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Zaragoza Valdovinos, individually, and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA – SOUTH COUNTY (ANACAPA)

CEDRIC A. BEATY and JORGE L.
ZARAGOZA VALDOVINOS, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

HOMER T. HAYWARD LUMBER CO., a
California corporation; UNITED STAFFING
ASSOCIATES, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV04267

*Assigned for all purposes to:
Hon. Donna Geck, Dept. 4 SB-Anacapa*

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 11, 2025
Time: 10:00 a.m.
Dept.: 4 SB-Anacapa

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Cedric A. Beaty and Jorge L., Zaragoza Valdovinos
3 (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (“Motion”), the
4 Declaration of John G. Yslas, Plaintiff’s declaration, and the Class Action and PAGA Settlement
5 Agreement and Class Notice (“Settlement Agreement”), and good cause appearing, the Court
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Homer T. Hayward
11 Lumber Co. and United Staffing Associates, LLC (“Defendants”), attached to the Declaration
12 of John G. Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
13 Settlement as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,200,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
19 (b) a \$180,000.00 allocation toward civil penalties under the Private Attorneys General Act,
20 75% of which (\$135,000.00) will be paid to the State of California, Labor & Workforce
21 Development Agency and 25% of which (\$45,000.00) will be paid to eligible Aggrieved
22 Employees; (c) Class Representative service payment of up to \$15,000.00 to each Plaintiff; (d)
23 Class Counsel’s attorneys’ fees, not to exceed one-third of the Gross Settlement Amount (i.e.,
24 \$400,000.00), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class
25 Counsel; and (e) Settlement Administration Costs of up to \$10,990.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representative's enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all non-exempt, hourly employees who have, or continue to, work for Defendants
18 in California from May 3, 2018 through September 1, 2024."

19 6. "Class Period" means the period from May 3, 2018 through September 1, 2024.

20 7. The Court approves the protocol set forth in the Escalator Clause, which states:

21 "Based on its records, Defendants estimates that (1) there are 731 Class Members that
22 worked approximately 35,000 Total Workweeks during the Class period. If the number of actual
23 work weeks at the time of preliminary approval is more than 10% higher than the estimated
24 workweeks (i.e., exceeds 38,500 Workweeks), Defendants shall elect one of the following two
25 options: (a) an increase the Gross Settlement Amount in the exact proportionate amount as to
26 any additional work weeks over 110% (i.e., 12% more workweeks than estimated will result in
27 a 2% proportionate increase in the GSA); or (b) an end to the Class Period on the date that the
28 total work weeks equals 38,500 workweeks. If this provision is triggered and Defendants elect

1 to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees
2 will increase proportionally such that the total amount of attorneys' fees remains one-third of
3 the GSA after the upward adjustment required by this provision is implemented."

4 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
5 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
6 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
7 of law and fact that are common, or of general interest, to all Settlement Class Members, which
8 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
9 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
10 the interests of the Settlement Class Members; and (5) a class action is superior to other
11 available methods for the fair and efficient adjudication of the controversy.

12 9. The Court appoints as Class Representative, for settlement purposes only,
13 Plaintiff. The Court further preliminarily approves each Plaintiffs' ability to request an
14 incentive award up to \$15,000.00.

15 10. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
16 Harry Erganyan and Mariam Nazaretyan of Wilshire Law Firm, PLC, as Class Counsel. The
17 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
18 one-third of the Gross Settlement Amount (i.e., \$400,000.00), and costs not to exceed
19 \$35,000.00.

20 11. The Court appoints Apex Class Action as the Settlement Administrator with
21 reasonable administration costs estimated not to exceed \$10,990.00.

22 12. The Court approves, as to form and content the Class Notice, attached to the
23 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
24 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
25 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
26 thereto.

27 13. The Parties are ordered to carry out the Settlement according to the terms of the
28 Settlement Agreement.

14. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	15 days after MPA hearing
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Response Deadline	60 days after mailing Notice to Class
Class Member Deadline to Object	60 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiff's Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	_____, 2025 at _____ a.m [or _____]

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Donna Geck
Santa Barbara County Superior Court