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**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 Hon.
Carolyn M. Caietti, Dept. C-70]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING:

Date: March 27, 2026

Time: 10:30 a.m.

Dept: C-70

Action Filed: May 30, 2023

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement. Having
2 reviewed the Motion for Preliminary Approval of Class Action and PAGA Settlement came
3 before this Court on March 27, 2026, at 10:30 a.m., in the Superior Court of California, County
4 of San Diego, Hall of Justice, located at 330 W. Broadway, San Diego, California 92101. The
5 Court, having considered the Class Action and PAGA Settlement Agreement and Class Notice
6 entered into by and between Plaintiff Cheri Lynn Collins (“Plaintiff”) and Defendant Tri-State
7 General Contractors, Inc. (“Defendant,” together with Plaintiff, the “Parties”), attached as
8 **Exhibit 2** to the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for
9 Preliminary Approval of Class Action and PAGA Settlement (hereinafter collectively, the
10 “Settlement” or “Settlement Agreement”); having considered the Motion for Preliminary
11 Approval of Class Action and PAGA Settlement; having considered the points and authorities
12 and declarations submitted by the Parties in support thereof; and good cause appearing,
13 **HEREBY ORDERS THE FOLLOWING:**

14 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
15 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
16 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
17 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
18 of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
19 and PAGA Settlement as **Exhibit 2**.

20 2. The Settlement falls within the range of reasonableness of a settlement which
21 could ultimately be given final approval by this Court, and appears to be presumptively valid,
22 subject only to any objections that may be raised at the Final Approval Hearing and final
23 approval by this Court. Defendant has agreed to pay \$295,000.00 to cover (a) Individual Class
24 Payments to Participating Class Members (class members who do not validly opt out); (b)
25 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$10,000.00 with 75%
26 (\$7,500.00) allocated to the California Labor & Workforce Development Agency (“LWDA”)
27 PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments to be paid to
28 Aggrieved Employees; (c) Class Representative’s Service Payment of up to \$10,000.00; (d)

1 Class Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount
2 (\$98,333.33) and Class Counsel Litigation Expenses Payment up to \$30,000.00 for actual
3 litigation expenses incurred by Class Counsel; and (e) Administrator Expenses Payment not to
4 exceed \$6,850.00.

5 3. The Court preliminarily finds that the terms of the Settlement appear to be within
6 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
7 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
8 and reasonable to the class members when balanced against the probable outcome of further
9 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
10 significant informal discovery, investigation, research, and litigation have been conducted such
11 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
12 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
13 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
14 the result of intensive, serious, and non-collusive negotiations between the Parties with the
15 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
16 that the Settlement Agreement was entered into in good faith.

17 4. A final fairness hearing on the question of whether the proposed Settlement,
18 attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees
19 for their share of the settlement of claims for penalties under the PAGA, and the Class
20 Representative's Service Payment should be finally approved as fair, reasonable and adequate
21 as to the members of the Class is hereby set in accordance with the Implementation Schedule
22 set forth below.

23 5. The Court provisionally certifies for settlement purposes only the following class
24 (the "Settlement Class"): "all persons employed by Tri-State in California and classified as an
25 hourly paid, non-exempt employee during the Class Period."

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

27 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
2 of law and fact that are common, or of general interest, to all Settlement Class Members, which
3 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
4 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
5 the interests of the Settlement Class Members; and (5) a class action is superior to other
6 available methods for the fair and efficient adjudication of the controversy.

7 8. The Court appoints as Class Representative, for settlement purposes only,
8 Plaintiff Cheri Lynn Collins. The Court further preliminarily approves Plaintiff's ability to
9 request Class Representative's Service Payment up to \$10,000.00.

10 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Courtney M.
11 Miller, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.
12 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
13 up to one-third (1/3) of the Gross Settlement Amount (\$98,333.33), and costs not to exceed
14 \$30,000.00.

15 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
16 reasonable administration costs estimated not to exceed \$6,850.00.

17 11. The Court approves, as to form and content the Class Notice, attached to the
18 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
19 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
20 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
21 thereto.

22 12. The Parties are ordered to carry out the Settlement according to the terms of the
23 Settlement Agreement.

24 13. Any class member who does not timely and validly request exclusion from the
25 Settlement may object to the Settlement Agreement.

26 14. The Court orders the following Implementation Schedule:

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Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Notice: Last day for Administrator to mail the Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	45 days after Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Notice was remailed)
Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2025, at _____ a.m./p.m. in Dept. C-70

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. CAROLYN M. CAIETTI
JUDGE OF THE SUPERIOR COURT