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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

TCG CONSTRUCTION, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. CGC-23-603951

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 17, 2025
Time: 9:30 a.m.
Dept.: 301
Judge: Hon. Harold Kahn

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on March 17, 2025, before the
4 above-entitled Court. Seligson Law, P.C., Zakay Law Group, APLC, and the JCL Law Firm, APC,
5 appeared on behalf of Plaintiff Alan Carrillo ("Plaintiff"). Gordon Rees Scully Mansukhani
6 appeared on behalf of Defendant TCG Construction Inc., a California corporation (hereinafter
7 "Defendant").

8 **I. FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending in the
14 California Superior Court for the County of San Francisco ("Court"), Case No. CGC-23-603951,
15 entitled *Carillo v. TCG Construction*, and over all Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On November 25, 2024, the Court granted preliminary approval of a class-wide
18 settlement. At this same time the court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and
20 the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was mailed
23 by first class mail to the Class Members at their last known addresses on January 17, 2025. Mailing
24 of the Notice Packet to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.
28

1 5. The Response Deadline for opting out or objecting was March 3, 2025. There was
2 an adequate interval between notice and deadline to permit Class Members to choose what to do
3 and act on their decision. No Class Members objected. No Class Members requested exclusion.

4 **Fairness Of The Settlement**

5 6. The Agreement provides for a Gross Settlement Amount of \$300,000.00. The
6 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
7 1794, 1801.)

- 8 a. The settlement was reached through arms-length bargaining between the Parties. There
9 is no evidence of any collusion between the Parties in reaching the proposed settlement.
- 10 b. The Parties' investigation and discovery have been sufficient to allow the Court and
11 counsel to act intelligently.
- 12 c. Counsel for all parties are experienced in similar employment class action litigation and
13 have previously settled similar class claims on behalf of employees claiming
14 compensation. All counsel recommended approval of the Settlement.
- 15 d. No objections were received. No requests for exclusion were received.
- 16 e. The participation rate is high. Only 10% (10 Notices for the 105 Members) were
17 deemed undeliverable. All Members will be participating in the Settlement and will be
18 sent settlement payments. Uncashed checks will be sent to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member.

20 7. The consideration to be given to the Class Members under the terms of the
21 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
22 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
23 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
24 litigation and the delays which would ensue from continued prosecution of the Action.

25 8. The Agreement is finally approved as fair, adequate, and reasonable and in the best
26 interests of the Settlement Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Settlement in the amount of
3 \$20,000.00. The Court has reviewed the PAGA Settlement and finds and determines that the PAGA
4 Settlement and the allocation of \$15,000.00 to LWDA and \$5,000.00 of the PAGA Settlement to
5 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. A Class Counsel Award of One Hundred Eleven Thousand Eight Hundred Sixty-
9 Seven Dollars And Eight Cents (\$111,867.08) comprised of attorneys' fees in the amount of One
10 Hundred Thousand Dollars and Zero Cents (\$100,000.00) and reimbursement of costs and expenses
11 not to exceed Eleven Thousand Eight Hundred Sixty-Seven Dollars and Eight Cents (\$11,867.08)
12 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
13 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
14 1/3 of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

15 **Class Representative Service Award**

16 11. The Agreement provides for a Class Representative Service Award of up to Ten
17 Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Alan Carrillo, subject to the Court's
18 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is
19 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

20 **Claims Administration Expenses**

21 12. The Agreement provides for Claims Administration Expenses to be paid in an
22 amount not to exceed \$6,950.00. The Declaration of the Settlement Administrator provides that the
23 actual claims administration expenses were \$6,950.00. The amount of this payment is reasonable
24 in light of the work performed by the Settlement Administrator.

25 **II. ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

27 1. The Class is certified for the purposes of settlement only. The Settlement Class is
28 hereby defined to include:

1 All non-exempt employees who are or previously were employed by Defendant and
2 performed work in California during the period between January 11, 2019 to
3 February 29, 2024.

4 2. There are 105 members of the Class. Every person in the Class who did not opt out
5 is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs to the
6 Settlement.

7 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best
8 interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this
9 Order and the terms of the Agreement.

10 4. The first payment shall be payable within the later of sixty (60) days after Final
11 Approval, or January 30, 2025, whichever is later, and the second payment shall be due six months
12 thereafter. In exchange for the full funding and payments as outlined, the Class Members shall
13 release the “Released Parties” from the “Released Class Claims” and the “Aggrieved Employees”
14 shall release the “Released Parties” from the “Released PAGA Claims.”

15 a. The “Released Parties” means TCG CONSTRUCTION and each of its former and
16 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
17 successors, assigns, subsidiaries, and affiliates.

18 b. The “Released Class Claims” are defined as all claims that were alleged, or
19 reasonably could have been alleged, based on the Class Period facts stated in the Operative
20 Complaint including, (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to
21 Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6)
22 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due;
23 (8) Failure to Reimburse Employees for Required Expenses; and (9) Violation of the Private
24 Attorneys General Act (“PAGA”). Participating Class Members do not release any other claims,
25 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
26 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
27 based on facts occurring outside the Class Period.

1 c. The “Aggrieved Employees” are defined as all non-exempt employees who are or
2 previously were employed by Defendant TCG Construction Inc. (“Defendant”) and performed work
3 in California during the period of October 12, 2021, through April 30, 2024.

4 d. The “Released PAGA Claims” are defined as all claims for PAGA penalties that
5 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
6 Operative Complaint, and the PAGA Notice including, for Failure to Pay Minimum Wages; Failure
7 to Pay Overtime Wages; Failure to Provide Meal Periods; Failure to Provide Rest Periods; Failure
8 to Provide Accurate Itemized Wage Statements; Failure to Provide Wages When Due; and Failure
9 to Reimburse Employees for Required Expenses.

10 5. Class Counsel are awarded attorneys’ fees in the amount of One Hundred Eleven
11 Thousand Eight Hundred Sixty-Seven Dollars And Eight Cents (\$111,867.08) comprised of
12 attorneys’ fees in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and
13 reimbursement of costs and expenses in the amount of Eleven Thousand Eight Hundred Sixty-Seven
14 Dollars and Eight Cents (\$11,867.08). Class Counsel shall not seek or obtain any other
15 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

16 6. The payment of the Class Representative Service Award to the Plaintiff in the amount
17 of \$10,000.00 is approved.

18 7. The payment of \$6,950.00 to the Settlement Administrator for Claims
19 Administration Expenses is approved.

20 8. The PAGA Settlement of \$20,000.00 is hereby approved as fair, reasonable,
21 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
22 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
23 or collusion.

24 9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each
25 Participating Class Member.

26 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of California
27 and all Aggrieved Employees, pursuant to the California Private Attorneys’ General Act (“PAGA”).
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1 11. The Court further finds and determines that Class Counsel satisfied California Labor
2 Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under
3 the Private Attorney General Act (“PAGA”) on October 12, 2022.

4 12. The Court orders Class Counsel to comply with California Labor Code § 2699(1)(3)
5 by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s entry of
6 this Order.

7 13. The Agreement is not an admission by Defendant, nor is this Final Approval Order
8 and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
10 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
11 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
12 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
13 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
14 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
15 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
16 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
17 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
18 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
19 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
20 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
21 or issue preclusion or similar defense as to the claims being released by the Settlement.

22 14. Notice of entry of this Final Approval Order and Judgment shall be given to Class
23 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of
24 entry of this Final Approval Order and Judgment to individual Class Members and the Final
25 Approval Order and Judgment shall be posted on Settlement Administrator’s website as indicated
26 in the Notice Packet.

27 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
28 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a

1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3 16. If the Settlement does not become final and effective in accordance with the terms
4 of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
5 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
6 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

7 **IT IS SO ORDERED.**

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9 DATED: _____, 2025

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11 _____
12 Hon. Harold Kahn
13 JUDGE OF THE SUPERIOR COURT
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