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Attorneys for Plaintiff JUAN GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SACRAMENTO**

JUAN GARCIA on behalf of himself, all  
others similarly situated, and on behalf of  
the general public,

Plaintiff,

v.

BACKYARD PRODUCTS LLC; and  
DOES 1-100,

Defendants.

Lead Case No. 24CV009779

Consolidated with Case No. 24CV019984

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jill Talley

Department 23

**CLASS ACTION**

**NOTICE OF ENTRY OF ORDER  
GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT**

Complaint Filed: May 17, 2024

Trial Date: Not set

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD, AND TO THE  
2 LABOR AND WORKFORCE DEVELOPMENT AGENCY:

3 NOTICE IS GIVEN that on August 26, 2025, the Court issued an Order Granting  
4 Motion for Preliminary Approval of Class and PAGA Representative Action Settlement. A true  
5 and correct copy of this Preliminary Approval Order is attached as Exhibit 1.

6 NOTICE IS FURTHER GIVEN that on August 22, 2025, the Court issued a Minute  
7 Order re Hearing on Motion for Preliminary Approval of Settlement, a true and correct copy of  
8 which is attached as Exhibit 2. Counsel for Plaintiff was directed to notice all parties of this  
9 Minute Order.

10 Pursuant to the Preliminary Approval Order and Minute Order, a Hearing on the Motion  
11 for Final Approval of Settlement has been scheduled for January 9, 2026 at 9:00 a.m. in  
12 Department 23 of the above-captioned court, located at Gordon D. Schaber Courthouse, 720 9th  
13 Street, Sacramento, California, 95814, to consider the fairness, adequacy, and reasonableness of  
14 the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to  
15 consider the application for Class Representative Service Payment and Class Counsel's  
16 Attorneys' Fees and Costs incurred.

17 Respectfully submitted,

18 MARA LAW FIRM, PC  
19 COHELAN KHOURY & SINGER

20 Dated: August 26, 2025

21 By: Rosemary C. Khoury  
22 Rosemary C. Khoury  
23 Attorneys for Plaintiff JUAN GARCIA, on  
24 behalf of himself and all others similarly situated  
25  
26  
27  
28

# **EXHIBIT 1**

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Attorneys for Plaintiff JUAN GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SACRAMENTO**

JUAN GARCIA on behalf of himself, all  
others similarly situated, and on behalf of  
the general public,

Plaintiff,

v.

BACKYARD PRODUCTS LLC; and  
DOES 1-100,

Defendants.

Lead Case No. 24CV009779  
Consolidated with Case No. 24CV019984  
ASSIGNED FOR ALL PURPOSES TO:  
The Honorable Jill Talley  
Department 23

**CLASS ACTION**

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

Date: August 22, 2025  
Time: 9:00 a.m.  
Dept.: 23  
Reservation No.: #A-09779-001

Complaint Filed: May 17, 2024  
Trial Date: Not set

**FILED**  
Superior Court of California  
County of Sacramento  
**08/26/2025**  
T. Shaddix, Deputy

1 This matter came on for hearing on August 22, 2025 in Department 23 of the above-  
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class and  
3 PAGA Representative Action Settlement ("Motion"). Having fully reviewed the Motion,  
4 supporting memorandum of Points and Authorities and Declarations, Class Action and PAGA  
5 Settlement Agreement ("Agreement") and the proposed Class Notice attached as Exhibit A to  
6 the Agreement, having carefully analyzed the Agreement and Class Notice, and in recognition  
7 of the Court's duty to make a preliminary determination as to the reasonableness of any  
8 proposed class action settlement, and if preliminarily determined reasonable, to ensure proper  
9 notice is provided to Class Members in accordance with due process requirements, and to set a  
10 Final Approval Hearing to consider the good faith, fairness, adequacy and reasonableness of  
11 the proposed Settlement, THE COURT MAKES THE FOLLOWING DETERMINATIONS  
12 AND ORDERS:

13 1. The Court conditionally finds, for purposes of approving this settlement only,  
14 the proposed Class meets the requirements for certification under section 382 of the California  
15 Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous joinder of all  
16 members of the Class is impracticable; (b) there are questions of law or fact common to the  
17 proposed Class, and a well-defined community of interest among members of the proposed  
18 Class with respect to the subject matter of the class action; (c) the claims of the Class  
19 Representative are typical of the claims of the members of the proposed Class; (d) the Class  
20 Representative has and will fairly and adequately protect the interests of the Members of the  
21 Class; (e) a class action is superior to other available methods for an efficient adjudication of  
22 this controversy in the context of settlement; and (f) counsel of record for Class Representative  
23 are qualified to serve as Counsel for the Class.

24 2. The Court finds on a preliminary basis the Agreement, attached as Exhibit 1 to  
25 the Declaration of Isam C. Khoury, incorporated, and made a part of this Order of preliminary  
26 approval, appears to be within the range of reasonableness of a settlement which could  
27 ultimately be given final approval by this Court.

28 ///

1           3.       It appears to the Court on a preliminary basis: (a) the Gross Settlement Amount  
2 is fair and reasonable to Class Members when balanced against the probable outcome of further  
3 litigation relating to class certification, liability and damages, and potential appeals; (b)  
4 significant investigation, research, and informal discovery, were conducted and counsel for the  
5 Parties are able to reasonably evaluate their positions; (c) settlement will avoid substantial  
6 costs, delays, and risks of further prosecution of the case; and (d) the proposed Settlement was  
7 reached through serious, non-collusive negotiations facilitated by an experienced mediator.

8           4.       Accordingly, good cause appearing, the Motion for Order Granting Preliminary  
9 Approval of Class and PAGA Representative Action Settlement is GRANTED, and the Court  
10 incorporates the Agreement in this Order.

11          5.       For purposes of this Settlement, Class Members are defined as all persons who  
12 performed installation services for Defendant in California as an independent contractor at any  
13 time from September 1, 2020 through April 30, 2025.

14          6.       For purposes of this Settlement, Aggrieved Employees are defined as all persons  
15 who performed shed construction services for Defendant in California as an independent  
16 contractor at any time from July 29, 2023 through April 30, 2025.

17          7.       The Court finds the proposed Class Notice fairly and adequately advises Class  
18 Members of (a) pendency of the Class Action Settlement; (b) conditional Class certification for  
19 settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the  
20 date, time and place of the Final Approval Hearing; (e) the terms of the proposed Settlement  
21 and the benefits available to Class Members under the Settlement; (f) their right to receive a  
22 proportionate share of the Net Settlement Amount without returning a claim form; (g) their  
23 right to request exclusion, and procedures and deadline for doing so; (h) their right to object to  
24 the Settlement, and the procedures and deadline for doing so; and, (i) their right to file  
25 documents in opposition to the Settlement, and appear at the Hearing.

26          8.       The Court finds the proposed Class Notice provides the best practicable notice  
27 to the Class and comports with all constitutional requirements, including those of due process.  
28 Accordingly, good cause appearing, the Court APPROVES the Class Notice.

1           9.       The Court further finds mailing of the Class Notice to the last known address of  
2 Class Members with measures taken for address verification and skip tracing of bad addresses,  
3 as described in the Agreement, is an effective method of notifying Class Members of their  
4 rights in the class action and the Settlement. Accordingly, IT IS ORDERED:

5                   A.       ILYM Group, Inc. be appointed the Settlement Administrator to  
6 administer the Settlement of this matter as more specifically set forth in the Agreement;

7                   B.       Mara Law Firm PC and Cohelan Khoury & Singer be appointed as Class  
8 Counsel;

9                   C.       Plaintiff Juan Garcia be appointed as Class Representative;

10                  D.       Within fifteen (15) calendar days (or, if that date falls on a weekend or  
11 holiday, the next business day) after the date the Court enters an Order Granting Preliminary  
12 Approval, Defendant shall provide the Settlement Administrator the Class Data containing the  
13 following information in a Microsoft Office Excel format for each Class Member and  
14 Aggrieved Employee: (i) full name; (ii) last known mailing address; (iii) email address (to the  
15 extent Defendant has an email on file); (iv) social security number; and (v) number of Class  
16 Period Installations and PAGA Installations.

17                  E.       Within fourteen (14) calendar days (or, if that date falls on a weekend or  
18 holiday, the next business day) days after receipt of the Class Data, and after checking Class  
19 Member information against the National Change of Address Database, the Settlement  
20 Administrator shall send the Class Notice to Class Members via First Class U.S. mail, using the  
21 most current, known mailing addresses for each Class Member.

22                  F.       On or before sixty (60) calendar days from the date the Settlement  
23 Administrator first mails the Class Notice (or, if the 60th day falls on a Sunday or holiday),  
24 Class Members who wish to exclude themselves from the Class must submit a written request  
25 for exclusion in the manner set forth in the Class Notice. In the event that a Class Notice is re-  
26 mailed to a Class Member, the Response Deadline for that Class Member shall be the extended  
27 by fourteen (14) calendar days.

28 ///

1           G.     On or before sixty (60) calendar days from the date the Settlement  
2 Administrator first mails the Class Notice (or, if the 60th day falls on a Sunday or holiday, the  
3 next business day), Class Members who wish to dispute the information upon which their  
4 Individual Class Payment will be calculated must submit a written dispute in the manner set  
5 forth in the Class Notice. In the event that a Class Notice is re-mailed to a Class Member, the  
6 Response Deadline for that Class Member shall be the extended by fourteen (14) calendar days.

7           H.     On or before sixty (60) calendar days from the date the Settlement  
8 Administrator first mails the Class Notice (or, if the 60th day falls on a Sunday or holiday, the  
9 next business day), Class Members who Object to the Settlement must submit a written  
10 objection in the manner set forth in the Class Notice. Class Members may also appear at the  
11 Final Approval Hearing to orally object, even if they have not submitted a written objection. In  
12 the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that  
13 Class Member shall be the extended by fourteen (14) calendar days.

14           10.    IT IS FURTHER ORDERED the Final Approval Hearing shall be held before  
15 the undersigned at 9:00 a.m. on 1/9/26, ~~2025~~ in Department 23 of the Superior Court  
16 of California, County of Sacramento, Gordon D. Schaber Courthouse located at 720 9th Street,  
17 Sacramento, California, 95814, to consider the fairness, adequacy, and reasonableness of the  
18 proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to  
19 consider the application for Class Representative Service Payment and Class Counsel's  
20 Attorneys' Fees and Costs incurred.

21           11.    IT IS FURTHER ORDERED if the Court does not enter Judgment in  
22 accordance with the Agreement, or it is vacated or reversed, the Parties will retain all rights,  
23 status quo ante, and this matter shall proceed.

24           12.    IT IS FURTHER ORDERED that pending further order of this Court, all  
25 proceedings in this matter, except those contemplated by this Order and the Agreement are  
26 stayed.

27 ///

28 ///

1           13.     The Court reserves the right to adjourn or continue the Final Approval Hearing  
2 without further notice to Class Members. If written objections are submitted, Class Counsel  
3 shall notify objecting Class Members of the new date and time set for the Final Approval  
4 Hearing.

5 IT IS SO ORDERED.

6  
7 Dated: 08/26/2025



*Jill Talley*

Honorable Jill H. Talley  
Judge of the Superior Court

# **EXHIBIT 2**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO**

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

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**24CV009779**

August 22, 2025

9:00 AM

**GARCIA, et al.**

**vs**

**BACKYARD PRODUCTS, LLC, et al.**

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**MINUTES**

**APPEARANCES:**

No Appearances

**NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement**

There being no request for oral argument, the Court affirmed the tentative ruling.

The Court affirmed the tentative ruling.

**TENTATIVE AFFIRMED**

Plaintiff Juan Garcia's ("Plaintiff") motion for preliminary approval of class and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED as follows.

**Overview**

This is a consolidated wage and hour action comprised of two complaints Plaintiff filed against Defendant Backyard Products, LLC ("Defendant"). On May 17, 2024, Plaintiff filed a class action complaint against Defendant, alleging the following causes of action: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to authorize and permit recovery periods; (6) failure to pay reporting time wages; (7) knowing and intentional failure to comply with itemized employee wage statement provisions; (8) failure to pay all wages due at termination; (9) failure to reimburse/illegal deductions; and (10) violation of the Unfair Competition Law. On October 2, 2024, Plaintiff filed a representative action under PAGA against Defendant (Case No. 24CV019984), alleging the following Labor Code violations: (1) failure to pay straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO**

provide rest periods; (5) failure to provide recovery periods; (6) failure to pay reporting time wages; (7) failure to pay all wages due at termination; (8) knowing and intentional failure to comply with itemized employee wage statement provisions; and (9) failure to reimburse/illegal deductions. On June 12, 2025, the Court signed an order consolidating both actions.

The Parties engaged in informal discovery prior to mediation. (Khoury Decl. ¶ 22.) Defendant produced pay data, exemplar contracts, recruiting and advertising documents, and information related to the size and scope of the Class. (*Ibid.*) On February 13, 2025, the Parties participated in a mediation with Jill Sperber, Esq. (*Id.* at ¶ 20.) The Parties reached a settlement at mediation and eventually entered into a written settlement agreement. (*Id.* at Ex. 1.) Plaintiff now seeks preliminary approval of this class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

## **Settlement Class Certification**

Plaintiff seeks to certify the following settlement class: all persons who performed installation services for Defendant in California as an independent contractor at any time from September 1, 2020 through April 30, 2025. (Agreement ¶¶ 1.5 & 1.12.) There are approximately 509 Class Members. (*Id.* at ¶ 4.1.) The Parties stipulated to certification for settlement purposes. (*Id.* at ¶ 13.1.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. The Court preliminarily certifies the proposed class for settlement purposes only.

## **Aggrieved Employees**

Aggrieved Employees are defined as: all persons who performed shed construction services for Defendant in California as an independent contractor at any time from July 29, 2023 through April 30, 2025. (Agreement ¶¶ 1.4 & 1.30.) There are approximately 153 Aggrieved Employees. (*Id.* at ¶ 4.1.) Aggrieved Employees will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement's class component. (*Id.* at ¶ 8.5.4 & Ex. A ("Class Notice").) Plaintiff's counsel gave notice of the settlement and motion to the Labor and Workforce Development Agency ("LWDA"). (Khoury Decl. Ex. 6; Declaration of Service.)

## **Class Representative**

The Court preliminarily appoints Plaintiff as Class Representative for settlement purposes.

## **Class Counsel**

The Court preliminarily appoints Mara Law Firm PC and Cohelan Khoury & Singer for settlement purposes.

## **Fair, Adequate and Reasonable Settlement**

The Court must find a settlement is "fair, adequate, and reasonable" before approving a class

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, 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, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendant will pay the Gross Settlement Amount (“GSA”) of \$1,350,000.00. (Agreement ¶ 3.1.) Defendant will separately pay employer-side payroll taxes on the wage portion of Class Member payments. (*Ibid.*) The following will be paid out of the GSA: (1) a service award of up to \$10,000 to Plaintiff; (2) attorneys’ fees of not more than one-third of the GSA (\$450,000) and litigation costs not to exceed \$30,000 to Class Counsel; (3) administration expenses not to exceed \$10,000 absent good cause; (4) individual Class Member payments; and (5) a PAGA Penalty of \$75,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees). (*Id.* at ¶¶ 3.2.1-3.2.5.)

For tax purpose individual Class Member payments will be treated as 30% wages and 70% interest/penalties. (Agreement ¶ 3.2.4.1.) Individual PAGA Payments will be treated entirely as penalties. (*Id.* at ¶ 3.2.5.1.) Class Members have 60 days to respond to the Class Notice. (*Id.* at ¶ 1.42.) Settlement checks that remain uncashed after 180 days will be sent to the California Unclaimed Property Fund in the name of the payee. (*Id.* at ¶¶ 4.4.1 & 4.4.3.) The average Class Member payment is estimated to be \$1,522.59; the average PAGA payment is estimated to be \$122.55. (Khouri Decl. ¶ 45.)

### **Disposition**

The Court finds that all relevant factors support preliminary approval. (*Dunk, supra*, 48 Cal.App.4th at 1802.) The moving papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted a thorough investigation into the facts and law and issues in this case, including the exchange of discovery and the review of extensive information. The settlement appears to be within the “ballpark of reasonableness.” (Khouri Decl. ¶¶ 23-39 & 63-74.) Therefore, the motion is granted. The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement. The Court will sign the proposed order submitted with the moving papers.

**The Final Approval Hearing will take place on January 9, 2026, at 9:00 a.m. in this Department. The Court will fill in the hearing date at paragraph 10 of the Proposed Order.**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

**Counsel for Plaintiff is directed to notice all parties of this order.**

Hearing on Motion for Final Approval of Settlement is scheduled for 01/09/2026 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

By: */s/ T. Shaddix*  
T. Shaddix, Deputy Clerk

Minutes of: 08/22/2025  
Entered on: 08/22/2025