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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

JOSE RIOS on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

BURKE MASONRY SERVICES INC.;
and DOES 1-100,

Defendants.

Case No. CIVSB2416746

*[Assigned for all purposes to the
Honorable Kevin C. Lee; Dept. S26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF JOSE RIOS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: August 10, 2026
Time: 8:30 a.m.

Complaint Filed: May 15, 2024
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action (the “Action”).
3 Plaintiff Jose Rios has applied to this Court for an order preliminarily approving the settlement of
4 the Action in accordance with the Joint Stipulation and Settlement Agreement (the “Agreement”),
5 which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
6 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
7 read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion
8 for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class
9 Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For
10 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
13 approval and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Agreement falls within the range of reasonableness meriting possible final
15 approval.

16 2. The certification of the Class solely for purposes of settlement is appropriate in that:
17 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
18 impracticable; (2) there are questions of law and fact common to the Class which predominate
19 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
20 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
21 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
22 is superior to other available methods for the fair and efficient adjudication of the controversy.

23 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
24 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
25 light of the factual, legal, practical, and procedural considerations raised by this case.

26 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
27 Representative, and his appointment comports with the requirements of due process.

28 5. Class Counsel does not have any conflicts that would preclude them from acting as

1 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
2 requirements of due process.

3 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to
4 the Agreement complies with due process because the Class Notice is reasonably calculated to
5 adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed
6 Agreement; and (c) their rights, including the right to either participate in the settlement, exclude
7 themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for notifying
8 the Class Members and settlement administration is the best notice practicable under the
9 circumstances.

10 **III. ORDER**

11 The Court having considered the papers submitted in support of the motion for preliminary
12 approval, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the provisions of the Agreement are
14 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15 2. The following Class is conditionally certified for purposes of settlement only: All
16 individuals who worked for Burke Masonry Services, Inc. as hourly non-exempt employees in
17 California at any time between May 15, 2020, and September 8, 2025 and have not already released
18 the claims covered under this Settlement.

19 3. The Agreement provides for the following release as to Participating Class
20 Members,¹ which is hereby approved conditionally: The Released Class Claims include any and
21 all claims Participating Class Members have or may have against the Released Parties that were
22 asserted in the Second Amended Complaint or that could have arisen out of the allegations made in
23 the Second Amended Complaint. This release shall be for the Class Period.

24 4. This settlement also releases claims under the Private Attorneys General Act of
25 2004 (“PAGA”). These claims are asserted on behalf of Aggrieved Employees defined as: All
26 Class Members who worked at least one pay period for Defendant between April 19, 2023, and
27

28 ¹ Participating Class Members are all Class Members who do not submit a valid and timely Opt-
Out or Request for Exclusion.

1 September 8, 2025.

2 5. The Agreement provides for the following release as to PAGA Aggrieved
3 Employees, which is hereby approved conditionally: The Released PAGA Claims include any and
4 all claims Aggrieved Employees have or may have against the Released Parties that were asserted
5 in the Second Amended Complaint and PAGA Notice or that could have arisen out of the allegations
6 made in the Second Amended Complaint and PAGA Notice. This release shall be for the PAGA
7 Period.

8 6. The settlement appears to be fair, adequate, and reasonable to the Class. The
9 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
10 only to any objections that may be raised at the final approval hearing and final approval by this
11 Court.

12 7. Plaintiff Jose Rios is conditionally approved as the Class Representative for the
13 Class.

14 8. The proposed Class Representative Enhancement Payment to Plaintiff Jose Rios in
15 the amount of \$ 10,000, is preliminarily approved.

16 9. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

17 10. The proposed awards of up to \$100,000 in attorneys' fees and up to \$40,000 in
18 actual costs payable to Class Counsel are preliminarily approved.

19 11. A final approval hearing on the question of whether the settlement, attorneys' fees
20 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
21 approved as fair, reasonable and adequate as to Class Members is scheduled in Department S26
22 on the date and time set forth in the Implementation Schedule below.

23 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

24 13. The proposed payment of up to \$10,000 to ILYM Group, Inc. for its services as the
25 Settlement Administrator is preliminarily approved.

26 14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of
27 \$25,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
28 of which shall be distributable to Aggrieved Employees).

1 15. The Court approves, as to form and content, the Class Notice in substantially the
2 form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Class
3 Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

4 16. The Court directs the mailing of the notice of class action settlement by first class
5 mail to Class Members with known addresses in accordance with the Implementation Schedule
6 below. The Court directs publication of the notice of class action settlement to Class Members
7 with unknown addresses through a settlement website administered by the Settlement
8 Administrator in accordance with the Implementation Schedule below. The Court finds the dates
9 selected for the mailing, distribution, and publication of the notice, as set forth in the
10 Implementation Schedule, meet the requirements of due process and provide the best notice
11 practicable under the circumstances and shall constitute due and sufficient notice to all persons
12 entitled thereto.

13 **IV. IMPLEMENTATION SCHEDULE**

14 The Court orders the following Implementation Schedule for further proceedings:

15 Deadline for Defendant to submit Class 16 Data to Settlement Administrator:	August 24, 2026 [14 calendar days after entry of this Order]
17 Deadline for Settlement Administrator to 18 Mail Class Notices to Class Members with 19 Known Addresses	September 7, 2026 [14 calendar days after receipt of the Class Data]
20 Deadline for Class Members to Postmark 21 Requests for Exclusion, Objections, or 22 Disputes (“Response Deadline”)	October 7, 2026 [30 calendar days after initial mailing of Notice to Class Members]
23 Deadline for Class Counsel to file a Motion 24 for Final Approval	October 28, 2026 [16 court days before Final Approval Hearing]
25 Deadline to Provide the Court with the 26 Settlement Administrator’s Declaration 27 Outlining Requests for Exclusion, 28 Objections, and Disputes	October 28, 2026 [16 court days before Final Approval Hearing]

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Final Approval Hearing and Final Approval	November 20, 2026, at 8:30 a.m.
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IT IS SO ORDERED.

Dated: _____, 2026

By _____
Honorable Kevin C. Lee
San Bernardino County Superior Court Judge