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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

PABLO F. RODRIGUEZ NAVARRO, an individual, on behalf of himself, the State of California, as a private attorney general, and on behalf of all others similarly situated,

Plaintiff,

v.

ACTION GYPSUM SUPPLY WEST, LP, a California limited partnership; and DOES 1 TO 50,

Defendants.

Case Number: 24CV082593

[Proposed] Order Granting Preliminary Approval of Class Action Settlement

Date:	January 12, 2027
Time:	2:30 pm
Dept.:	21
Judge:	Hon. Somnath Raj Chatterjee
Complaint filed:	July 8, 2024
FAC filed:	November 18, 2025

[PROPOSED] ORDER

Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came before this Court on January 12, 2027, in Department 21, the Honorable Somnath Raj Chatterjee, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of Trishta Dordi in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

a. A non-reversionary Gross Settlement Amount of **$450,000.00**;

b. The Class Representative enhancement payments to the named Plaintiff up to **$7,500.00;**

c. Court approved attorneys' fees to Class Counsel of up to **$150,000.00,** representing one-third of the Gross Settlement Amount;

d. Court approved litigation costs to Class Counsel of up to **$35,000.00;**

e. Fees and Costs of the Settlement Administrator of up to **$15,000.00**; and

f. A PAGA allocation of $25,000.00, with **$18,750.00** (i.e., 75%) payable to the California Labor & Workforce Development Agency for its portion of the PAGA penalties.

This Court has considered the papers in support of the Motion and the Settlement Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class

Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is superior to individual litigation because common issues predominate over individual issues for settlement purposes.

The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and time set forth in the Implementation Schedule.

This Court approves, as to form and content, the Notice of Proposed Class Action Settlement ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

The Court preliminarily certifies for settlement purposes only the Settlement Class defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period. See* Settlement Agreement, at § 1.40. The Class Period is defined as the period of time from July 8, 2020, through June 30, 2026. *See* Settlement Agreement, at § 1.10.

Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action. *See* Settlement Agreement, at § 7.3. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Claims as a result of the

Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See* Settlement Agreement, at § 11.1.

"Released Class Claims" shall mean those claims arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 204, 218.5, 1194, 1194.2, 1197, 1198 and 1199, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 204, 510, 1194, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 512 and 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210, 216, 218; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (10) failure to pay sick leave in violation of Labor Code section 246; (11) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200 et seq.); (12) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (13) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. *See* Settlement Agreement, at § 1.35.

The Court appoints Plaintiff Pablo F. Rodriguez Navarro as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

The Court appoints Apex Class Action LLC as the Settlement Administrator.

To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the

California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

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

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	**Final Approval and Fairness Hearing** (the Court's first available date after June 1, 2027)	**_____, 2027 at _____ a.m./p.m.**

If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

_____

Hon. Somnath Raj Chatterjee

Judge of the Superior Court, County of Alameda