

FILED
Superior Court of California,
County of Solano
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By: J. Castaneda, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

MIGUEL HERRERA GARCIA, individually, on
behalf of all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

CHAMPION SCAFFOLD SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CU24-06466

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Wendy
Getty, Dept. 8]*

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

PRELIMINARY APPROVAL HEARING

Date: December 4, 2025
Time: 9:00 a.m.
Dept: 8

Complaint filed: August 26, 2024
FAC filed: January 14, 2025
Trial date: not set

1 The Court has before it Plaintiff Miguel Herrera Garcia’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, along with the accompanying papers, the Class Action
4 and PAGA Settlement Agreement and Class Notice (which is referred to here as the “Settlement
5 Agreement”), and good cause 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, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Champion
10 Scaffold Services, Inc. (“Defendant,” and together with Plaintiff, the “Parties”), attached to the
11 Declaration of Tyler J. Woods in Support of Plaintiff’s Motion for Preliminary Approval of
12 Class Action Settlement as **Exhibit 1**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$750,000.00, to cover (a) settlement payments to class members who do not validly opt out;
18 (b) a \$37,500.00 payment to the State of California, Labor & Workforce Development Agency
19 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act (“PAGA”), with 65% of which (\$24,375.00) being paid to the LWDA and 35%
21 (\$13,125.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payments of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed
23 1/3 of the Gross Settlement Amount (\$250,000.00), and up to \$25,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$7,990.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 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 fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "means all persons who worked for Defendant in California as an
17 hourly-paid or non-exempt employee at any time during the Class Period, including current and
18 former employees." The Class Period is defined as August 26, 2020 through September 22,
19 2025.

20 6. 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.

28 7. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Miguel Herrera Garcia. The Court further preliminarily approves Plaintiff's ability to
2 request incentive awards up to \$10,000.00.

3 8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo,
4 Heriberto Ponce, Ruby Carrera, Alan Wilcox, and Lucy Nguyen of Wilshire Law Firm, PLC as
5 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
6 attorneys' fees of up to 1/3 of the Total Settlement Amount (currently set at \$250,000.00), and
7 costs not to exceed \$25,000.00.

8 9. The Court appoints Apex Class Action Administration as the Settlement
9 Administrator with reasonable administration costs estimated not to exceed \$7,990.00. The
10 Court finds that Apex Class Action Administration is qualified to administer the settlement and
11 that its appointment is appropriate.

12 10. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
14 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
15 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
16 thereto.

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

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

21 13. The Court orders the following Implementation Schedule:

22 Defendant to provide Class List to the 23 Settlement Administrator	Within 21 days after the Court grants Preliminary Approval of the Settlement
24 Settlement Administrator to mail the Class 25 Notice	Within 14 days after receipt of the Class List from the Defendant
26 Response Deadline (objections and requests 27 for exclusion)	60 days after Class Notice is mailed out by the Settlement Administrator

<p>1 Deadline to file Motion for Final Approval, 2 Request for Attorneys' Fees and Costs, and 3 Service Award to Plaintiffs</p>	<p>16 court days before hearing on Motion for Final Approval</p>
<p>4 Final Approval Hearing</p>	<p>June 11, 2026 at 9:00 a.m., in Department 8.</p>

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

7 **IT IS SO ORDERED.**

8
9 **Approved as to form.**

10 DATE:12/15/25



11 _____
Michael W. Nelson, Esq.
Harry M. DeCourcy, Esq.
LITTLER MENDELSON, P.C.

12
13 DATE: **12/16/2025**



14 _____
Hon. Wendy Getty
Solano County Superior Court