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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,

Plaintiffs,

vs.

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

Defendants.

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

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: April 3, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Dept.: 63

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

This matter, having come before the Honorable Katherine Bacal of the Superior Court of the State of California, in and for the County San Diego, on April 3, 2026, for the motion by Plaintiffs Frank Towns and Steven Quirino (“Plaintiffs”) for preliminary approval of the class settlement with Defendant Core & Main LP (“Defendant”). The Court, having considered the

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the Class Action and PAGA Settlement
5 Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
6 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based
7 on the Court's determination that the Settlement set forth in the Agreement is within the range of
8 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
9 Procedure and California Rules of Court, rule 3.769.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 3. The Gross Settlement Amount is Five Hundred Thousand Dollars (\$500,000). It
13 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
14 and reasonable as to all potential Class Members when balanced against the probable outcome of
15 further litigation and the significant risks relating to certification, liability and damages issues. It
16 further appears that investigation and research have been conducted such that counsel for the
17 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
18 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
19 the delay and risks that would be presented by the further prosecution of the Action. It further
20 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
21 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,
22 and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues.

24 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
26 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
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1 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
2 of any service award, until the Final Approval Hearing.

3 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
4 certification of a class for settlement purposes only. This stipulation will not be deemed
5 admissible in this or any other proceeding should this Settlement not become final. For settlement
6 purposes only, the Court conditionally certifies the following Class: "all current and former non-
7 exempt California employees of Defendant at any time during the Class Period." The Class
8 Period is November 16, 2021 through January 22, 2026.

9 6. The Court concludes that, for settlement purposes only, the Class meets the
10 requirements for certification under section 382 of the California Code of Civil Procedure in that:
11 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
15 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
16 action is superior to other available methods for the efficient resolution of this controversy; and (f)
17 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
18 representatives of the Class.

19 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
20 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Frontier Law
21 Center as Class Counsel for the Class.

22 8. The Court hereby approves, as to form and content, the Court Approved Notice of
23 Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice")
24 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
25 accurately inform the Class of all material elements of the proposed Settlement, of the Class
26 Members' right to be excluded from the Class by submitting a written opt-out request, and of each
27 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
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1 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
2 and this Order meets the requirements of due process, is the best notice practicable under the
3 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
4 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
5 the Agreement.

6 9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
7 than thirty (30) days after preliminary approval of the Settlement by the Court, Defendant shall
8 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
9 will perform address updates and verifications as necessary prior to the mailing of the Class
10 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
11 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
12 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
13 Class Member addresses using the National Change of Address database.

14 10. The Court hereby preliminarily approves the proposed procedure for exclusion
15 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
16 from the Class as provided in the Class Notice by following the instructions for requesting
17 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
18 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
19 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
20 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
21 person who chooses to opt out of and be excluded from the Class will not be entitled to any
22 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
23 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
24 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
25 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
26 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
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1 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
2 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

3 11. Any Class Member who has not opted out ("Participating Class Member") may
4 appear at the final approval hearing and may object or express their views regarding the
5 Settlement and may present evidence and file briefs or other papers that may be proper and
6 relevant to the issues to be heard and determined by the Court as provided in the Notice.
7 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
8 days from the date of the mailing of the Class Notices, to submit their written objections to the
9 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
10 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
11 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
12 oral objection.

13 12. A Final Approval Hearing shall be held before this Court on August 28, 2026, at
14 1:30 p.m. in Department 63 at the San Diego County Superior Court to determine all necessary
15 matters concerning the Settlement, including: whether the proposed settlement of the Action on
16 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
17 should be finally approved by the Court; whether the Final Approval Order and Judgment should
18 be entered herein; whether the plan of allocation contained in the Agreement should be approved
19 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
20 costs, the service awards, and the expenses of the Administrator. All papers in support of the
21 motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final
22 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)
23 court days before the hearing.

24 13. Neither the Settlement nor any exhibit, document, or instrument delivered
25 thereunder shall be construed as a concession or admission by Defendant in any way that the
26 claims asserted have any merit or that this Action was properly brought as a class or representative
27 action, and shall not be used as evidence of, or used against Defendant as, an admission or
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1 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
2 omission by Defendant or with respect to the truth of any allegation asserted by any person.
3 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
4 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
7 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendant of any liability,
9 fault, wrongdoing, omission, concession or damage.

10 14. In the event the Settlement does not become effective in accordance with the terms
11 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
12 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
13 and the Parties shall revert to their respective positions as of before entering into the Agreement,
14 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
15 including all available defenses and affirmative defenses, and arguments that any claim in the
16 Action could not be certified as a class action and/or managed as a representative action. In such
17 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
18 referred to in litigation for any purpose.

19 15. The Court reserves the right to adjourn or continue the date of the final approval
20 hearing and all dates provided for in the Agreement without further notice to Class Members and
21 retains jurisdiction to consider all further applications arising out of or connected with the
22 proposed Settlement.

23 16. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,
24 subject to further orders of the Court at the Final Approval Hearing.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

HON. KATHERINE BACAL
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER