John G. Yslas (SBN (187324)
John.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Giancarlo Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
San Diego Superior Court
SEP 04 2026
Clerk of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHERI LYNN COLLINS, individually, and on behalf of all others similarly situated,

Plaintiff;

v.

TRI-STATE GENERAL CONTRACTORS, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00022625-CU-OE-CTL

[Assigned for All Purposes to the Honorable Carolyn M. Caietti, Dept. C-70]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: September 4, 2026
Time: 10:30 a.m.
Dept.: C-70

Action Filed: May 30, 2023

Plaintiff Cheri Lynn Collins's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on September 4, 2026, at 10:30 a.m., in Department C-70 of the Superior Court of California, County of San Diego, located at 330 W Broadway, San Diego, CA 92101. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Tri-State General Contractors, Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**. On May 6, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on May 6, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> all persons employed by Tri-State in California and classified as an hourly paid, non-exempt employee during the Class Period.

3. "Class Period" means the period from December 3, 2018 to September 24, 2024.

4. The Court appoints Plaintiff Cheri Lynn Collins as Class Representative for settlement purposes only.

5. The Court appoints Arrash T. Fattahi, Arman A. Salehi and Giancarlo Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. One Class Member requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than fourteen (14) days after the Court's Final Approval of the Settlement

as defined in the Settlement Agreement, Defendant will transfer the Gross Settlement Amount of $295,000.00 to the Settlement Administrator.

14. Within fourteen (14) days after Defendant fully funds the GSA and the Effective Date has passed, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date of the Court's order of final approval of the Settlement.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Cheri Lynn Collins in the amount of $10,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $10,000.00 with the LWDA to receive 75% ($7,500.00), and the remaining 25% ($2,500.00) to be distributed to Aggrieved Employees, defined as a person employed by Tri-State in California and classified as an hourly paid, non-exempt employee who worked for Tri-State from June 21, 2022, to September 24, 2024. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $98,333.33, and the reimbursement of litigation costs in the amount $17,218.35. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement

administration services in the amount of $6,850.00 to the Settlement Administrator, ILYM Group, Inc.

20. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator transmit the funds to Legal Aid at Work.

21. Effective on the date when Defendant fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

22. Released Class Claims: "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: (I) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq;* and (8) any and all claims involving any alleged violation of Private Attorneys General Act of 2004. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers· compensation, or claims based on facts occurring outside the Class Period."

23. Released PAGA Claims: "All Aggrieved Employees, including, Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative

Complaint, and the PAGA Notice and ascertained in the course of the Action, including any and all claims for: (I) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) violation of California ·s Unfair Competition Law, California Business and Professions Code§§ 17200, et seq; and (8) any and all claims involving any alleged violation of Private Attorneys General Act of 2004."

24. "Released Parties" means Tri-State, together with its officers, directors, employees, members, member managers, owners, affiliates and agents.

25. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

26. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

27. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

28. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

29. A ~~Settlement Compliance~~ Status Conference re: Settlement Hearing is set for 1/29/27, at 9:45 a.m./p.m. ~~or a date and time soon thereafter more convenient for the Court:~~ _____, ~~at~~ _____ ~~a.m./p.m.~~ in Department C-70 of the above-captioned Court.

30. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: 9/4/26

Carolyn M. Caietti

HONORABLE CAROLYN M. CAIETTI
JUDGE OF THE SUPERIOR COURT