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FILED
Superior Court of California
County of Los Angeles

09/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 ROMAN MCGREW, individually and on
14 behalf of others similarly situated

15 Plaintiff,

16 vs.

17 PABON CONSTRUCTION COMPANY, a
18 California corporation and DOES 1 through
19 50, inclusive,

20 Defendants.

CASE NO. 21STCV30819

*Assigned for All Purposes to: Hon. Carolyn B.
Kuhl, Dept. 12*

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

Hearing Date: September 20, 2023

Hearing Time: 10:00 a.m.

Department: 12

Complaint Filed: August 20, 2021

Trial Date: Not Set

1 **~~PROPOSED~~ ORDER**

2 The Motion of Plaintiff Roman McGrew (“Plaintiff”) for Preliminary Approval of Class
3 Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on
4 September 20, 2023. The Court, having fully reviewed Plaintiff’s Motion, the Points and
5 Authorities and Declaration filed in support thereof, the Parties’ Joint Stipulation of Class Action
6 and PAGA Settlement (“Settlement” or “Settlement Agreement”) and the proposed Notice of
7 Settlement (“Notice”), and in recognition of the Court’s duty to make a preliminary determination
8 as to the reasonableness of any proposed Class Actions settlement, and if preliminarily determined
9 to be reasonable, to ensure proper notice is provided to Class Members in accordance with due
10 process requirements; and to conduct a Final Approval hearing as to the good faith, fairness,
11 adequacy and reasonableness of any proposed settlement, THE COURT HEREBY MAKES THE
12 FOLLOWING DETERMINATIONS AND ORDERS:

13 1. The Court finds, on a preliminary basis, that the Settlement Agreement, which is
14 attached as Exhibit 2 to the Declaration of Heather Davis, and is incorporated in full by this
15 reference and made a part of this Order, appears to be fair, adequate, and reasonable to the Class.
16 Accordingly, the Court grants preliminary approval of the proposed settlement based upon the
17 terms set forth in the Settlement Agreement.

18 2. All capitalized terms defined in the Settlement Agreement shall have the same
19 meaning when used in this Order.

20 3. The Settlement falls within the range of reasonableness of a settlement which could
21 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
22 only to any objections that may be raised at the Final Approval Hearing and final approval by this
23 Court.

24 4. The Court finds and concludes that the Settlement is the result of arms-length
25 negotiations between the parties conducted after Class Counsel had adequately investigated
26 Plaintiff’s claims and became familiar with their strengths and weaknesses. The assistance of an
27 experienced mediator in the settlement process further confirms that the Settlement is non-
28 collusive. The Court further finds that the settlement of Plaintiff’s representative claims under the

1 California Private Attorneys General Act (Cal. Labor Code §§2698 *et seq.*) (“PAGA”) is fair and
2 reasonable and is approved.

3 5. In accordance with the Settlement Agreement, the Court hereby certifies the
4 following class for purposes of settlement: All current and former hourly-paid, non-exempt
5 employees of Defendant Pabon Construction Company who were employed by Defendant Pabon
6 Construction Company in the State of California at any time between August 20, 2017 and June
7 15, 2023.

8 6. The Court finds that certification of this case for settlement purposes is a superior
9 method of adjudication as opposed to alternate means for a fair and efficient adjudication of the
10 litigation.

11 7. The Court finds that Protection Law Group, LLP will fairly and adequately
12 represent the Class, and appoints them as Class Counsel as to the conditionally certified Class.

13 8. The Court finds that Plaintiff Roman McGrew will fairly and adequately represent
14 the Class, and appoints Plaintiff as Class Representative as to the conditionally certified Class.

15 9. The Court finds that the proposed settlement administrator, Phoenix Settlement
16 Administrators (“Settlement Administrator”), is an adequate settlement administrator and is
17 hereby appointed to perform the duties of the Settlement Administrator as set forth in this Order
18 and the Settlement Agreement.

19 10. The Court approves, as to form and content, the Notice, which is attached as Exhibit
20 A to the Settlement Agreement, and finds that it comports with due process requirements. The
21 Court further finds that the Notice adequately advises the Class about the terms and conditions of
22 this proposed settlement and their rights thereunder. The Court approves the timing and
23 procedures for mailing of the Notice and settlement documents, and the timing and procedures for
24 objecting to the Settlement, and the timing and procedures of opting out of the Settlement, as
25 specifically described in the Settlement Agreement.

26 11. Within fourteen (14) days of the issuance of this Order, Defendant shall provide the
27 Settlement Administrator with the Class Member information specified in the Stipulation of
28 Settlement.

1 12. Within seven (7) days after receipt of the Class Member information from
2 Defendant, the Settlement Administrator shall mail the Notice in the manner specified in the
3 Stipulation of Settlement.

4 13. The Court orders that any request for exclusion from the non-PAGA portion of the
5 Settlement must be postmarked no later than sixty (60) days after the Notice is initially mailed to
6 Class Members, and must be received by the Settlement Administrator to be valid.

7 14. The Final Approval Hearing shall be held before this Court in Department 12 of the
8 Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, on
9 ~~ON A DATE TO BE DETERMINED~~, at _____ a.m. / p.m., to consider the fairness, adequacy, and
10 reasonableness of the proposed settlement preliminarily approved by this Order, and to consider
11 the motion of Class Counsel for an award of reasonable attorneys' fees and costs and Class
12 Representative Incentive Payment.

13 15. All briefs in support of final approval of the Settlement and for award of attorneys'
14 fees, costs, and Class Representative service payment shall be filed no later than sixteen (16) court
15 days before the hearing.

16 16. The Court enjoins Plaintiff and all Class Members and anyone acting on behalf of
17 any Class Member, unless and until the Class Member opts out of the non-PAGA portion of the
18 Settlement, from: further prosecution of this litigation; filing, or taking any action directly or
19 indirectly, to commence, prosecute, pursue or participate on a class or collective action basis any
20 action, claim or proceeding arising out of the facts alleged in the First Amended Complaint against
21 Defendant in any forum in which any of the claims subject to the Settlement are asserted, or which
22 in any way would prevent any such claims from being extinguished; or seeking, whether on a
23 conditional basis or not, certification of a class or collective action that involves any such claims.

24 17. The Court expressly reserves the right to adjourn or continue the Final Approval
25 Hearing without further notice to Class Members.

26 **IT IS SO ORDERED.**

27 Date: 09/20/2023



Carolyn B. Kuhl

28 _____
Carolyn B. Kuhl / Judge
The Honorable Carolyn B. Kuhl
SUPERIOR COURT JUDGE