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Attorneys for Plaintiff, ELLEN ANN SOUZA,
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

ELLEN ANN SOUZA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

GENERAL PLUMBING SUPPLY
COMPANY, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: S-CV-0052511

[Assigned for all purposes to Department 40]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

This Court, having considered the Motion of Plaintiff Ellen Ann Souza ("Plaintiff") for

1 Preliminary Approval of the Class and PAGA Settlement and Provisional Class Certification for
2 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of Ellen Ann
3 Souza, David D. Bibiyan, Vedang J. Patel, and Sean Hartranft, the Class and PAGA Settlement
4 Agreement (the “Settlement,” “Settlement Agreement,” or “Agreement”), the proposed Notice of
5 Class Action Settlement (“Class Notice”), and other documents submitted in support of the Motion
6 for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

7 1. The definitions set out in the Settlement Agreement are incorporated by reference
8 into this Order; all terms defined therein shall have the same meaning in this Order.

9 2. The Court conditionally certifies the following settlement class (“Settlement Class,”
10 “Settlement Class Members,” or “Class Members”) for the purpose of settlement only: all persons
11 employed by Defendant in California and classified as non-exempt, hourly-paid employees who
12 worked for Defendant during the period from March 25, 2020 through March 19, 2025 (“Class
13 Period”).

14 3. The Court preliminarily appoints Plaintiff Ellen Ann Souza as Class Representative.
15 The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
16 P.C. as Class Counsel.

17 4. The Court preliminarily approves the proposed class and PAGA settlement upon the
18 terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis,
19 that the Settlement appears to be within the range of reasonableness and may ultimately be given
20 final approval by the Court. It appears to the Court on a preliminary basis that the Settlement amount
21 is fair, adequate, and reasonable as to all potential Class Members and Aggrieved Employees when
22 balanced against the probable outcome of further litigation relating to liability and damages issues.
23 It further appears that extensive investigation and research have been conducted such that counsel
24 for the Parties at this time are reasonably able to evaluate their respective positions. It further appears
25 to the Court that the Settlement at this time will avoid substantial additional costs to all Parties, as
26 well as the delay and risks that would be presented by the further prosecution of the Action. It further
27 appears that the Settlement has been reached as the result of intensive, non-collusive, and arm’s-
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length negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith as Exhibit A to the Settlement Agreement.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of \$360,000.00, which is inclusive of: attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which amounts to \$126,000.00; actual costs incurred of up to \$30,000.00; a service award to Plaintiff of not more than \$7,500.00; costs of settlement administration of no more than \$6,685.00; and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$36,000.00, of which \$27,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and \$9,000.00 (25%) will be distributed to Aggrieved Employees. The Gross Settlement Amount expressly excludes employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately by Defendant.

8. "Aggrieved Employee" means any person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from March 26, 2023 through the end of the Class Period ("PAGA Period").

9. The Settlement was negotiated based on Defendant's representation that, as of the date of the Settlement Agreement, there are approximately 244 Class Members who collectively worked 14,086 Workweeks during the Class Period, and approximately 188 Aggrieved Employees who worked 7,043 PAGA Pay Periods during the PAGA Period. In the event the number the number of Workweeks during the Class Period increases by more than 10%, or 1,409 Workweeks, then, at Defendant's election: (1) the Gross Settlement Amount shall be increased proportionally by the

1 Class Workweeks in excess of 14,086 Workweeks multiplied by the Workweeks Value¹; or (2) the
2 Class Period shall end on the date the number of Class Workweeks reaches 14,086. Defendant shall
3 make its election no later than 30 days after full execution of the Settlement Agreement.

4 10. The Court appoints Apex Class Action Administration as Settlement Administrator
5 and preliminarily approves payment of administration costs not to exceed \$6,865.00 from the Gross
6 Settlement Amount, except upon a showing of good cause and Court approval.

7 11. Not later than ten (10) calendar days after the Court grants Preliminary Approval of
8 the Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a
9 Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in
10 Defendant's custody, possession, or control, including each Class Member's name, last known
11 address(es), last known telephone number(s), last known Social Security Number(s), and dates of
12 non-exempt employment (i.e., hire dates and, if applicable, re-hire date(s) and/or separation date(s),
13 and/or date(s) the employee's non-exempt status changed to exempt).

14 12. To protect Class Members' privacy rights, the Administrator must maintain the Class
15 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
16 and restrict access to the Class Data to Administrator employees who need access to the Class Data
17 to effectuate and perform under the Agreement.

18 13. Using best efforts to perform as soon as possible, and in no event later than fourteen
19 (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members
20 identified in the Class Data, via first-class United States Postal Service mail, the Class Notice in
21 English and Spanish, substantially in the form attached to the Settlement Agreement as Exhibit A.
22 Before mailing the Class Notice, the Administrator shall update Class Member addresses using the
23 National Change of Address database.

24 14. Not later than three (3) business days after the Administrator's receipt of any Class
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26 ¹ The Workweeks Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
27 (\$360,000.00) by 14,086, which amounts to a Workweek Value of \$22.56. Thus, for example, should there
28 be 15,000 Workweeks during the Class Period, and Defendant elects option (1), then the Gross Settlement
Amount shall be increased by \$23,361.84 ((15,000 Workweeks – 14,086 Workweeks) x \$25.56 per
Workweek).

1 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
2 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
3 the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the
4 most current address obtained. The Administrator has no obligation to make further attempts to
5 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
6 time.

7 15. "Response Deadline" means forty-five (45) calendar days after the Administrator
8 mails the Class Notice to Class Members, and shall be the last date on which Class Members may:
9 (a) mail Requests for Exclusion from the Settlement; (b) mail written objections to the Settlement;
10 or (c) mail challenges to the number of Workweeks and/or PAGA Pay Periods allocated to them in
11 the Class Notice. Class Members to whom Class Notices are re-mailed after having been returned
12 as undeliverable shall have an additional fifteen (15) calendar days beyond the Response Deadline.

13 16. Class Members who wish to exclude themselves from the Class Settlement must send
14 the Administrator, by mail, a signed written Request for Exclusion not later than the Response
15 Deadline. Plaintiff expressly agrees not to opt out of the Class Settlement.

16 17. Any Class Member who does not opt out of the Settlement by submitting a timely
17 and valid Request for Exclusion will be bound by all terms of the Settlement, including those
18 pertaining to the Released Class Claims. Any Non-Participating Class Member, who is an Aggrieved
19 Employee, shall nevertheless be bound as to the Released PAGA Claims and shall remain eligible
20 for an Individual PAGA Payment, as set forth in the Settlement Agreement.

21 18. Each Class Member shall have until the Response Deadline to challenge the number
22 of Workweeks and PAGA Pay Periods, if any, allocated to the Class Member in the Class Notice.
23 The Class Member may challenge the allocation by communicating with the Administrator via mail.
24 The Administrator shall make final decisions, consistent with the terms of the Settlement
25 Agreement, regarding all such challenges.

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27 19. Only Participating Class Members may object to the class action components of the
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1 Settlement, including contesting the fairness of the Settlement and/or the amounts requested for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class
3 Representative Service Payment. Participating Class Members may send written objections to the
4 Administrator by mail. In the alternative, Participating Class Members may appear in Court, or hire
5 an attorney to appear in Court, to present verbal objections at the Final Approval Hearing. A
6 Participating Class Member who elects to send a written objection to the Administrator must do so
7 not later than the Response Deadline.

8 20. If a Class Member submits both an objection and a Request for Exclusion, the
9 Request for Exclusion will control, and the objection will be ineffective.

10 21. All papers filed in support of final approval, including supporting documents for
11 attorneys' fees and costs, shall be filed by _____.

12 22. A Final Approval Hearing shall be held on _____, 2026,
13 at _____ a.m./p.m. in Department 40 of the above-entitled Court to determine: (1) whether
14 the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the
15 Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
16 of the Class Representative Service Payment to Plaintiff; (4) the amount to be paid to the Settlement
17 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
18 Aggrieved Employees.

19 23. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
21 funds represented by such checks to the California Controller's Unclaimed Property Fund, thereby
22 leaving no unpaid residue.

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24 **IT IS SO ORDERED.**

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26 Dated: _____

Judge of the Superior Court