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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

GERARDO NEGRETE, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ACE HARDWARE CORPORATION, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: S-CV-0047322

~~[Assigned to the Hon. Jeffrey Penney in Dept. 40]~~

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

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14 and all others similarly situated and aggrieved
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1 This Court, having considered the motion of plaintiffs Gerardo Negrete, Bennett Ley, Amolak
2 Dhaliwal, Kaitlyn Chapman, Emilia Long, and Ricardo Lupio (collectively, “Plaintiffs”), for
3 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
4 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
5 declarations in support, the Settlement Agreement of Class Action and Private Attorneys General
6 Act Claims (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of
7 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other
8 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
9 **ADJUDGES AND DECREES THAT:**

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

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members” or “Class Members”) for the purpose of settlement only: all persons who worked
14 for defendant Ace Hardware Corporation (“Defendant”) as non-exempt, hourly paid employees,
15 including any non-exempt drivers in the State of California, at any time from May 20, 2020, through
16 November 28, 2025 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiffs as Class Representatives. The
18 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel, of Bibiyan Law Group,
19 P.C.; Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.; Kelsey A. Webber of
20 Webber & Egbert Employment Law, P.C.; and Hali M. Anderson and Alex M. Kuner of ARCH
21 Legal, P.C. as Class Counsel.

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

7 5. The Court approves, as to form and content, the Class Notice that has been submitted
8 herewith.

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

13 7. “PAGA Aggrieved Employees” or “Aggrieved Employees” means all persons who
14 worked for Defendant as non-exempt, hourly paid employees including any non-exempt drivers in
15 the State of California at any time from July 15, 2020, through November 28, 2025 (“PAGA
16 Period”).

17 8. The Court hereby preliminarily approves the definition and disposition of the Gross
18 Settlement Amount of \$1,650,000.00 which is inclusive of: attorneys’ fees of not more than thirty-
19 five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the
20 Settlement Agreement, amounts to \$577,500.00, in addition to actual costs incurred of up to
21 \$100,000.00; a service award of \$10,000.00 to each of the Plaintiffs, for a total amount of
22 \$60,000.00 to Plaintiffs; costs of settlement administration of no more than \$22,390.00 and Private
23 Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$100,000.00, of which
24 \$75,000.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) and
25 \$25,000.00 (25%) to PAGA Aggrieved Employees.

26 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
27 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

1 10. The Settlement was negotiated based on Defendant’s representation that there are
2 approximately 150,000 workweeks worked by the Settlement Class from May 20, 2020, through
3 July 1, 2025 (the “Estimated Workweeks”). If the number of work weeks actually worked by the
4 Settlement Class during the same period of time from May 20, 2020, through November 28, 2025
5 (the “Actual Workweeks”) is greater than 10% of the Estimated Workweeks, then the Gross
6 Settlement Amount will be increased by the same percentage above 10%, such that the Gross
7 Settlement Amount shall be increased by one (1) percent for every one percent increase in
8 workweeks over the ten 10% threshold. There shall be no increase in the Gross Settlement Amount
9 if the total number of Actual Workweeks is 165,000 (10% above 150,000), or less.

10 11. The Court deems, APEX Class Action Administration (“Settlement Administrator,”
11 “Administrator,” or “APEX”), and payment of administrative costs, not to exceed \$22,390.00 out
12 of the Gross Settlement Amount for services to be rendered by APEX on behalf of the class.

13 12. Within fourteen (14) calendar days of entry of the Preliminary Approval Order of
14 this Settlement, Defendant will provide the Settlement Class Member List and PAGA Aggrieved
15 Employee List to the Settlement Administrator, which shall be used solely for the administration of
16 the Settlement and for no other purpose, and shall not be shared with any persons or entity not
17 employed by the Settlement Administrator and working on the administration of the Settlement.
18 “Settlement Class Member List” means the list of all Settlement Class Members that Defendant will
19 diligently and in good faith compile from its records to accurately reflect employees’ names, last
20 known mailing address, Social Security number, and workweeks worked during the Class Period.
21 “PAGA Aggrieved Employee List” means the list of all PAGA Aggrieved Employees that
22 Defendant will diligently and in good faith compile from its records to accurately reflect employees’
23 names, last known mailing address, Social Security number, and pay periods worked by the PAGA
24 Aggrieved Employees during the PAGA Period.

25 13. The Settlement Administrator will perform a search based on the National Change of
26 Address Database information to update and correct for any known or identifiable address changes
27 and, if necessary, perform reasonable skip-tracing efforts to locate employees. If a new address is
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1 obtained by way of a returned Class Notice, the Settlement Administrator shall promptly forward
2 the original Class Notice to the updated address via first-class regular U.S. mail indicating on the
3 original Class Notice the date of such re-mailing.

4 14. Within twenty-one (21) calendar days after receipt of the Settlement Class Member
5 List, the Settlement Administrator shall mail a class notice to Settlement Class via first-class regular
6 U.S. mail.

7 15. "Objection/Exclusion Deadline Date" means Settlement Class Members will have
8 thirty (30) calendar days from the mailing of the Class Notice to opt-out or submit written objections
9 to the Class Settlement.

10 16. The Class Notice shall provide that individuals in the Settlement Class who wish to
11 object to the Settlement must submit a written statement to the Settlement Administrator objecting
12 to the Settlement no later than the Objection/Exclusion Deadline Date. A written objection must
13 contain a statement in substance explaining that the Settlement Class individual objects to the
14 Settlement Agreement and the reasons for objecting; contain the full name, address, telephone
15 number, and last four digits of the Social Security number of the objecting Settlement Class
16 individual; be signed by the Settlement Class individual; and, be postmarked on or before the
17 Objection/Exclusion Deadline Date. Alternatively, Class Members may appear at the Final
18 Approval Hearing to object to the Settlement.

19 17. The Class Notice shall provide that individuals in the Settlement Class who wish to
20 exclude themselves from the Settlement Class must submit to the Settlement Administrator a
21 personally signed, written statement requesting exclusion from the Settlement Class on or before
22 the Objection/Exclusion Deadline Date. Such written request for exclusion must contain the name,
23 address, telephone number and last four digits of the Social Security number of the person requesting
24 exclusion, must be returned by mail to the Settlement Administrator at the specified address, must
25 be signed by the person requesting exclusion personally, and must be postmarked on or before the
26 Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope shall
27 be the exclusive means used to determine whether a request for exclusion has been timely submitted.
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1 18. Any individual in the Settlement Class who opts out of the Settlement Class will not
2 be entitled to any recovery under the Class Settlement (which refers to claims encompassed by the
3 Class Payout Fund and excludes the PAGA claims) and will not be bound by the Settlement as it
4 relates to the Class Settlement or have any right to object, appeal or comment in court on the Class
5 Settlement. Any and all individuals in the Settlement Class who fail to submit a valid and timely
6 request for exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class
7 Members and shall be bound by all terms of the Settlement and any final judgment entered in the
8 Lawsuits if the Settlement is approved by the Court.

9 19. If a Class Member submits both an objection and a Request for Exclusion, the
10 Request for Exclusion will control and the Objection will be overruled.

11 20. All papers filed in support of final approval, including supporting documents for
12 attorneys' fees and costs, shall be filed by pursuant to the deadlines in Code of Civil Procedure section .

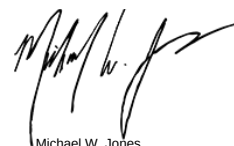
13 21. A Final Fairness and Approval Hearing shall be held with the Court on
14 November 5, 2026, at 8:30 a.m. in Department ³~~40~~ of the above-entitled Court to determine: (1)
15 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
16 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
17 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
18 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA
19 Members.

20 22. Checks paid to PAGA Aggrieved Employees and Settlement Class Members shall
21 remain valid and negotiable for 180 days from the date of their issuance. After one-hundred eighty
22 (180) calendar days from the date of mailing, the checks shall become null and void, and any monies
23 remaining in the distribution account shall be tendered by the Settlement Administrator to the State
24 Controller's Office, Unclaimed Property Division in the name of each Settlement Class Member
25 and PAGA Aggrieved Employee.

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27 **IT IS SO ORDERED.**

28 DATED: July 14, 2026



Michael W. Jones
Judge of the Superior Court

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Dated: _____

Judge of the Superior Court

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