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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE**

STEPHEN BARRIER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

COASTAL TREE CARE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00017971-CU-OE-CTL
Assigned to Judge Judy S. Bae, Dept. C-62

Complaint filed: April 28, 2023
FAC filed: September 6, 2023
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 23, 2026
Time: 9:10 a.m.
Dept: C-62

1 The Court has before it Plaintiff Stephen Barrier’s (“Plaintiff” or “Class Representative”)
2 Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Having reviewed
3 the Motion along with the accompanying papers, the Stipulation for Class Action Settlement
4 (which is referred to here as the “Settlement” or “Settlement Agreement”), and good cause
5 appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Coastal Tree Care, Inc. (“Defendant,” and together with Plaintiff, the “Parties”). A
11 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
13 submitted to the Court on March 17, 2026 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 approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$110,000.00 (the “Gross Settlement Amount” to cover (a) settlement payments to Class
19 members who do not validly opt out (the “Settlement Class Members”); (b) a \$10,000.00
20 payment for penalties under the Private Attorneys General Act (“PAGA”), with 75% of which
21 (\$7,500.00) being paid to the LWDA (the “LWDA Payment”) and 25% (\$2,500.00) being paid
22 to eligible “PAGA Employees” (as defined in the Settlement Agreement); (c) an enhancement
23 award of up to \$7,500.00 for Plaintiff (the “Enhancement Payment”); (d) Class Counsel’s
24 attorneys’ fees not to exceed 35% of the Gross Settlement Amount (\$38,500.00) (the “Attorney
25 Fees”),, and up to \$15,000.00 in costs for actual litigation expenses incurred by Class Counsel
26 (the “Costs”); and (e) a payment to ILYM Group, Inc. (the “Settlement Administrator”) of up
27 to \$10,000.00 (the “Settlement Administration Costs”).

28 3. The Court preliminarily finds that the terms of the Settlement appear to be within

1 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
2 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
3 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
4 further litigation relating to class certification, liability and damages issues, and potential
5 appeals; (2) significant informal discovery, investigation, research, and litigation have been
6 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
7 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
8 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
9 has been reached as the result of intensive, serious, and non-collusive negotiations between the
10 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
11 preliminarily finds that the Settlement Agreement was entered into in good faith.

12 4. A final fairness hearing on the question of whether the proposed Settlement, Class
13 Counsel Fees and Class Counsel Costs, the LWDA Payment for its share of the settlement of
14 claims for penalties under the PAGA, and the Class Representative Service Award should be
15 finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance
16 with the implementation schedule set forth below.

17 5. For settlement purposes, the Court provisionally certifies the Class defined as all
18 current and former hourly-paid and/or nonexempt employees employed directly by Defendant
19 who worked for Defendant in the State of California at any time during the Class Period (each
20 “Class Member(s)” collectively the “Class”). The Class Period is the period from November 1,
21 2018 through October 15, 2024 (the “Class Period”).

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

of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Enhancement Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Attorneys' Fees and Costs.

9. The Court appoints ILYM Group, Inc. as the Settlement Administrator with the Settlement Administrator Payment estimated not to exceed \$10,000.00.

10. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 14 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 7 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator

	15 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	March 9, 2027 at 8:30 a.m., or first available date thereafter, in Department C-62. The hearing may be continued to another date without further notice to the Class Members.

14. 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.

15. _____

 _____.

IT IS SO ORDERED.

DATE:

 Hon. Judy S. Bae
 San Diego County Superior Court