

1 PAUL T. GRECO (SBN 222878)
PAUL GRECO LAW
2 503 S. McClelland St.
Santa Maria, CA 93454
3 Telephone: (805) 864-2611
Facsimile: (805) 864-2611
4 paul@paulgrecolaw.com

ELECTRONICALLY FILED: 12/14/2022
San Luis Obispo Superior Court
By: McCormick, Karen

5 RUBEN ESCOBEDO (SBN 277866)
WORKWORLD LAW CORP.
6 A Professional Corporation
6907 El Camino Real, Ste A
7 Atascadero, CA 93422
8 Telephone: (805) 335-2476
Facsimile: (805) 892-6213
9 Email: ruben@workworldlaw.com

10 Attorney for Plaintiff, LUKE GRABEEL,
Individually, and on Behalf of Other Members of the
11 Public Similarly Situated and the State of California

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SAN LUIS OBISPO
15

16 LUKE GRABEEL, Individually, and on
17 Behalf of Other Members of the Public
Similarly Situated and the State of California,

CASE NO: 20CV-0501
Assigned for All Purposes to:
Hon. Tana L. Coates – Dept. 9

18 Plaintiff,

CLASS ACTION

19 vs.
20

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

21 PAPICH CONSTRUCTION COMPANY,
INC., a corporation; and DOES 1 through 25,
22 inclusive,

Date: December 14, 2022
Time: 9:00 a.m.
Dept.: 9

23 Defendants.
24

Trial Date: None

Complaint filed: September 25, 2020

26 Plaintiff Luke Grabeel, Individually, and on Behalf of Other Members of the Public
27 Similarly Situated and the State of California (“Plaintiff”) filed his Motion for Final Approval of
28 Class Action Settlement. Counsel for Plaintiff and Defendant appeared by and through their

1 respective counsel. The matter came on regularly for hearing. Having considered the papers filed
2 by all parties, the Court grants the Motion, and hereby ORDERS, ADJUDGES AND DECREES
3 as follows:

4 1. The Court hereby GRANTS full and final approval of the terms and conditions
5 contained in the Settlement Agreement (“Settlement Agreement”) entered into between Plaintiff
6 and Defendant Papich Construction Company, Inc. (“Defendant”). The Settlement Agreement is
7 hereby fully and finally approved and shall be carried out and effectuated according to its terms
8 and this Order. This Order incorporates by reference the definitions in the Settlement Agreement.
9 All terms defined in the Settlement shall have the same meaning in this Order.

10 2. The Court finds that the Settlement Agreement and the terms and conditions set
11 forth therein are fair, reasonable, and adequate and in the best interests of the Class (defined
12 below). The Court further finds that the Class Members who have not opted out shall be bound by
13 this settlement, including the Release of Claims, and the Court concludes that this settlement
14 should be and is hereby finally approved.

15 3. For purposes of this settlement only, the Court has certified a Class defined as: all
16 persons employed as drivers or similar field positions by Papich Construction Company, Inc. in
17 the State of California from April 6, 2016 until June 15, 2022. This Court has jurisdiction over the
18 subject matter of this litigation and over all parties to the litigation, including Plaintiff and the
19 Class Members.

20 4. The Court finds that pursuant to the Preliminary Approval Order, notice was given
21 to Class Members of the terms of the settlement. The Class Notice (including the forms sent with
22 it) fairly and adequately informed Class Members of the terms of the proposed Settlement and the
23 benefits available to Class Members thereunder. The Class Notice further informed Class
24 Members of the pendency of the Action, of the proposed Settlement, of Class Members’ right to
25 receive their share of the Settlement (if approved), of the scope and effect of the Released Class
26 Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection
27 forms, timing and procedures, of the date of the Final Approval Hearing, and of the right to attend
28 the Final Approval Hearing. Class Members had adequate time to consider this information and to

1 use the procedures identified in the Class Notice. The Court finds and determines that this notice
2 procedure afforded adequate protections to Class Members and properly advised the Class
3 Members of the final approval hearing, and that no objections to the settlement have been made.
4 The Court further finds that the Class Notice, given by first-class mail, was the best notice under
5 the circumstances and satisfies the requirements of due process under California Code of Civil
6 Procedure section 382 and applicable law.

7 5. One (1) individual opted out of the Settlement and is therefore not bound by the
8 terms of the Settlement or this Order. The individual who opted out of the Settlement was: Rodney
9 Kirby.

10 6. The Court finds that the Settlement offers significant monetary recovery to Class
11 Members and Aggrieved Employees and finds that such recovery is fair, adequate and reasonable
12 when balanced against further litigation related to liability and damages issues. The Court further
13 finds that the Parties have conducted significant investigation, formal and informal discovery,
14 research and litigation such that counsel for the Parties are able to reasonably evaluate their
15 respective positions at this time. The Court finds that the proposed Settlement, at this time, will
16 avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay
17 inherent to further prosecution of the claims being alleged. The Court further finds that the Parties
18 reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus,
19 the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in all
20 respects, fair, adequate and reasonable, and consistent with and in compliance with California law,
21 and orders that Plaintiff, Class Members, and Defendant shall consummate the settlement in
22 accordance with the terms of the Settlement Agreement.

23 7. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
24 and in accordance with the terms set forth in the Settlement. The terms of the Settlement, and this
25 Order and Judgment, shall be binding on Plaintiff, Participating Class Members, the State of
26 California, and the Aggrieved Employees, and those terms shall have res judicata, collateral
27 estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings
28 maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or

1 other proceedings constitute Released Class Claims or Released PAGA Claims as set forth in the
2 Settlement. The Parties are ordered to cause a copy of this Order and Judgment to be posted by the
3 Settlement Administrator on its website, to provide notice to the Class as required by California
4 Rule of Court 3.771(b). Plaintiff is directed to submit a copy of this Order and Judgment to the
5 LWDA.

6 8. The Court confirms the appointment of the Class Representative Luke Grabeel and
7 his attorney of record, Ruben Escobedo of the WorkWorld Law firm, to act on behalf of the Class
8 in connection with the settlement.

9 9. The Court approves payment of the Class Counsel Fees and Costs Payment, Class
10 Representative Payment, Settlement Administrator Payment to the Settlement Administrator, and
11 the payments to Participating Class Members, as set forth in the Settlement.

12 10. The Court finds that the amounts of the PAGA Payment to be distributed to the
13 LWDA and the Aggrieved Employees, as set forth in the Settlement Agreement, are fair,
14 reasonable, and adequate and in the best interests of the State of California and the Aggrieved
15 Employees, and orders the Settlement Administrator to make payments to the LWDA and the
16 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court
17 approves, as to form and content, the Notice to Aggrieved Employees submitted by the parties.
18 The Court directs the Settlement Administrator to mail individual payments to Aggrieved
19 Employees and the Notice to Aggrieved Employees in accordance with the terms of the Settlement
20 Agreement.

21 11. The Court orders Defendant to pay the sum of \$150,000 to the Settlement
22 Administrator, ILYM Group, Inc., and the Court orders ILYM Group, Inc. to distribute payment
23 of the settlement funds in accordance with the Settlement Agreement. In accordance with the
24 terms of the Settlement the Court orders that all Participating Class Members and Aggrieved
25 Employees, regardless of whether or not they cash any checks they receive from the Settlement
26 Administrator, will be bound by the releases detailed in the Settlement and in this Order.

27 12. Upon the occurrence of the Effective Date, as defined in the Settlement, the Court
28 hereby orders that all Participating Class Members shall be deemed to have released the Released

1 Class Claims (as that term is defined in the Settlement), that all Aggrieved Employees shall be
2 deemed to have released the Released PAGA Claims (as that term is defined in the Settlement),
3 and that Plaintiff shall be deemed to have released the Named Plaintiff Released Claims (as that
4 term is defined in the Settlement).

5 13. The Court hereby orders that in accordance with the Settlement, any and all future
6 claims brought by Participating Class Members and/or Aggrieved Employees (as well as their
7 heirs, executors and administrators, successors and assigns) within the definition of the Released
8 Class Claims or Released PAGA Claims shall be barred by res judicata, upon the occurrence of
9 the Effective Date. The Court orders that upon the occurrence of the Effective Date, all Released
10 Class Claims of each and every Participating Class Member, and all Released PAGA Claims of
11 each and every Aggrieved Employee, are and shall be deemed to be conclusively released as
12 against Defendant and the Released Parties (as set forth in the Settlement). The Court orders that
13 upon the occurrence of the Effective Date, all persons and entities who are Participating Class
14 Members and/or Aggrieved Employees are forever barred and enjoined from commencing,
15 prosecuting, or continuing, either directly or indirectly, against Defendant and the Released
16 Parties, in this or any other jurisdiction or forum, any and all Released Class Claims or Released
17 PAGA Claims.

18 14. Neither this Order and Judgment nor the Settlement (or any other document
19 referred to in this Order and Judgment or the Settlement) is, may be construed as, or may be used
20 as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
21 validity of any claims in the lawsuit or of any wrongdoing or violation of law. The Settlement is
22 not a concession by the Parties and, to the extent permitted by law, neither this Order and
23 Judgment nor the Settlement, nor any of their terms or provisions, nor any of the negotiations or
24 proceedings connected with them, shall be offered as evidence or received in evidence in any
25 pending or future civil, criminal, or administrative action or proceeding to establish any liability
26 of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order
27 shall be interpreted as prohibiting the use of this Order or the entry of Judgment in a proceeding to
28 consummate or enforce the Settlement, or defend against the assertion of claims in any other

1 proceeding, or as otherwise required by law. This Order and the Settlement may be filed in any
2 action against or by Defendant or the Released Parties to support a defense of res judicata,
3 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
4 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

5 15. The Court retains continuing jurisdiction as to all matters relating to the
6 administration and consummation of the settlement as provided in the Settlement Agreement and
7 all other matters covered in this Order and Judgment.

8 16. Nothing in this Order shall preclude any action to enforce Defendant's obligations
9 under the Settlement Agreement, including the requirement that it make payments to the Class in
10 accordance with the terms of the Settlement Agreement.

11 17. Upon entry of this Order, Judgment shall be deemed entered herein and, except as
12 otherwise provided in the Settlement Agreement, Plaintiff, the Class, and Class Counsel shall bear
13 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit.

14 Having granted final approval of the Settlement Agreement between the parties in the
15 above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND
16 DECREES that Judgment in this matter is entered in accordance with the Settlement Agreement
17 and this Order.

18 **IT IS SO ORDERED.**

19
20 DATED: 12/14/2022



JUDGE OF THE SUPERIOR COURT