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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9
10 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 ROMAN MCGREW, individually and on
behalf of others similarly situated

12 Plaintiff,

13 vs.

14 PABON CONSTRUCTION COMPANY, a
15 California corporation and DOES 1 through
16 50, inclusive,

17 Defendants.
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CASE NO. 21STCV30819

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

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

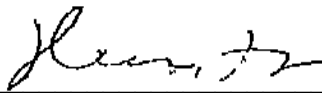
Complaint Filed: August 20, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on February 15, 2024, the Honorable Carolyn B. Kuhl, in
3 Department 12 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles,
4 California 90012 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 February 15, 2024.

7
8 Dated: February 15, 2024

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff*
14 ROMAN MCGREW
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EXHIBIT A

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ROMAN MCGREW

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

ROMAN MCGREW, individually and on behalf
of others similarly situated

Plaintiff,

vs.

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

Defendants.

CASE NO. 21STCV30819

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

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: February 15, 2024

Hearing Time: 10:30 a.m.

Dept: 12

Complaint filed: August 20, 201

Trial: None Set

FILED
Superior Court of California
County of Los Angeles

02/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class and PAGA Action (“Action”) having come before the Court on February 15, 2024, for a hearing and Final Order Approving Class Action and PAGA Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff Roman McGrew’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement.

2. All terms used herein shall have the same meaning as defined in the Agreement.

3. The term “Class” and “Class Members” shall mean the following: “all current and former hourly-paid, non-exempt employees of Defendant Pabon Construction Company (“Defendant”) who were employed by Defendant in the State of California at any time between August 20, 2017 and June 15, 2023.” The term “Participating Class Member” includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Agreement.

4. The term “PAGA Group Members” shall mean the following: “all current and former non-exempt employees of Defendant Pabon Construction Company (“Defendant”) who were employed by Defendant in the State of California at any time between August 19, 2020 and June 15, 2023.”

5. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Group Members.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Amended Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the

1 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
2 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all
3 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due
4 process. All Class Members, all Released Class Claims and all Released PAGA Claims, are
5 covered by and included within the Settlement and this Final Order.

6 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this class action settlement under
10 California law, including the provisions of California Code of Civil Procedure section 382 and
11 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
12 *Superior Court*, 4 Cal.3d 800, 821 (1971).

13 8. The Court hereby confirms Heather Davis, Amir Nayebdadash, and Luke Clapp,
14 of Protection Law Group, LLP as Class Counsel.

15 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
16 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
17 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
18 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
19 the Parties have conducted extensive investigation and research, and counsel for the Parties are
20 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
21 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
22 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
23 being granted as part of the Settlement and recognizes the significant value to the Class Members.
24 The Court also finds that the Class is properly certified as a class for settlement purposes only.

25 10. Upon the complete funding of the Gross Settlement Amount and all applicable
26 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
27 fully release and discharge the Defendant and their former and present parents, subsidiaries and
28 affiliated companies and entities, franchisors and franchisees, and its current, former, and future

owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendant and all persons or entities acting by, through under or in concert with any of them including but not limited to any and all staffing agencies and professional employment organizations that supplied employees to Defendant, or performed professional employment organization services, as applicable (“Released Parties”) from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, action or causes of action that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for: (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to pay wages timely during employment; (i) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)–(h) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and (j) any other violation of the California Labor Code that could have been raised based on the facts alleged in the Action, including violation of California Labor Code sections 201–204, 210, 221, 223, 224, 226, 226.7, 226.3, 510, 512, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Order No. 16 (“Released Class Claims”). This release expressly excludes all other claims, including claims for unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period. This release shall be binding on all Participating Class Members.

11. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the California Labor and Workforce Development Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or proxy, shall

1 release and discharge the Released Parties from all claims for civil penalties under the California
2 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts and
3 labor code violations alleged both in the PAGA Notice provided to the LWDA and in the operative
4 complaint as well as any facts or theories for which Plaintiff could be deemed to have been
5 deputized under PAGA given the allegations in the PAGA Letter, including but not limited to
6 penalties that could have been awarded pursuant to Labor Code sections 201–204, 210, 221, 223,
7 224, 226, 226.7, 226.3, 510, 512, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
8 1198, 2699, 2800, 2802, and IWC Wage Order No. 16 (“Released PAGA Claims”). This release
9 shall be binding on all PAGA Group Members.

10 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Roman
11 McGrew—on behalf of himself only—shall also generally release and discharge the Released
12 Parties from any and all Released Class Claims and Released PAGA Claims and also generally
13 releases and discharges the Released Parties from any and all Released Class Claims and Released
14 PAGA Claims and also generally releases and discharges the Released Parties from any and all
15 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
16 or could have been asserted against the Released Parties arising out of or relating to his
17 employment by Defendant or termination thereof, including but not limited to claims for wages,
18 restitution, penalties, retaliation, defamation, discrimination, harassment, or wrongful termination
19 of employment. This release specifically includes any and all claims, demands, obligations, and/or
20 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except
21 provided by the Settlement Agreement) relating to or in any way connected with the matters
22 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
23 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
24 California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

1 This release specifically excludes claims for unemployment insurance, disability, social
2 security, and workers compensation (with the exception of claims arising pursuant to California
3 Labor Code Section 132(a) and 4553).

4 13. No Class Member requested to be excluded from the terms of the Settlement. The
5 last date to timely submit a request for exclusion was December 4, 2023. Accordingly, all 254
6 Participating Class Members are included and bound by this Order and Judgment..

7 14. The Court also hereby finds that there were no written objections to the Settlement.
8 The last day to submit a written objection to the settlement was December 4, 2023. The Court also
9 notes there were no objections made at the hearing on Final Approval of the Settlement.

10 15. The Court finds the settlement payments provided for under the Agreement to be
11 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
12 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
13 \$750,000.00 within fourteen (14) calendar days of the Effective Date to provide payments for the
14 Class/PAGA Group Members individual settlement payments, class representative enhancement
15 payment for Plaintiff Roman McGrew, Class Counsel's attorney fees and costs, the Settlement
16 Administrator's fees and expenses, and penalties to the LWDA pursuant to Labor Code Section
17 2698 et seq. The calculations and the payments shall be made administered in accordance with the
18 terms of the Agreement.

19 16. Pursuant to the terms of the Agreement and amendment thereto, and the authorities,
20 evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel
21 attorneys' fees in the amount of ~~\$262,500.00~~ ^{\$250,000.00 (33%} (35% of the Gross Settlement Amount) and litigation
22 costs in the amount of \$12,915.15 from the Gross Settlement Amount as final payment for and
23 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
24 Counsel and any other person or entity related to the Action. The Court further orders that the
25 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
26 terms of the Agreement.
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1 17. The Court hereby approves and orders a Class Representative Enhancement
2 Payment of \$7,500.00 to Plaintiff Roman McGrew from the Gross Settlement Amount in
3 accordance with the terms of the Settlement Agreement.

4 18. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
5 \$50,000) from the Gross Settlement Amount to the California Labor Workforce Development
6 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
7 remaining \$12,500.00 (25% of \$50,000) shall be distributed to the PAGA Group Members as set
8 forth in the Agreement.

9 19. The Court also hereby approves and orders payment from the Gross Settlement
10 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
11 Phoenix Settlement Administrators, in the amount of \$8,500.00 as set forth Settlement Agreement.

12 20. The Court hereby approves and orders payment of individual settlement payments
13 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

14 21. The Court also hereby approves and orders that any checks distributed from the
15 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
16 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
17 California State Controller's Office and held in trust for such Class Members pursuant to
18 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

19 22. Provided the Settlement becomes effective under the terms of the Agreement, the
20 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
21 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

22 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
23 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
24 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
25 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
26 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
27 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing,
28 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations

1 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
2 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
3 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
4 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
5 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
6 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
7 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
8 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
9 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

10 24. Without affecting the finality of this Judgment, the Court shall retain continuing
11 jurisdiction over this action and the parties, including all Class Members, and over all matters
12 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
13 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
14 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
15 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
16 for resolution

17 25. ~~A Final Report Hearing for a final accounting regarding the status of settlement~~
18 ~~administration is set for _____, at _____ a.m./p.m. in Department 12. Class~~
19 Counsel shall submit a final report on the disbursement of the settlement payments on or
20 before Dec. 2, 2024.

A non-appearance case review re the filing of the final report of the
Administrator is set for Dec. 4, 2024.

21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

22 DATED: 02/15/2024

23 

24 _____
25 HON. CAROLYN B. KUHL
26 JUDGE OF THE SUPERIOR COURT
27
28