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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SONIA MAGALI JOHNSON, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons.

Plaintiff,

v.

R Q CONSTRUCTION, LLC, a Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00022858-CU-OE-CTL

Assigned for all purposes to:
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: May 8, 2026
Time: 10:30 a.m.
Dept: C-70

1 The Court has before it Plaintiff Sonia Magali Johnson’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action and PAGA Settlement, the Declaration of Arrash T.
4 Fattahi, the Class and PAGA Settlement Agreement (which is referred to here as the “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant R Q
10 Construction, LLC (“Defendant,” and together with Plaintiff, the “Parties”), attached to the
11 Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of
12 Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$150,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$10,000.00 allocation toward claims for civil penalties under the Private Attorneys General
19 Act (“PAGA”), with 75% of which (\$7,500.00) being paid to the State of California, Labor &
20 Workforce Development Agency (“LWDA”) and 25% (\$2,500.00) being paid to eligible
21 Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00; (d)
22 Class Counsel’s Fees, up to thirty-five (35%) percent of the Gross Settlement Amount
23 (\$52,500.00), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration Costs of up to \$4,990.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under the PAGA, and the Service Award should be finally approved as
12 fair, reasonable and adequate as to the members of the Class is hereby set in accordance with
13 the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "all persons employed by Defendant in California and classified as an
16 hourly-paid non-exempt employee who worked for Defendant during the Class Period."

17 6. "Class Period" means the period from May 31, 2019 to March 1, 2025.

18 7. "Aggrieved Employees" means a person employed by Defendant in California and
19 classified as an hourly-paid non-exempt employee who worked for Defendant during the PAGA
20 Period. "PAGA Period" means the period from June 21, 2022 to March 1, 2025.

21 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

1 9. The Court appoints as class representative, for settlement purposes only, Plaintiff
2 Sonia Magali Johnson. The Court further preliminarily approves Plaintiff's ability to request a
3 Class Representative Service Payment up to \$10,000.00.

4 10. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B.
5 Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further
6 preliminarily approves Class Counsel's ability to request attorneys' fees of up to thirty-five
7 (35%) percent of the Gross Settlement Amount (\$52,500.00), and costs not to exceed
8 \$25,000.00.

9 11. The Court appoints APEX Class Action Administration ("APEX") as the
10 Settlement Administrator with reasonable administration costs estimated not to exceed
11 \$4,990.00.

12 12. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that the plan for
14 distribution of the Class Notice to Settlement Class Members satisfies due process, provides the
15 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
16 all persons entitled thereto.

17 13. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 14. Any class member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 15. The Court orders the following Implementation Schedule:

22 Defendant to provide Class List and Data to	Not later than 15 days after the Court grants
23 the Settlement Administrator	Preliminary Approval of the Settlement
24 Settlement Administrator to mail the Notice	In no event later than 14 days after receiving
25 Packets	the Class Data
26 Response Deadline	45 calendar days after Notice is mailed out
27	by the Settlement Administrator
28	

Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____, 2026 at _____ a.m./p.m. [suggested, September 21, 2026 at 10:30 a.m.]

16. 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
San Diego County Superior Court