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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

FRANK TOWNS and STEVEN QUIRINO,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CORE & MAIN LP, a limited partnership; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 37-2024-00006393-CU-OE-CTL

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: September 18, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacall
Dept.: 63

Date Action Filed: February 13, 2024
Trial Date: Not set

The motion of Plaintiffs Frank Towns and Steven Quirino (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Core & Main LP (“Defendant”) and for an award of attorneys’ fees and costs, service payments,

1 and the fees of the Administrator duly came on for hearing on September 18, 2026 before the
2 Honorable Katherine Bacal.

3 **I.**

4 **FINDINGS**

5 Based on the oral and written argument and evidence presented in connection with the
6 motion, the Court makes the following findings:

7 1. All terms used herein shall have the same meaning as defined in the Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation pending before
9 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
10 including the Class.

11 3. Based on a review of the papers submitted by Plaintiffs and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand
13 Dollars (\$500,000.00) and the terms set forth in the Agreement are fair, reasonable, and adequate.

14 4. The Court further finds that the Settlement was the result of arm's length
15 negotiations conducted after Class Counsel had adequately investigated the claims and became
16 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
17 Settlement, the significant risks relating to certification, liability, and damages issues, and the
18 assistance of an experienced mediator in the settlement process, among other factors, support the
19 Court's conclusion that the Settlement is fair, reasonable, and adequate.

20 **Preliminary Approval of the Settlement**

21 5. On April 16, 2026, the Court granted preliminary approval of the Settlement. At
22 this same time, the Court approved conditional certification of the Class for settlement purposes
23 only.

24 **Notice to the Class**

25 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
26 by first class mail to members of the Class at their last known addresses on or about May 27,
27 2026. Mailing of the Class Notice to their last known addresses was the best notice option under
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1 the circumstances and was reasonably calculated to communicate actual notice of the litigation
2 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
3 accurately informed the Class Members of all material elements of the proposed Settlement and of
4 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
5 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
6 laws of the State of California, the United States Constitution, due process and other applicable
7 law. The Class Notice fairly and adequately described the Settlement and provided Class
8 Members adequate instructions and a variety of means to obtain additional information.

9 7. The Response Deadline for opting out of the Class or submitting written objections
10 to the Settlement was July 27, 2026, which was extended by 14 days for re-mailed Class Notices.
11 There was an adequate interval between mailing of the Class Notice and the response deadline to
12 permit Class Members to choose what to do and act on their decision. A full opportunity has been
13 afforded to the Participating Class Members to participate in this hearing, and all Participating
14 Class Members and other persons wishing to be heard have been heard. Class Members also have
15 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
16 Accordingly, the Court determines that all Class Members who did not timely and properly submit
17 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

18 **Fairness Of Settlement**

19 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
20 48 Cal.App.4th 1794, 1801 (1996).

21 a. The settlement was reached through arm's-length bargaining between the
22 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
23 of wage and hour class actions. There has been no collusion between the parties in reaching the
24 proposed settlement.

25 b. Plaintiffs' investigation and discovery have been sufficient to allow the
26 Court and counsel to act intelligently.

27 c. Counsel for both parties are experienced in similar employment class action
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1 litigation. All counsel recommended approval of the Agreement.

2 d. The percentage of objectors and requests for exclusion is small. No
3 objections were received. No requests for exclusion were received.

4 e. The participation rate was high. 585 Participating Class Members will be
5 mailed a settlement payment, representing 100% of the overall Class.

6 9. The consideration to be given to the Class Members under the terms of the
7 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
8 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
9 Members' claims, given the uncertainties and significant risks of the litigation and the delays
10 which would ensue from continued prosecution of the action.

11 10. The Agreement is approved as fair, adequate and reasonable and in the best
12 interests of the Class Members.

13 **Attorneys' Fees and Costs**

14 11. An award of \$166,666 for attorneys' fees, representing one-third of the Gross
15 Settlement Amount, and \$17,340.16 for litigation costs and expenses, is reasonable, in light of the
16 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
17 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
18 lodestar and billing statement.

19 **Class Representative Service Payments**

20 12. The Agreement provides for a Class Representative Service Payments of not more
21 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
22 Representative Service Payments in the amount of \$15,000 each to the Plaintiffs are reasonable in
23 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
24 effort in bringing and prosecuting this matter on behalf of the Class.

25 **Administration Expenses Payment**

26 13. The Administrator shall calculate and administer the payment to be made to the
27 Participating Class Members in the manner set forth in the Agreement, transmit payment for
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1 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
2 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
3 withholdings and perform the other remaining duties set forth in the Agreement. The
4 Administrator has documented \$8,790 in fees and expenses, and this amount is reasonable in light
5 of the work performed by the Administrator.

6 **PAGA Penalties**

7 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
8 of \$10,000, which shall be allocated with 75% (\$7,500) allocated to the LWDA PAGA Payment
9 and 25% (\$2,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
11 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number
12 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
13 multiplying the result by each Aggrieved Employee's PAGA Pay Periods "Aggrieved
14 Employees" are all current and former non-exempt California employees of Defendant at any time
15 during the PAGA Period (December 10, 2022 through January 22, 2026). The Court finds the
16 PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA
17 Penalties and will be subject to the release of the Released PAGA Claims as set forth below,
18 whether or not they opt out of the Settlement.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 15. The certification of the Class for the purposes of settlement is confirmed. The
23 Class is defined as follows:

24 All current and former non-exempt California employees of Defendant at any time
25 during the Class Period (November 16, 2021 through January 22, 2026).

26 16. All persons who meet the foregoing definition are members of the Class, except for
27 those individuals who filed a valid request for exclusion ("opt out") from the Class. There were
28 no individual who requested exclusion from the Class.

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
3 necessary to pay Defendant's share of payroll taxes thereon within thirty (30) days of the Effective
4 Date. The Administrator shall include a legend on the Individual Class Payment checks stating:
5 "By cashing this check, I am opting into the settlement in *Frank Towns v. Core & Main LP*, Case
6 No. 37-2024-00006393-CUOE-CTL, under the federal Fair Labor Standards Act ("FLSA"), 29
7 U.S.C. § 216(b), and releasing the Released Class Claims described in the Agreement.

8 18. Class Counsel are awarded attorneys' fees in the amount of \$166,666 and costs in
9 the amount of \$17,340.16. The payment of the Class Counsel Fees Payment shall be made as
10 follows: 52.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 17.5% to Gomez Trial
11 Attorneys APLC, and 30% to Frontier Law Center. The payment of Class Counsel Litigation
12 Expenses Payment shall be made as follows: \$16,388.12 to Blumenthal Nordrehaug Bhowmik De
13 Blouw LLP and \$951.44 to Frontier Law Center. Class Counsel shall not seek or obtain any other
14 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

15 19. The payment of the Class Representative Service Payments in the amount of
16 \$15,000 each to the Plaintiffs is approved.

17 20. The payment of \$8,790 to the Administrator for their fees and expenses is
18 approved.

19 21. The PAGA Penalties in the amount of \$10,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
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1 this Action. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
8 Released PAGA Claims.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. In accordance with California Code of Civil Procedure § 2699,
14 Plaintiffs shall serve this Final Approval Order and Judgment on the LWDA.

15 24. If the Agreement does not become final and effective in accordance with the terms
16 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
17 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
18 revert to their respective positions as of before entering into the Agreement, and expressly reserve
19 their respective rights regarding the prosecution and defense of this Action, including all available
20 defenses and affirmative defenses, and arguments that any claim in the Action could not be
21 certified as a class action and/or managed as a representative action.

22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 29. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Participating Class Members, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
13 claims for injunctive relief, declaratory relief, and restitution for: (1) failure to pay overtime wages
14 (Lab. C. § 510); (2) failure to pay all wages and minimum wages (Lab C. §§ 218, 233, 226.8,
15 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Lab. C. § 226.7 and 512, and the
16 applicable IWC Wage Orders); (4) failure to provide rest periods (Lab. C. §§ 226.7, 512 and the
17 applicable IWC Wage Orders); (5) failure to timely furnish accurate itemized wage statements
18 (Lab. C. § 226); (6) waiting time penalties (Lab. C. §§ 200, 201, 202, 203, 204, 210, 227.3); (7)
19 failure to provide proper and accurate sick pay (Lab C. §§ 201, 202, 203, 233, 246, 246.5); (8)
20 failure to reimburse business expenses (Lab C. § 2802); and, (9) violation of Business and
21 Professions Code § 17200, et seq. and those claims based on the facts alleged in the Operative
22 Complaint as well as any claims that could have been pled under California common law, the
23 federal law, including under the federal Fair Labor Standards Act ("FLSA"), and the California
24 Business and Professions Code based on the facts alleged in the Operative Complaint. Except as
25 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
26 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
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1 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
2 claims based on facts occurring outside the Class Period.

3 30. "Released Parties" are defined as: Defendant and any of their past, present and
4 future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as
5 each of its past, present and future officers, directors, employees, partners, members, shareholders
6 and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly
7 liable with Defendant.

8 31. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
13 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
14 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
15 Notice, which occurred during the PAGA Period, including alleged violations of Labor Code
16 sections 200, 201, 202, 203, 204, 210, 218, 226, 226(a), 226.7, 226.8, 227.3, 233, 246, 246.5, 510,
17 512, 1194, 1197, 1197.1, 1198, 2698, et seq., 2699, 2699.3, 2699.5, 2802, and applicable IWC
18 Wage Orders. The Released PAGA Claims do not include other PAGA claims, underlying wage
19 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
20 disability and worker's compensation, and claims outside of the PAGA Period.

21 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
22 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
23 Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

25
26 Dated: _____

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28 HON. KATHERINE BACAL
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT