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16 all others similarly situated, and on behalf of the general public

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF ORANGE**

19 FRANCISCO ARROYO MORA on behalf of
20 himself, all others similarly situated, and on
21 behalf of the general public,
22 Plaintiffs,

23 v.

24 STERLING PLUMBING, INC.; and DOES
25 1-100,
26 Defendants.

CASE NO. 30-2024-01371468-CU-OE-CXC

*[Assigned for all purposes to the Honorable Layne
H. Melzer; CX102]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND ENTERING
FINAL JUDGMENT**

Date: March 5, 2026
Time: 2:00 p.m.

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion
3 for Final Approval") came before this Court, the Honorable Layne H. Melzer, presiding, on
4 March 5, 2026. The Court having considered the papers submitted in support of the Motion for
5 Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

6 1. All terms used herein shall have the same meaning as defined in the Parties' Class
7 Action and PAGA Settlement Agreement ("Settlement Agreement") and the Order Granting
8 Plaintiff Francisco Arroyo Mora's Motion for Preliminary Approval of Class and PAGA
9 Representative Action Settlement ("Preliminary Approval Order").

10 2. The Court finds that the applicable requirements of California Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
12 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
13 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
14 hereby defined to include all persons who worked for Defendant as non-exempt, hourly paid
15 employees in the State of California at any time from November 4, 2022, to October 28, 2024
16 ("Class" or "Class Members").

17 3. The "Aggrieved Employees" are defined to include all persons who worked for
18 Defendant as non-exempt, hourly paid employees in the State of California at any time from
19 November 4, 2022, to October 28, 2024.

20 4. The Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the proceeding.

22 5. The Court Approved Notice of Class Action Settlement and Hearing Date for
23 Final Approval ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The
24 Class Notice informed the Class of the material terms of the settlement, of their right to receive
25 a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the
26 settlement, of their right to comment upon or object to the settlement and to appear in person or
27 through counsel at the Final Approval Hearing and of the date set for the Final Approval Hearing.
28 Adequate periods of time were provided by each of these procedures.

1 6. In response to the Class Notice, no member of the Class submitted a written
2 objection to the settlement or stated an intention to appear at the Final Approval Hearing. In
3 addition, no member of the Class submitted a request to be excluded from the settlement.

4 7. The Court finds and determines that this notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding approval of the settlement based on the Class Members' response. The Court finds and
7 determines that the Class Notice was the best notice practicable under the circumstances and
8 satisfied the requirements of law and due process.

9 8. The Court further finds and determines that the terms of the settlement are fair,
10 reasonable, and adequate to the Class and to each Class Member

11 9. Pursuant to California law, the Court hereby grants final approval of the
12 settlement. The Court finds that the settlement was reached as a result of informed and non-
13 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
14 the Parties conducted extensive investigation, research, and discovery and that their attorneys
15 were able to reasonably evaluate their respective positions. The Court also finds that settlement
16 will enable the Parties to avoid additional and potentially substantial litigation costs, as well as
17 delay and risks if the Parties were to continue to litigate the case. The Court has considered the
18 absence of objections and requests for exclusion from the settlement, reviewed the monetary
19 recovery provided as part of the settlement, and recognizes the significant value accorded to the
20 Class. Accordingly, the Court hereby approves the terms set forth in the Settlement Agreement
21 and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the
22 Parties to effectuate the settlement according to its terms.

23 10. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
27 timely and valid request for exclusion from the settlement to the Settlement Administrator
28

1 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
2 Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

3 11. In exchange for a portion of the Net Settlement Amount, upon the date that the
4 settlement funds are paid in full by Defendant, all Participating Class Members shall be deemed
5 and are deemed to have conclusively released and forever discharged the Released Parties from
6 the Released Class Claims, as defined in the Settlement Agreement.

7 12. In exchange for a portion of the PAGA Payment, upon the date that the settlement
8 funds are paid in full by Defendant, all PAGA Aggrieved Employees shall be deemed and are
9 deemed to have conclusively released and forever discharged the Released Parties from the
10 Released PAGA Claims, as defined in the Settlement Agreement.

11 13. The Court hereby confirms David Mara, Jill Vecchi, and Carter Cordura of Mara
12 Law Firm, PC, and Colette Mahon of Lawyers for Employee and Consumer Rights as Class
13 Counsel in this action.

14 14. The Court hereby confirms Plaintiff Francisco Arroyo Mora as the Class
15 Representative in this action.

16 15. The Court finds and determines that the Individual Settlement Shares provided
17 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
18 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
19 amounts be made to the Participating Class Members in accordance with the terms of the
20 Settlement Agreement.

21 16. The Court finds and determines the Class Representative Enhancement Payment
22 in the sum of \$5,000 to Plaintiff Francisco Arroyo Mora is fair and reasonable. The Court hereby
23 orders the Settlement Administrator to make the payment to the Plaintiff/Class Representative
24 Francisco Arroyo Mora in the amount of \$5,000 for the Class Representative Enhancement
25 Payment in accordance with the terms of the Settlement Agreement.

26 17. The Court finds and determines that the payment to the Settlement Administrator,
27 Apex Class Action LLC, in the sum of \$6,990 for its fee and expenses incurred and to be incurred
28 for the notice and settlement administration process is fair and reasonable. The Court hereby

1 orders the Settlement Administrator to make payment to itself in the amount of \$6,990 for
2 Administration Costs in accordance with the terms of the Settlement Agreement.

3 18. Pursuant to the terms of the settlement, and the authorities, evidence and argument
4 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
5 \$79,766.66 and a Cost Award of \$14,966.84 to Class Counsel. The Court finds such amounts to
6 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment
7 to Class Counsel in the amount of \$79,766.66 for attorneys' fees and \$14,966.84 for litigation
8 expenses in accordance with the terms of the Settlement Agreement.

9 19. The Court finds and determines that the payment to the Labor and Workforce
10 Development Agency ("LWDA"), in the sum of \$37,500 (which is 75% of the \$50,000 allocated
11 to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement
12 Administrator to make the payment to the LWDA in the amount of \$37,500 for the PAGA
13 payment in accordance with the terms of the Settlement Agreement. The Court orders that the
14 remaining amount of \$12,500 be distributed to PAGA Aggrieved Employees in accordance with
15 the terms of the Settlement Agreement.

16 20. Neither Defendant nor any related persons or entities shall have any further
17 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
18 except as provided for by the Settlement Agreement. Pursuant to the terms of the Settlement
19 Agreement, Defendant shall not be liable for more than the agreed upon Gross Settlement
20 Amount.

21 21. The Court finds and determines that the release contained in the Settlement
22 Agreement is appropriate and shall bind all Participating Class Members.

23 22. Nothing in this Final Approval Order and Judgment shall preclude any action to
24 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
25 Approval Order and Judgment, including the requirement that Defendant make payments to
26 Settlement Class Members in accordance with the Settlement Agreement.

23. The Court finds and determines that nothing in the Settlement Agreement or this Final Approval Order and Judgment is intended or will be construed as an admission of liability or wrongdoing by Defendant.

24. The Court hereby enters final judgment in this action in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

25. A settlement compliance hearing will be set for March 4, 2027, at 2:00 p.m. A declaration from the settlement administrator must be filed at least 15 days prior to the compliance hearing.

26. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Final Approval Order and Judgment.

27. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

28. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated:

Honorable Layne H. Melzer
Superior Court Judge