

1 Shaun Setareh (SBN: 204514)
Bradley Fagnani (SBN: 261330)
2 Farrah Grant (SBN: 293898)
SETAREH LAW GROUP
3 420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
4 Telephone (310) 888-7771
Facsimile (310) 888-0109
5 Email: shaun@setarehlaw.com; calendar@setarehlaw.com
Email: bradley@setarehlaw.com
6 Email: farrah@setarehlaw.com

7 Attorneys for Plaintiff HARRY DAVIS

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11 COMPLEX CIVIL LITIGATION

12 HARRY DAVIS, on behalf of himself and all
13 others similarly situated, and the general
14 public,

15 Plaintiff,

16 v.

17 ANAWALT LUMBER CO., INC., a California
18 corporation; and DOES 1 through 50, inclusive,
19 Defendants.

Case No. 23STCV05414

Assigned for All Purposes to the Honorable
Laura A. Seigle, Department 17

~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT

Date: September 11, 2026
Time: 9:00 a.m.
Dept: 17

Action Filed: March 10, 2023

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

On September 11, 2026, this Court conducted a hearing on the Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”). Having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) and Class Notice (“Notice”), the Motion for Preliminary Approval and all of the legal authorities and documents submitted in support thereof and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion for Preliminary Approval is **GRANTED**, subject to the following findings and orders:

1. The Court grants preliminary approval of the settlement based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable to the Settlement Class Members.

2. This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

3. The Court conditionally certifies and approves, for settlement purposes only, a Settlement Class defined as follows: all individuals who were employed by Defendants in the State of California and classified as non-exempt employees during the Class Period and did not sign arbitration agreements. The Class Period is defined as the period from March 10, 2019, to July 1, 2024.

4. The class action and PAGA settlement set forth in the Settlement Agreement, entered into among the Parties and their counsel and fully executed on September 8, 2026, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Settlement Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

5. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement. The Court finds that the Settlement appears to be within the range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that the Settlement terms are fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive and costly investigation

1 and research has been conducted such that counsel for the parties at this time are reasonably able to
2 evaluate their respective positions. It further appears to the Court that the Settlement at this time will
3 avoid substantial additional costs by all parties, as well as the delay and risks that would be presented
4 by the further prosecution of the Action. It appears that the Settlement has been reached as a result
5 of intensive, arms-length negotiations utilizing an experienced third-party neutral.

6 6. The Court preliminarily approves the scope of the release of claims set forth in
7 Paragraphs 5.2 and 5.3 of the Settlement Agreement, which is consistent with the description of the
8 releases set forth in the Class Notice, as follows:

9 Release by Participating Class Members Who Are Not Aggrieved Employees.

10 All Participating Class Members, on behalf of themselves and their respective
11 former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, will release the Released Parties from all claims that were
13 alleged, or reasonably could have been alleged, based on the facts and claims
14 alleged in the Operative Complaint, and ascertained in the course of the Action,
15 including the following claims for relief: (i) failure to pay minimum and straight
16 wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest
17 periods; (iv) failure to pay vacation wages; (v) failure to provide accurate written
18 wage statements; (vi) failure to timely pay final wages during employment and at
19 termination; (vii) failure to provide accurate itemized wage statements; (viii) failure
20 to indemnify employees for expenditures; (ix) unfair business practices; (x)
21 unlawful time rounding; (xi) failure to pay overtime, break premiums, and sick pay
22 at the regular rate of pay; (xii) alleged violation of Labor Code sections 201, 202,
23 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 432,
24 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1198, and 1198.5 *et. seq.*, and any applicable Industrial Welfare
26 Commission Wage Orders; (xiii) an alleged violation of Business & Professions
27 Code section 17200, *et seq.*; and (xiv) all claims for damages, penalties, interest,
28 attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in
California statute, ordinance, regulation, common law, or other source of law.
Except as set forth in Paragraph 5.3 of the Settlement Agreement, Participating
Class Members do not release any other claims, including claims for vested
benefits, wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers' compensation, or
claims based on facts occurring outside the Class Period.

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1 Release by Participating Class Members Who Are Aggrieved Employees and Non-
2 Participating Class Members.

3 Plaintiff and all Participating Class Members who are Aggrieved Employees, and
4 Non-Participating Class Members who are Aggrieved Employees, are deemed to
5 release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
7 Released Parties from all claims for PAGA penalties that were alleged, or
8 reasonably could have been alleged, based on the facts and claims alleged in the
9 Operative Complaint and/or PAGA Notice, and ascertained in the course of the
10 Action, including claims for: (i) failure to pay minimum and straight wages; (ii)
11 failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to
12 authorize and permit rest periods; (v) failure to timely pay final wages during
13 employment and at termination; (vi) failure to provide accurate itemized wage
14 statements; (vii) failure to indemnify employees for expenditures; (viii) unfair
15 business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break
16 premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor
17 Code sections 201, 202, 203, 204, 223, 225.5, 226, 226.3, 226.7, 227.3, 510, 512,
18 1194, 1194.2, 1197, 1197.1, and 1198, and any applicable Industrial Welfare
19 Commission Wage Orders.

20 7. The Court finds that the foregoing release language, which mirrors Paragraphs 5.2 and
21 5.3 of the Settlement Agreement and the Released Claims section of the Class Notice, is fair, adequate,
22 reasonable, and narrowly tailored to the claims alleged in the Operative Complaint and PAGA Notice.

23 8. The Court hereby preliminarily approves the definition and disposition of the Gross
24 Settlement Amount (“GSA”) as that term is defined in the Settlement. The GSA is \$200,000. The
25 Court preliminarily approves the following deductions \$66,666.67 in attorneys’ fees (representing 1/3
26 of the GSA), up to \$20,000 in litigation costs, administration costs estimated to be \$6,490, \$10,000 to
27 Plaintiff Harry Davis as a class representative service award, \$5,000 paid to the Aggrieved Employees
28 and \$15,000 paid to the Labor Workforce Development Agency. The Court preliminarily approves
the above distribution of the GSA, all subject to the Court’s Final Approval of the Settlement,
Attorney’s Fees, and Costs.

 9. The Court approves the Parties’ allocation of \$20,000.00 to settle claims under the
Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code § 2699(i),
75% of this amount, or \$15,000.00 shall be paid to the California Labor & Workforce Development

1 agency and the remaining 25%, or \$5,000.00, shall be paid to Aggrieved Employees in the manner set
2 forth in the Settlement Agreement.

3 10. The Court approves as to form and content the Class Notice attached to the Settlement
4 Agreement as sub-exhibit Exhibit A. The Court approves the procedure for Class Members to request
5 exclusion from or to object to the Settlement as set forth in the Class Notice.

6 11. The Court directs the mailing of the Class Notice in accordance with the
7 Implementation Schedule set forth in the Settlement Agreement and Plaintiff's Motion for Preliminary
8 Approval. The Court finds that the manner and mode of giving notice to Class Members meet the
9 requirements of due process and provides the best notice practicable under the circumstances and shall
10 constitute due and sufficient notice to all persons entitled thereto.

11 12. The Class is preliminarily certified for settlement purposes only.

12 13. The Court preliminarily approves Setareh Law Group as Class Counsel.

13 14. The named Plaintiff Harry Davis is a suitable class representative and is preliminarily
14 appointed as Class Representative for the Class.

15 15. The Court approves Apex Class Action LLC as the Settlement Administrator.

16 16. A Final Approval Hearing on the question of whether the proposed Settlement,
17 attorneys' fees and costs to Class Counsel, the Plaintiff's Service Payment, the PAGA Settlement
18 Amount, and Settlement Administration Costs should finally be approved as fair, reasonable, and
19 adequate as to the Class Members is scheduled for February 16, 2027, at 9 a.m.
20 .m. in Department 17 of this Court.

21 17. Pending the Fairness Hearing and Final Approval, all proceedings in this Action, other
22 than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
23 Order, are hereby stayed, subject to being lifted by further order of the Court for good cause shown,
24 and any and all deadlines are vacated except for those set forth herein.

25 18. The Court reserves the right to adjourn the date of the Final Approval Hearing without
26 further notice to the Class Members and retains jurisdiction to consider all further applications arising
27 out of or connected with the proposed Settlement.

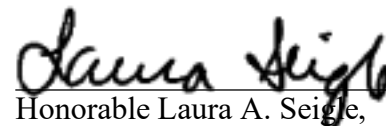
1 19. All further proceedings in this Action shall be stayed except such proceedings
2 necessary to review, approve, and implement this Settlement.

3 20. If, for any reason, the Settlement is not finally approved or does not become effective,
4 this Order Granting Preliminary Approval of Class Action Settlement shall be deemed vacated and
5 shall have no force or effect whatsoever, and the Action shall proceed as if no settlement had been
6 attempted.

7 **IT IS SO ORDERED.**

8
9 Dated: 09/14/2026




Honorable Laura A. Seigle,
Judge of the Superior Court
Laura A. Seigle / Judge

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 420 N Camden Dr, Suite 100, Beverly Hills, CA 90210.

On September 11, 2026, I served the foregoing document described as: [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT on the parties to this action by placing a true copy thereof in a transmission or sealed envelope or package addressed to the person(s) at the address(es) as set forth below and caused said envelope, package, or transmission, to be served in the following manner:

 BY MAIL. I caused such envelope or package with postage thereon fully prepaid to be placed in the United States mail at Beverly Hills, California.

 BY FAX. I caused such documents to be faxed at Beverly Hills, California from fax number (310) 888-0109.

 BY PERSONAL SERVICE. I caused such envelope or package to be delivered by hand to the addressee(s).

 BY OVERNIGHT MAIL. I caused such documents to be placed in a sealed envelope and delivered to an overnight courier company for overnight service to the office(s) of the addressee(s).

 X **BY ELECTRONIC MAIL.** By e-mailing the above referenced document(s) to the person(s) at the e-mail address(es) of the addressee(s).

ADDRESSEE(S):

Diana M. Estrada
Brian Foster
**WILSON, ELSE, MOSKOWITZ,
EDELMAN & DICKER LLP**
555 South Flower Street, Suite 2900
Los Angeles, California 90071
Telephone: (213) 443-5100
Email: diana.estrada@wilsonelser.com
Email: Brian.Foster@wilsonelser.com
Attorneys for Defendant
ANAWALT LUMBER CO., INC.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 11, 2026 at Beverly Hills, California.

By: Ysayana Sandavone
YSAYANA SANDAVONE