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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF ORANGE**

FRANCISCO ARROYO MORA on behalf of  
himself, all others similarly situated, and on  
behalf of the general public,  
Plaintiffs,  
v.  
STERLING PLUMBING, INC.; and DOES  
1-100,  
Defendants.

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

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

**[REVISED 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  
6 DETERMINATIONS:

7 1. All terms used herein shall have the same meaning as defined in the Parties'  
8 Joint Stipulation and Settlement Agreement and the Order Granting Plaintiff Francisco Arroyo  
9 Mora's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement  
10 ("Preliminary Approval Order"). The Joint Stipulation and Settlement Agreement may be  
11 found at Register of Action No. 115, attached as **Exhibit 1** to the Declaration of David of Mara  
12 ISO Plaintiff's Motion for Final Approval of Class Action Settlement.

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

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

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

25 5. The Court Approved Notice of Class Action Settlement and Hearing Date for  
26 Final Approval ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The  
27 Class Notice informed the Class of the material terms of the settlement, of their right to receive  
28 a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the

1 settlement, of their right to comment upon or object to the settlement and to appear in person or  
2 through counsel at the Final Approval Hearing and of the date set for the Final Approval  
3 Hearing. Adequate periods of time were provided by each of these procedures.

4         6.         In response to the Class Notice, no member of the Class submitted a written  
5 objection to the settlement or stated an intention to appear at the Final Approval Hearing. In  
6 addition, no member of the Class submitted a request to be excluded from the settlement.  
7 Moreover no member of the Class submitted any workweek disputes.

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

13         8.         The Court further finds and determines that the terms of the settlement are fair,  
14 reasonable, and adequate to the Class and to each Class Member. The Gross Settlement  
15 Amount ("GSA") is \$239,300.

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

1           10.     A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have  
3 been heard. The Class Members also have had a full and fair opportunity to exclude themselves  
4 from the settlement. Accordingly, the Court determines that all Class Members who did not  
5 submit a timely and valid request for exclusion from the settlement to the Settlement  
6 Administrator (“Participating Class Members”) are bound by this Order Granting Plaintiff’s  
7 Motion for Final Approval of Class and PAGA Action Settlement (“Final Approval Order and  
8 Judgment”).

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

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

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

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

23           15.     The Court finds and determines that the Individual Settlement Shares provided  
24 for by the terms of the Joint Stipulation and Settlement Agreement to be paid to the  
25 Participating Class Members are fair and reasonable. The Court hereby gives final approval to  
26 and orders the payment of those amounts be made to the Participating Class Members in  
27 accordance with the terms of the Joint Stipulation and Settlement Agreement.

28           16.     The Court finds and determines the Class Representative Enhancement Payment

1 in the sum of \$5,000 to Plaintiff Francisco Arroyo Mora is fair and reasonable. The Court  
2 hereby orders the Settlement Administrator to make the payment to the Plaintiff/Class  
3 Representative Francisco Arroyo Mora in the amount of \$5,000 for the Class Representative  
4 Enhancement Payment in accordance with the terms of the Joint Stipulation and Settlement  
5 Agreement .

6 17. The Court finds and determines that the payment to the Settlement  
7 Administrator, Apex Class Action LLC, in the sum of \$6,990 for its fee and expenses incurred  
8 and to be incurred for the notice and settlement administration process is fair and reasonable.  
9 The Court hereby orders the Settlement Administrator to make payment to itself in the amount  
10 of \$6,990 for Administration Costs in accordance with the terms of the Joint Stipulation and  
11 Settlement Agreement .

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

19 19. The Court finds and determines that the payment to the Labor and Workforce  
20 Development Agency ("LWDA"), in the sum of \$37,500 (which is 75% of the \$50,000  
21 allocated to claims under PAGA), is fair and reasonable. The Court hereby orders the  
22 Settlement Administrator to make the payment to the LWDA in the amount of \$37,500 for the  
23 PAGA payment in accordance with the terms of the Joint Stipulation and Settlement  
24 Agreement . The Court orders that the remaining amount of \$12,500 be distributed to PAGA  
25 Aggrieved Employees in accordance with the terms of the Joint Stipulation and Settlement  
26 Agreement .

27 20. Neither Defendant nor any related persons or entities shall have any further  
28 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or

1 liability, except as provided for by the Joint Stipulation and Settlement Agreement . Pursuant  
2 to the terms of the Joint Stipulation and Settlement Agreement , Defendant shall not be liable  
3 for more than the agreed upon Gross Settlement Amount.

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

6 22. Nothing in this Final Approval Order and Judgment shall preclude any action to  
7 enforce the Parties' obligations pursuant to the Joint Stipulation and Settlement Agreement or  
8 pursuant to this Final Approval Order and Judgment, including the requirement that Defendant  
9 make payments to Settlement Class Members in accordance with the Joint Stipulation and  
10 Settlement Agreement .

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

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

17 25. The Settlement Administrator will post a copy of this Final Approval Order and  
18 Judgment on the website for 180 days: <https://apexclassaction.com/sterling/>

19 26. A Final Approval hearing will be set for March 4, 2027, at 2:00 p.m. A  
20 declaration from the settlement administrator must be filed at least 16 court days prior to the  
21 compliance hearing.

22 27. The Parties shall bear their own costs and attorneys' fees except as otherwise  
23 provided for by the Joint Stipulation and Settlement Agreement and this Final Approval Order  
24 and Judgment.

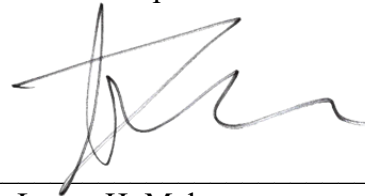
25 28. Without affecting the finality of this Final Approval Order and Judgment in any  
26 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,  
27 implementation, effectuation and enforcement of this order and the Settlement pursuant to  
28 California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

1 **JUDGMENT**

2 29. This document shall constitute a judgment for purposes of California Rules of  
3 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval  
4 Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of  
5 Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of  
6 Court whereby named Plaintiff/Class Representative and all Settlement Class Members shall  
7 take nothing from Defendant except as expressly set forth in the Joint Stipulation and  
8 Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h) and California  
9 Code of Civil Procedure section 664.6, shall retain jurisdiction over the parties to enforce the  
10 terms of the judgment.

11 **IT IS SO ORDERED.**

12 Dated: **May 08, 2026**



13 \_\_\_\_\_  
14 Honorable Layne H. Melzer  
15 Superior Court Judge  
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