

FILED
Superior Court of California
County of Los Angeles

11/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ESLYN ALEXI GUARDADO
CARTAGENA, individually and on behalf of
all others similarly situated,

PLAINTIFF,

v.

MCGRATH CONTRACTING, INC., a
California corporation; PAUL MCGRATH,
INC., a California corporation; PAUL
MCGRATH CONTRACTING INC., an entity
of unknown form; PAUL MCGRATH, an
individual; and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 22STCV35174

*Assigned for all purposes to the Honorable
Laura A. Seigle; Dept. 17*

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

Action Filed: November 4, 2022

1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT**

2 The Court has reviewed Plaintiff Eslyn Alexi Guardado Cartagena unopposed Motion for Final
3 Approval of Class and PAGA Action Settlement (“Motion”). The Court, having considered the Class
4 and PAGA Action Settlement Agreement (“Settlement Agreement” or “Settlement”) between Plaintiff
5 and Defendants McGrath Contracting, Inc., Paul McGrath Inc., and Paul McGrath (“Defendants” and
6 together with Plaintiff, the “Parties”); having considered Plaintiff’s Motion, the supporting
7 Memorandum of Points and Authorities and Declarations filed therewith; having granted preliminary
8 approval of the Settlement and conditional certification of the Class for settlement purposes only; with
9 due and adequate notice having been given to all Class Members as required in the Preliminary Approval
10 Order, and good cause appearing, it is hereby **ORDERED, ADJUDGED, AND DECREED AS**
11 **FOLLOWS:**

12 1. This Court has jurisdiction over the subject matter of this action, the Parties, and the
13 Class.

14 2. The Motion for Final Approval is **GRANTED**. The Court grants final approval of the
15 Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition
16 of the class and class period stated below. The Court finds the Settlement terms are fair, reasonable,
17 and adequate, pursuant to section 382 of the California Code of Civil Procedure. For the reasons set
18 forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which
19 are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
20 standards and applicable requirements for final approval under applicable law, including the provisions
21 of Code of Civil Procedure section 382.

22 3. The Court certifies the following Class for the purpose of the Settlement only: Plaintiff
23 and all other individuals who are or were employed by Defendants as non-exempt hourly-paid
24 employees, who worked at least one shift in California from November 4, 2018 to June 11, 2024, except
25 for those individuals who have signed individual releases of all wage claims with Defendants (the “Class
26 Members” or the “Class”).

27 4. The Court approves the group of aggrieved employees under the Private Attorneys
28 General Act of 2004 (“PAGA”) claims as Plaintiff and all other individuals who are or were employed

1 by Defendants as non-exempt hourly-paid employees who worked at least one shift in California from
2 October 26, 2021 through June 11, 2024 (the “PAGA Group Members”).

3 5. The Court appoints Hengameh S. Safaei and Rana Nader of Proxy Law Firm LLP as
4 Class Counsel.

5 6. The Court appoints Plaintiff Eslyn Alexi Guardado Cartagena as the Class
6 Representative.

7 7. The Court appoints ILYM Group, Inc., as the Settlement Administrator and concludes
8 the Settlement Administrator took all reasonable and necessary steps to locate and notify each Class
9 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class
10 fully and accurately informed the Class of all material elements of the Settlement Agreement and their
11 opportunity to object or comment thereon; was the best notice practicable under the circumstances; was
12 valid, due and sufficient notice to all Class Members; and complied fully with applicable law. The notice
13 fairly and adequately described the Settlement and provided Class Members adequate instructions and
14 a variety of means to obtain additional information. A full opportunity has been afforded to Class
15 Members to participate in this hearing. Accordingly, the Court determines that all Class Members who
16 did not timely and properly request exclusion are bound by this Judgment.

17 8. Upon the funding of the Gross Settlement Amount, all Class Members shall fully release
18 and discharge Defendants and each of their former and present directors, officers, partners, shareholders,
19 owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and
20 parents (the “Released Parties”) from all claims that were alleged, or reasonably could have been alleged,
21 based on the facts stated in the operative First Amended Complaint, including claims for unpaid
22 minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period
23 premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to
24 timely pay final wages; failure to provide complete wage statements; failure to reimburse business
25 expenses; and based on violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512,
26 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, applicable sections of the relevant Industrial Welfare
27 Commission Wage Order(s), or Business and Professions Code section 17200, et seq., which are
28

1 premised on the same allegations, and applicable Cal. Code Regs. (the “Released Class Claims”) that
2 arose between from November 4, 2018 to June 11, 2024 (the “Class Period”).

3 9. The Court finds that Class Members who did not timely exclude themselves from the
4 Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth
5 in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred
6 from prosecuting or pursuing any appeal of this Order Granting Final Approval.

7 10. The Court finds the settlement payments provided for under the Settlement to be fair and
8 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be
9 made and administered in accordance with the terms of the Settlement.

10 11. The Court directs Defendants to fund the non-reversionary settlement amount of
11 \$125,000.00 (the “Gross Settlement Amount”) in accordance with the terms of the Settlement
12 Agreement. The Gross Settlement Amount shall provide for class members individual settlement
13 payments, the class representative service payment for Plaintiff, Class Counsel’s attorney fees and costs,
14 the Settlement Administrator’s fees and expenses, and penalties to the California Labor and Workforce
15 Development Agency and PAGA Group Members pursuant to Labor Code section 2698 *et seq.*

16 12. Defendants shall fund and the Settlement Administrator shall distribute the Gross
17 Settlement Amount in accordance with the terms of the Settlement Agreement.

18 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of
20 \$41,666.66 (one-third of the Gross Settlement Amount) and attorneys’ costs in the amount of \$3,406.66
21 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
22 attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other person or entity related
23 to the action. The Court further orders that the award of attorneys’ fees and costs set forth in this
24 paragraph shall be administered pursuant to the terms of the Settlement Agreement.

25 14. The Court hereby approves and orders the payment of a service award in the amount of
26 \$5,000 to Plaintiff Eslyn Alexi Guardado Cartagena from the Gross Settlement Amount.

1 15. The Court hereby approves and orders payment in the amount of \$12,500 from the Gross
2 Settlement Amount for PAGA penalties, 75% of which will be paid to the LWDA and 25% of which
3 will be distributed to the PAGA Group Members pursuant to the terms of the Settlement Agreement.

4 16. The Court hereby approves and orders payment from the Gross Settlement Amount for
5 actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc.,
6 in the amount of \$4,750.00.

7 17. The Court hereby approves and orders payment of individual settlement payments from
8 the Net Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement.

9 18. The Court hereby approves and orders that any checks distributed from the Gross
10 Settlement Amount yet remaining un-cashed one hundred and eighty (180) calendar days after being
11 issued shall be void. Following expiration of the check cashing period, the Settlement Administrator
12 will remit these funds to the California State Controller's Office Unclaimed Property Fund in the name
13 of the Participating Class Member who did not negotiate their check.

14 19. Provided the Settlement becomes effective under the terms of the Agreement, the Court
15 hereby orders that the deadline for the funding of the Settlement and the mailing the Court-approved
16 payments from the Gross Settlement Amount as set forth in the Settlement Agreement.

17 20. Without affecting the finality of this Judgment, the Court shall retain continuing
18 jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining
19 to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California
20 Rule of Court 3.769(h) and California Code of Civil Procedure § 664.6. Except as provided herein, any
21 disputes or controversies arising with or with respect to the interpretation, enforcement, or
22 implementation of the Agreement shall be presented to the Court for resolution.

23 21. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
24 purposes of implementing the terms of the Settlement, such as requiring the filing of a final report on
25 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
26 administration matters, and addressing such post-judgment matters as may be appropriate under court
27 rules or applicable law.

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IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

The court sets a non-appearance case review re filing of declaration of final distribution for September 2, 2025 at 8:30 a.m. Plaintiff is to file the declaration by August 26, 2025.

DATED: _____
11/12/2024



Laura Seigle

HONORABLE LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024.

On September 13, 2024, I served the following document(s): PROPOSED ORDER GRANTING FINAL APPROVAL AND JUDGMENT on the following person or persons:

Corinne D. Spencer (SBN 285290)
Jonathan J. Brown (SBN 309216)
PEARLMAN, BROWN & WAX, L.L.P.
15910 Ventura Boulevard, 18th Floor
Encino, CA 91436
(818) 501-4343 - Office
(818) 386-5700 - Fax
cds@4pbw.com
adw@4pbw.com
jjb@4pbw.com

Attorneys for Defendants MCGRATH CONTRACTING INC., a California corporation, PAUL MCGRATH, INC., a California corporation, and PAUL MCGRATH, an individual

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, the document(s) was electronically served by transmission to CASE ANYWHERE.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing

1 correspondence for mailing. On the same day that correspondence is placed for collection and
2 mailing, it is deposited in the ordinary course of business with the United States Postal Service,
in a sealed envelope with postage fully prepaid.

3 I am a resident of and employed in the county where the mailing occurred. The envelope or
4 package was placed in the mail at Los Angeles, California.

5 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
6 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
7 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
8 office, in an envelope or package clearly labeled to identify the attorney being served, with a
9 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
10 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
11 party or by leaving the documents at the party's residence with some person not younger than 18
years of age between the hours of eight in the morning and six in the evening.

12 I declare under penalty of perjury under the laws of the State of California, that to the best of
13 my knowledge that the foregoing is true and correct.

14 Executed on September 13, 2024, at Los Angeles, California.

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16 _____
Hengameh S. Safaei