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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JOSHUA RICCABONA, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

DOLANS OF PINOLE LUMBER AND
BUILDING MATERIALS CO., a California
corporation; DOLANS OF CONCORD, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Lead Case No. C23-02758
Consolidated with Case No. C22-02810

*[Assigned for All Purposes to the Hon.
Benjamin T. Reyes, II, Dept. 16]*

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

Preliminary Approval Hearing:

Date: July 8, 2026

Time: 9:00 a.m.

Dept.: 39

Class Action Filed: December 29, 2022

PAGA Action Filed: October 30, 2023

~~**[PROPOSED]**~~ **ORDER**

Having reviewed Plaintiff Joshua Riccabona's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Joshua Riccabona, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Dolans of Pinole Lumber and Building Materials Co. and Defendant Dolans of Concord (collectively "Defendants"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of \$662,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$30,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$22,500.00) will be paid to California's Labor & Workforce Development Agency and 25% of which (\$7,500.00) will be paid to Aggrieved Employees; (c) Class Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$220,666.67), and up to \$47,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,750.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and 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 approval hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the California's Labor & Workforce
12 Development Agency for its share of the settlement of claims for penalties under the Private
13 Attorneys General Act, and the Class Representative Service Payment should be finally
14 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
15 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 persons who worked for Defendants in California as an hourly-paid or non-
18 exempt employee at any time during the Class Period."

19 6. "Class Period" means the period from December 29, 2018, to December 23, 2024.

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

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8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Joshua Riccabona. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently estimated to be \$220,666.67), and litigation costs not to exceed \$47,000.00.

10. The Court appoints ILYM Group Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,750.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement 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.

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

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

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendants to provide Class Data to the Administrator	15 days after Class Counsel serves Defense Counsel with the Court's Order Granting Preliminary Approval of the Settlement
Class Notice: Last day for the Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	February 3, 2027, at 9:00 a.m. in Dept. 16 of the above-referenced Court.

15. 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.

16. The Court adopts its Tentative Ruling for this Motion, which is attached hereto as **Exhibit A.**

IT IS SO ORDERED.

DATE: 7/13/2026

Hon. Benjamin T. Reyes II

HON. BENJAMIN T. REYES, II
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 16
JUDICIAL OFFICER: BENJAMIN T. REYES II
HEARING DATE: 07/08/2026

**INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS
IN DEPARTMENT 16**

The tentative ruling will become the ruling of the Court unless by 4:00 P.M. of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 16 (Dept16@contracosta.courts.ca.gov) to request argument and **must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why**. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00 P.M. of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

The prevailing party must prepare and e-file a proposed order after hearing in accordance with CRC 3.1312. The order must include appearances. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.

Zoom link-

<https://www.zoomgov.com/j/1619504895?pwd=NOV1N3JFRnJ0TEVoSDNrTGRzakF3UT09>

ID: 161 950 4895

Password: 812674

Courtroom Clerk's Session

6. 9:00 AM CASE NUMBER: C23-02758

CASE NAME: JOSHUA RICCABONA VS. DOLANS OF PINOLE LUMBER AND BUILDING MATERIALS CO.
HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
FILED BY: RICCABONA, JOSHUA

TENTATIVE RULING:

Summary

The Court **grants** preliminary approval to the Class Action and PAGA Settlement ("Settlement") between Plaintiff Joshua Riccabona and those similarly situated ("Plaintiff") and Defendants Dolans of Pinole Lumber and Building Materials Co. and Dolans of Concord ("Defendants"). No appearance is required at the hearing on July 8, 2026.

Background

A summary of the proposed settlement terms follows. The Settlement creates a Gross Settlement Amount of \$662,000.00 to resolve claims alleging Labor Code violations including failure to pay minimum and overtime wages, meal and rest period violations, inaccurate wage statements, and related claims for the Class Period of December 29, 2018, through December 23, 2024.

The Settlement Class consists of all persons who worked for Defendants in California as hourly-paid or non-exempt employees during the Class Period. The Court is requested to provisionally certify this Class for settlement purposes only; to appoint Plaintiff Joshua Riccabona as Class Representative, and to appoint John G. Yslas, Jeffrey C. Bils, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel. The Court is also requested to appoint ILYM Group Inc. as Settlement Administrator.

From the Gross Settlement Amount of \$662,000.00, the following payments shall be deducted upon final approval: (1) a Class Representative Service Payment of up to \$10,000.00 to Plaintiff; (2) attorneys' fees to Class Counsel not to exceed one-third of the Gross Settlement Amount (\$220,666.67); (3) litigation costs to Class Counsel not to exceed \$47,000.00; (4) Settlement Administration Costs not to exceed \$7,750.00; (5) PAGA civil penalties of \$30,000.00; and (6) individual class payments to participating Class Members. The Net Settlement Amount available for distribution to Class Members after these deductions is estimated to be \$346,583.33.

The \$30,000.00 PAGA penalty allocation shall be distributed as follows: 75% (\$22,500.00) to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$7,500.00) to Aggrieved Employees as Individual PAGA Payments. Individual class payments to Class Members shall be calculated based on the number of workweeks worked during the Class Period, while Individual PAGA Payments shall be calculated based on the number of PAGA Pay Periods worked. For tax purposes, individual class payments shall be allocated 20% to wages and 80% to interest and penalties, while Individual PAGA Payments shall be allocated 100% to penalties. Defendants shall separately pay all employer payroll taxes on the wage portions of individual class payments.

No portion of the Gross Settlement Amount shall revert to Defendants. Any uncashed checks shall be

transmitted to the California Controller's Unclaimed Property Fund. Any deductions not approved by the Court shall be retained by the Settlement Administrator in the Net Settlement Amount. The Settlement Administrator shall distribute Class Notice to Class Members by first-class mail, with procedures for re-mailing to forwarding addresses or addresses obtained through Class Member Address Searches.

Class Members may opt out of the Settlement or object to its terms. The deadline to opt out or object shall be extended by fourteen (14) days for any Class Member whose notice was remailed. The Court approves the form and content of the Class Notice as satisfying due process requirements. The Settlement Administrator shall implement the notice plan according to the Implementation Schedule.

Upon final approval, the Settlement will result in the release of all claims alleged in the Class Action and PAGA Action, including claims for failure to pay wages, failure to provide meal and rest periods, wage statement violations, and all related PAGA penalties based on the facts alleged in the operative pleadings and PAGA Notices.

A final approval hearing shall be scheduled to determine whether the Settlement, attorneys' fees and costs, Class Representative Service Payment, and PAGA penalty allocation should be finally approved as fair, reasonable, and adequate.

Analyses

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, specifically \$220,666.6, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed

through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$10,000.00 for the Plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

The Court finds that the Settlement falls within the range of reasonableness, was reached through arm's length negotiations with the assistance of a neutral mediator, and appears fair, adequate, and reasonable for preliminary approval purposes.

Ruling

1. The settlement is sufficiently fair, reasonable, and adequate to justify *preliminary* approval.
2. The motion is **granted**.
3. Plaintiff's Counsel is directed to prepare an order reflecting this ruling, the other findings in the previously submitted proposed order, and this ruling, attaching a copy of this ruling.
4. Plaintiff's counsel is ordered to obtain a hearing date for the Motion for Final Approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date, which shall include the matters necessary to comply with Code of Civil Procedure section 384(b).
5. Notwithstanding any contrary provision in the settlement agreement, 5% of the attorney's fees are to be withheld by the administrator until released by the Court after review of the compliance statement.
6. The Court may issue a release through an unreported minute order without hearing on the compliance statement.
7. No appearance is required at the hearing on July 7, 2026.