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FILED
Superior Court of California
County of Los Angeles

AUG 21 2025

David W. Slayton, Executive Officer/Clerk of Court

By: P. Salcido, Deputy

Attorneys for Plaintiff Franky Beltran

individually and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

FRANKY BELTRAN, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

UNLIMITED ENTERPRISES, LLC;
AMAZON LOGISTICS, INC.; RODERICK
HENLEY, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV00639

*[Assigned for all purposes to Hon. Tony L.
Richardson, Dept. 39]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Memorandum of
Points and Authorities in Support of Motion
for Preliminary Approval; Declaration of
Plaintiff Franky Beltran; and Declaration of
Haig B. Kazandjian]*

Complaint Filed: January 11, 2023
Trial Date: Not yet set

1 This matter came before the Honorable Tony L. Richardson of the Superior Court of the
2 State of California, in and for the County of Los Angeles, on August 21, 2025 for hearing on
3 the unopposed motion by Plaintiff Franky Beltran ("Plaintiff") for preliminary approval of the
4 Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") with Defendants
5 Unlimited Enterprises, LLC, Amazon Logistics, Inc., and Roderick Henley, an individual
6 (collectively "Defendants"). The Plaintiff and Defendants shall collectively be referred to as the
7 "Parties." The Court, having considered the briefs, arguments of counsel and all matters
8 presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

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11 **IT IS HEREBY ORDERED:**

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13 1. The Court preliminarily approves the Settlement attached as **Exhibit 1** to the
14 Declaration of Haig B. Kazandjian in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement set forth
16 in the Agreement is within the range of possible final approval, pursuant to the provisions of
17 Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. The Gross Settlement Amount that Defendants shall pay is One Hundred and
21 Eighty-Five Thousand Dollars (\$185,000.00). It appears to the Court on a preliminary basis that
22 the Settlement amount and terms are fair, adequate and reasonable as to all potential Class
23 Members when balanced against the probable outcome of further litigation and the significant
24 risks relating to certification, liability and damages issues. It further appears that investigation
25 and research have been conducted such that counsel for the Parties are able to reasonably
26 evaluate their respective positions. It further appears to the Court that the Settlement will avoid
27 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
28

presented by further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3) of the Gross Settlement Amount in the amount of \$61,660.50, an award of litigation expenses incurred, not to exceed \$12,000, and a proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500.00. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, prior to final approval.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all persons who are or were employed by Unlimited and alleged to be jointly employed by Defendants in California and classified as hourly, non-exempt employees during the Class Period of January 11, 2019 through the date the Court grant's Plaintiff's Motion for Final Approval of Settlement."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class;

(d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Haig B. Kazandjian Lawyers, APC as Class Counsel.

9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of \$20,000.00, which shall be allocated \$15,000 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and \$5,000 to the allegedly Aggrieved Employees. "Aggrieved Employees" are all individuals who are or were previously employed by Unlimited and alleged to be jointly employed by Defendants in the State of California who were classified as hourly, non-exempt employees during the period of February 17, 2021, to the date the Court grants Plaintiff's Motion for Final Approval of the Settlement (the "PAGA Period")."

10. Pursuant to Labor Code Section 2699, subdivision (1)(2), the LWDA has been provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

11. The Court hereby approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-

1 mail the Class Notice Packet to any new address for the Class Member no later than three (3)
2 business days after the receipt of the undelivered Class Notice.

3 12. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
4 fifteen (15) days after this Order, Unlimited will provide to the Administrator an electronic
5 database containing the Class Data. The Administrator will perform address updates and
6 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
7 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
8 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
9 Mail to their last known address.

10 13. The Court hereby preliminarily approves the proposed procedure for exclusion
11 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
12 from the Class as provided in the Class Notice by following the instructions for requesting
13 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must
14 be postmarked or received no later than forty-five (45) calendar days after the date of the mailing
15 of the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response
16 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
17 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
18 Any such person who chooses to opt out of and be excluded from the Class will not be entitled
19 to any recovery under the Class Settlement and will not be bound by the Class Settlement or
20 have any right to object, appeal or comment thereon. Class Members who have not requested
21 exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment.
22 A request for exclusion may only opt out that particular individual, and any attempt to effect an
23 opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

24 14. Any Class Member who has not opted out may appear at the final approval hearing
25 and may object or express the Member's views regarding the Settlement, and may present
26 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
27 and determined by the Court as provided in the Notice. Class Members will have until the
28 Response Deadline to submit their written objections to the Administrator. Written objections

1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
4 Hearing to make an oral objection.

5 15. A final approval hearing shall be held before this Court on February 17, 2026 at
6 8:30 a.m.; OR _____ at _____ in Department 39 at the Stanley
7 Mosk Courthouse of the Los Angeles County Superior Court to hear the Motion for Final
8 Approval and the Motion for Attorneys' Fees and Costs, and to determine all necessary matters
9 concerning the Settlement, including, whether the proposed settlement of the Action on the
10 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
11 be finally approved by the Court; whether the Final Approval Order and Judgment should be
12 entered herein; whether the plan of allocation contained in the Agreement should be approved
13 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees
14 and costs, service awards, and the fees and expenses of the Administrator. All papers in support
15 of the Motion for Final Approval and for attorneys' fees, costs and service awards shall be filed
16 with the Court and served on all counsel no later than sixteen (16) court days before the final
17 approval hearing.

18 16. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendants in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or
21 representative action, and shall not be used as evidence of, or used against Defendants as, an
22 admission or indication in any way, including with respect to any claim of any liability,
23 wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation
24 asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement,
25 nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any
26 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence
27 as, received as or deemed to be evidence for any purpose adverse to the Defendants, including,
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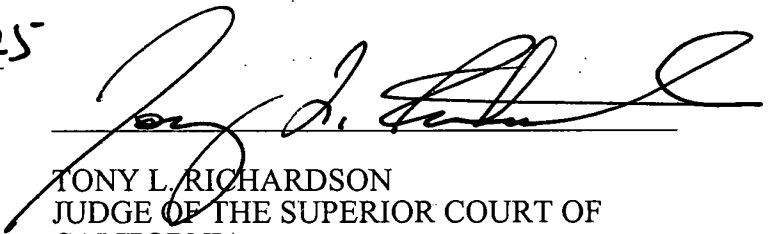
1 but not limited to, evidence of a presumption, concession, indication or admission by Defendants
2 of any liability, fault, wrongdoing, omission, concession or damage.

3 17. In the event the Settlement does not become effective in accordance with the terms
4 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails
5 to become effective for any reason, this Order shall be rendered null and void and shall be
6 vacated, and the Parties shall revert to their respective positions as of before entering into the
7 Agreement, and expressly reserve their respective rights regarding the prosecution and defense
8 of this Action, including all available defenses and affirmative defenses, and arguments that any
9 claim in the Action could not be certified as a class action and/or managed as a representative
10 action. In such an event, the Court's orders regarding the Settlement, including this Order, shall
11 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
12 alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

13 18. The Court reserves the right to adjourn or continue the date of the final approval
14 hearing and all dates provided for in the Agreement without further notice to Class Members,
15 and retains jurisdiction to consider all further applications arising out of or connected with the
16 proposed Settlement.

17 **IT IS SO ORDERED.**

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19 Dated: August 21, 2025

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21 
22 TONY L. RICHARDSON
23 JUDGE OF THE SUPERIOR COURT OF
24 CALIFORNIA
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PROOF OF SERVICE

Franky Beltran v. Unlimited Enterprises, LLC, et al.
23STCV00639

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Eva Gomez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 801 North Brand Blvd., Suite 1015, Glendale, California 91203. My electronic service address is eva@hbklawyers.com.

On April 28, 2025 I served the following:

1. NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
2. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
3. DECLARATION OF PLAINTIFF FRANKY BELTRAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
4. DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
5. [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties by following one of the methods of service as follows:

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Herley

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15 Attorneys for Defendant Amazon Logistics, Inc.

16
17
18 (X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los
19 Angeles, California, by e-mail delivery on the parties listed herein at their most recent
20 known email address or e-mail of record in this action.

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

23 Executed on April 28, 2025 at Glendale, California.

24
25 /s/ Eva Gomez
26 Eva Gomez
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