

1 WILSHIRE LAW FIRM, PLC
2 Tyler Woods (SBN 232464)
3 tyler.woods@wilshirelawfirm.com
4 Alan Wilcox (SBN 287476)
5 alan.wilcox@wilshirelawfirm.com
6 Lucy Nguyen (SBN 338783)
7 lucy.nguyen@wilshirelawfirm.com
8 Conor Gomez (SBN 337395)
9 conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TIMOTHY DWAYNE CANADY, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

SHEFFIELD PLATERS, INC. a corporation; and
DOES 1 through 10, inclusive,

Defendant.

Case No.: 37-2024-00014952-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Joel R. Wohlfeil, Dept. C-73]

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

PRELIMINARY APPROVAL HEARING

Date: February 20, 2026

Time: 9:00 a.m.

Dept: C-73

Complaint filed: March 29, 2024

FAC filed: September 18, 2024

Trial date: Not set

1 The Court has before it Plaintiff Timothy Dwayne Canady's ("Plaintiff") Motion for
2 Preliminary Approval of a Class and PAGA Representative Action Settlement (the "Motion").
3 Having reviewed the Motion, the accompanying papers, and the Joint Stipulation of Class and
4 PAGA Representative Action Settlement and Release of Claims (the "Settlement Agreement"
5 or "Settlement"), and good cause appearing, the Court 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. Based upon the terms set forth in the Settlement Agreement between Plaintiff and
9 Defendant Sheffield Platers, Inc. ("Defendant" together with Plaintiff the "Parties"), the Court
10 grants preliminary approval of the Settlement (including all definitions contained therein and as
11 may be used herein) and the Settlement Class (as defined in the Settlement. A true and correct
12 copy of the Settlement is attached **Exhibit 1** to the Declaration of Alan Wilcox in Support of
13 Plaintiff's Motion for Preliminary Approval of Class Action Settlement submitted concurrently
14 with the Motion.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
19 \$485,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$24,250.00 payment to the State of California, Labor & Workforce Development Agency
21 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
22 General Act ("PAGA"), with 75% of which (\$18,187.50) being paid to the LWDA and 25%
23 (\$6,062.50) being paid to eligible Aggrieved Employees; (c) Class Representative Payment of
24 up to \$10,000.00 for Plaintiff; (d) Class Counsel Fees Payment, not to exceed 1/3 of the
25 Maximum Settlement Amount (\$161,666.67), and up to \$20,000.00 as the Class Counsel
26 Litigation Expenses Payment; and (e) Settlement Administrator Payment of up to \$6,890.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

11 4. A final fairness hearing on the question of whether the Settlement, attorneys' fees
12 and costs to Class Counsel, payment to the LWDA for its share of the Settlement of claims for
13 penalties under the PAGA, and the Class Representative's Payment should be finally approved
14 as fair, reasonable and adequate as to the members of the class is hereby set in accordance with
15 the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "shall mean all persons who, during the Class Period, have previously been or
18 currently are employed in California by Defendant, as hourly-paid, non-exempt employees.
19 "Class Member" shall mean an individual who is a member of the Class (or if any such person
20 is incompetent, deceased, or unavailable due to military service, the person's legal
21 representative or successor in interest evidenced by reasonable verification), including both
22 Participating Class Members and Non-Participating Class Members."

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

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Timothy Dwayne Canady. The Court further preliminarily approves Plaintiff's Class Representative Payment of up to \$10,000.00.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, Alan A. Wilcox, and Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Total Settlement Amount (\$161,666.67), and costs not to exceed \$20,000.00.

9. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$6,890.00.

10. 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.

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 Members Data to the Settlement Administrator	Within 14 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

1 Deadline to file Motion for Final Approval, 2 Request for Attorneys' Fees and Costs, and 3 Service Award to Plaintiffs	16 court days before the hearing on Plaintiff's Motion for Final Approval of the Class and PAGA Representative Action Settlement
5 6 Final Approval Hearing 7 8	_____ at _____ a.m./p.m., in Department C-73 of the above-named Court. The hearing may be continued to another date.

9 14. The Court further ORDERS that, pending further order of this Court, all proceedings
10 in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

11 15. _____

12 _____

13 _____

14 _____.

15 **IT IS SO ORDERED.**

16

17

18 DATE:

Hon. Joel R. Wohlfeil

San Diego County Superior Court