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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

FRANCISCO ARROYO MORA on behalf
of himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

STERLING PLUMBING, INC.; and DOES
1-100,

Defendants.

Case No. 30-2024-01371468-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING
OF FINAL APPROVAL HEARING DATE**

Date: June 12, 2025
Time: 2:00 p.m.
Department: CX-102
Reservation No.: 74513908

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Francisco Arroyo Mora (“Plaintiff”) has applied to
4 this Court for an order preliminarily approving the settlement of the Action in accordance with the
5 Joint Stipulation and Settlement Agreement (the “Agreement”), which together with the exhibit
6 annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of
7 judgment upon the terms and conditions set forth therein. The Parties’ Agreement is attached
8 hereto as **Exhibit 1**. The Court has read and considered the Memorandum of Points and Authorities
9 in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement,
10 Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and
11 the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms
12 as set forth in the Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
15 approval and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Agreement falls within the range of reasonableness meriting possible final
17 approval.

18 2. The certification of the Class solely for purposes of settlement is appropriate in that:
19 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
20 impracticable; (2) there are questions of law and fact common to the Class which predominate
21 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
22 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
23 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
24 is superior to other available methods for the fair and efficient adjudication of the controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
2 Representative, and his appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as
4 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The notice of proposed class action settlement attached as **Exhibit A** hereto
7 complies with due process because the notice of proposed class action settlement is reasonably
8 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
9 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
10 exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for
11 class notice and settlement administration is the best notice practicable under the circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary
14 approval, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are
16 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All
18 hourly, non-exempt employees of Defendant Sterling Plumbing, Inc. ("Defendant") who worked
19 in California at any time from November 4, 2022, to October 28, 2024.

20 3. The Agreement provides for the following release as to Participating Class
21 Members,¹ which is hereby approved conditionally: Participating Class Members will release
22 Defendant and the Released Parties² from all claims asserted at any time in the operative complaint
23 and from all other claims that could have been asserted based on the facts alleged in the operative

24 ¹ Participating Class Members are Class Members who do not submit a valid and timely request to
25 exclude themselves from the Settlement.

26 ² The Released Parties are Defendant and its past and present officers, directors, owners, parents,
27 subsidiaries, divisions, related companies, Employee Stock Ownership Plans, employees,
28 representatives, affiliates, administrators, attorneys, agents, consultants, shareholders, joint
ventures, predecessors, successors, fiduciaries, beneficiaries, subrogees, executors, insurers,
employee benefit plans, and/or assigns of said entities and individuals.

1 complaint and/or the PAGA Letter. This release will be for the Class Period of November 4, 2022,
2 to October 28, 2024.

3 4. This settlement also releases claims under the Private Attorneys General Act of
4 2004 ("PAGA"). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
5 Class Members who worked during the period of time from November 4, 2022, to October 28,
6 2024. PAGA Aggrieved Employees may not request to be excluded from the PAGA portion of the
7 settlement, including the Released PAGA Claims. All PAGA Aggrieved Employees will receive
8 a portion of the PAGA Fund.

9 5. The Agreement provides for the following release as to PAGA Aggrieved
10 Employees, which is hereby approved conditionally: Aggrieved Employees shall release
11 Defendant and the Released Parties from all claims for civil penalties under the California Labor
12 Code and the Private Attorneys General Act predicated upon the claims asserted in the PAGA
13 Letter and the operative complaint and from all other claims that could have been asserted based
14 on the facts alleged in the PAGA Letter and the operative complaint. This release will be for the
15 period of time from November 4, 2022, to October 28, 2024.

16 6. The settlement appears to be fair, adequate and reasonable to the Class. The
17 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
18 only to any objections that may be raised at the final approval hearing and final approval by this
19 Court.

20 7. Plaintiff Francisco Arroyo Mora is conditionally approved as the Class
21 Representative for the Class.

22 8. The proposed Class Representative Enhancement Payment of \$5,000 payable to
23 Plaintiff Francisco Arroyo Mora for his services as class representative is conditionally approved.

24 9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

25 10. The proposed awards of up to \$79,766.66 in attorneys' fees and up to \$22,500 in
26 actual costs payable to Class Counsel are conditionally approved.

27 11. A final approval hearing on the question of whether the settlement, attorneys' fees

1 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
2 approved as fair, reasonable and adequate as to Class Members is scheduled in Department CX102
3 on the date and time set forth in the Implementation Schedule below.

4 12. The Court confirms Apex Class Action Administration as the Settlement
5 Administrator.

6 13. The proposed payment of up to \$7,500 in costs to Apex Class Action
7 Administration for its services as the Settlement Administrator is conditionally approved.

8 14. The Court also hereby conditionally approves and orders payment from the Gross
9 Settlement Fund of the PAGA Payment of \$50,000 (75% of which shall be paid to the Labor and
10 Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved
11 Employees).

12 15. The Court approves, as to form and content, the Notice of Class Action Settlement
13 in substantially the form attached as **Exhibit A** hereto. The Notice of Class Action Settlement
14 shall be accompanied by a Request for Exclusion Form, a Formal Objection Form, and a
15 Workweek Dispute Form that Settlement Class Members may use. The Court approves, as to form
16 and content, the Request for Exclusion Form, the Formal Objection Form, and the Workweek
17 Dispute Form attached hereto as **Exhibits B, C, and D**, respectively. The Court approves the
18 procedure for Class Members to participate in, to opt out of, to object to, and to dispute the
19 workweeks attributed to them by, the settlement as set forth in the notice.

20 16. The Court directs the mailing of the notice of class action settlement by first class
21 mail to Class Members in English and Spanish language in accordance with the Implementation
22 Schedule below. The Court finds the dates selected for the mailing and distribution of the notice,
23 as set forth in the Implementation Schedule, meet the requirements of due process and provide the
24 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
25 persons entitled thereto.

26 **IV. IMPLEMENTATION SCHEDULE**

27 The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator:	14 calendar days after entry of this Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days after receipt of the Class Data
Deadline for Class Members to Postmark Requests for Exclusion and Objections (“Response Deadline”)	45 calendar days after mailing of Notice to Class Members
Deadline for Class Members Submit Disputes by Mail or Telephone	45 calendar days after mailing of Notice to Class Members
Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion and Objections	45 calendar days after Response Deadline
Deadline for Class Members with Re-Mailed Class Notices to Submit Disputes by Mail or Telephone	45 calendar days after Response Deadline
Deadline for Class Counsel to file a Motion for Final Approval	November 7, 2025 [16 court days before Final Approval Hearing]
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	November 7, 2025 [16 court days before Final Approval Hearing]
Final Approval Hearing and Final Approval	December 4, 2025, at 2:00 p.m.

IT IS SO ORDERED.

Dated: _____, 2025

By _____
Honorable Layne H. Melzer
Orange County Superior Court Judge