Exhibit A to the Settlement, is sufficient to inform
6 Class Members of the terms of the Settlement, their rights to receive monetary payments under the
7 Settlement and the date and location of the final approval hearing. In addition, the Class Notice fairly,
8 plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition
9 of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Plaintiff and Class
10 Counsel's application for the Class Representative Enhancement Payment, and Class Counsel's request
11 for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated
12 payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the
13 Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and
14 (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court
15 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are
16 satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement.
17 Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make
18 clarifications, to the extent the same are found or needed, so long as such corrections do not materially
19 alter the substance of the Class Notice and other notice documents.

20 7. The Court preliminarily approves the settlement of Plaintiff's PAGA claims under the
21 California Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")
22 according to the terms and conditions in the Settlement. The Court also finds that a copy of the proposed
23 Settlement was provided to the California Labor and Workforce Development Agency ("LWDA").

24 8. Apex Class Action LLC is appointed to act as the Administrator, pursuant to the terms set
25 forth in the Settlement. The Administrator is ordered to carry out the Settlement according to the terms of
26 the Settlement and in conformity with this Order, including disseminating the Class Notice according to
27 the notice plan described in the Settlement.

28 9. The procedures and 45-day deadline for Class Members to request exclusion from or to

1 object to the Settlement are adopted as described in the Settlement. Any Class Member who intends to
2 object to final approval of the Settlement must submit an objection to the Administrator by mail in
3 accordance with the Settlement.

4 10. The Parties are ordered to carry out the Settlement according to the terms of the Settlement.

5 11. A final approval hearing will be held on _____, at _____ a.m./p.m., to
6 determine whether the Settlement should be granted final approval as fair, reasonable, and adequate as to
7 the Settlement Class Members. The Court reserves the right to continue the date of the final approval
8 hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further
9 applications arising out of or in connection with the Settlement.

10 12. The Motion for Final Approval of the Settlement, including requests to approve the Class
11 Representative Enhancement Payment and Class Counsel's Fees Payment, shall be filed and served no
12 later than 16 court days before the final approval hearing.

13 13. In the event the Settlement is not fully and finally approved, or otherwise does not become
14 effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and
15 shall be vacated, and the Parties shall revert to their respective positions as of before entering into the
16 Settlement. If the Settlement does not become final for any reason, the fact that the Parties were willing
17 to stipulate to settlement and the circumstances, proceedings and documents related to the proposed
18 settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether
19 through issue preclusion or estoppel or otherwise.

20 **IT IS SO ORDERED.**

21 Dated: _____

22 _____
23 Hon. Harold W. Hopp
24 Judge, Riverside County Superior Court
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