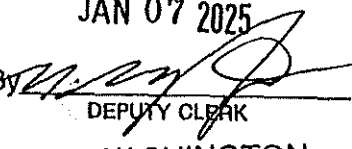


FILED
Clerk of the Superior Court

JAN 07 2025

By 
DEPUTY CLERK

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

MARGUERITE ANN DOBBS, an
individual, on behalf of herself, the State of
California, as a private attorney general, and
on behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC WEST BUILDERS, INC., an
Idaho Corporation; and DOES 1 TO 50,
Defendants.

Case No. CU23-00238

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

Hearing Date: January 7, 2025
Hearing Time: 9:00 a.m.
Dept.: 7
Judge: Hon. Tim P. Kam

Complaint Filed: March 22, 2023
FAC Filed: June 1, 2023
Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action and PAGA
2 Settlement came before this Court on January 7, 2025, in Department 7, the Honorable Tim P.
3 Kam, presiding. The Court having considered the papers submitted in support of the application of
4 the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class
7 Notice (the "Settlement Agreement") attached as Exhibit 1 to the Declaration of Jonathan Melmed
8 in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action and
9 PAGA Settlement. All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and
11 reasonable to the Class, and the Court preliminarily approves the terms of the Settlement
12 Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of \$120,000.00;
- 14 b. The Class Representative service award to the named Plaintiff of \$8,000.00;
- 15 c. Court approved attorneys' fees to Class Counsel of up to \$40,000.00,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to \$15,000.00;
- 18 e. Fees and Costs of the Settlement Administrator of up to \$6,000.00; and
- 19 f. A PAGA allocation of \$15,000.00, with \$11,250.00 (i.e., 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the
21 PAGA penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
24 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
25 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
26 requirements; (d) the claims of the Class Representative is typical of the claims of the proposed
27 Class Members; (e) Class Representative's counsel has and is able to adequately represent the
28 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide

1 treatment of this dispute is superior to individual litigation because common issues predominate
2 over individual issues for settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be
4 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
5 and final approval by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement,
7 attorneys' fees and costs to Class Counsel, and the Class Representative's service award should be
8 finally approved as fair, reasonable and adequate as to the members of the Class is scheduled on
9 the date and time set forth in the implementation schedule in Paragraph 14 below.

10 5. This Court approves, as to form and content, the *Notice of Class Action Settlement*
11 *and PAGA Release, and Hearing Date for Final Court Approval* ("Class Notice"), in substantially
12 the form attached to the herein as Exhibit 1. The Court approves the procedure for Class Members
13 to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement
14 Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *All individuals who are or were employed by Defendant as non-exempt*
24 *employees in California during the Class Period. See Settlement Agreement, at § 1.5. The Class*
25 *Period is defined as March 22, 2019, to March 14, 2024. See Settlement Agreement, at § 1.12.*

26 9. All Settlement Class members who do not timely opt out will release all claims
27 arising during the Class Period that were alleged, or reasonably could have been alleged, based on
28 the facts stated in the Operative Complaint, including, e.g., claims for: (1) failure to pay minimum

1 wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable
2 Wage Order; (2) failure to pay proper overtime wages in violation of Labor Code sections 510,
3 1197, and 1198, and the Applicable Wage Order; (3) failure to provide compliant rest periods and
4 pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage
5 Order; (4) failure to provide compliant meal periods and pay missed meal period premiums in
6 violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; (5) failure to
7 maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay
8 timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay
9 all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203;
10 (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804;
11 (9) failure to provide complete and accurate wage statements in violation of Labor Code sections
12 226 and 226.3; (10) failure to pay sick leave in violation of Labor Code section 246; and
13 (11) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in
14 violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210). Except
15 as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other
16 claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers'
18 compensation, or claims based on facts occurring outside the Class Period.

19 10. All Aggrieved Employees, including Non-Participating Class Members, are
20 deemed to release, on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
22 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
23 PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, e.g., claims
24 for PAGA penalties based on: (1) failure to pay minimum wage for all hours worked in violation
25 of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; (2) failure to pay proper
26 overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage
27 Order; (3) failure to provide compliant rest periods and pay missed rest break premiums in violation
28

1 of Labor Code section 226.7 and the Applicable Wage Order; (4) failure to provide compliant meal
2 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512,
3 and the Applicable Wage Order; (5) failure to maintain accurate employment records in violation
4 of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of
5 Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation
6 of Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation
7 of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage
8 statements in violation of Labor Code sections 226 and 226.3; (10) failure to pay sick leave in
9 violation of Labor Code section 246; and (11) deceptive, fraudulent, or otherwise unlawful
10 business practices based on the foregoing in violation of California's Unfair Competition Law
11 (Bus. & Prof. Code, §§ 17200-17210).

12 11. The Court confirms Plaintiff Marguerite Ann Dobbs as Class Representative, and
13 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

14 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

15 13. To facilitate administration of the Settlement pending final approval, the Court
16 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
17 administrative proceedings (including filing claims with the Division of Labor Standards
18 Enforcement of the California Department of Industrial Relations) regarding claims released by
19 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
20 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
21 elapsed.

22 14. The Court orders the following Implementation Schedule for further proceedings:

23 a.	Deadline for Defendant to Submit Class 24 Data to Settlement Administrator	[within 15 days after the Preliminary Approval Date]
25 b.	Deadline for Settlement Administrator to 26 Mail Notice to Class Members	[within 14 days after receiving the Class Data]

c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Declaration of Due Diligence and Proof of Mailing	[14 days prior to Plaintiff's deadline to file her Motion for Final Approval]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after July 1, 2025)	<u>July 15</u> , 2025 at <u>9</u> a.m. p.m.

15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 1/7/2025



Hon. Tim P. Kam
Judge of the Superior Court, Solano County