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Attorneys for Plaintiff

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

JENNY BARRETT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

ORION CONSTRUCTION CORP., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

FILED
San Diego Superior Court

SEP 15 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

Case No. 37-2024-00024473-CU-OE-CTL

[Hon. Michael D. Washington, Department C-73]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: September 11, 2026
Time: 9:00 a.m.
Department: C-73

Complaint Filed: May 24, 2024
FAC Filed: September 25, 2024
SAC Filed: January 29, 2025

Reservation No. 101214

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on March 30, 2026, and a hearing was held before this Court on September 11,
3 2026.

4 **I. RECITALS**

5 1. On May 24, 2024, Plaintiff initiated this class action that seeks to remedy an alleged
6 failure by Defendant, Orion Construction Corp., to furnish lawful wage statements. On September 25,
7 2024, Plaintiff filed a first amended complaint to also pursue Labor Code Private Attorneys General Act
8 of 2004 ("PAGA") claims for the alleged wage statement violations. On January 29, 2025, Plaintiff filed
9 the operative second amended complaint. The wage statement claim alleges that Defendant issues wage
10 statements that fail to accurately itemize (i) all applicable hourly rates in effect during the pay period or
11 (ii) the inclusive dates of the period for which the employee is paid.

12 2. On January 13, 2026, the Parties attended a mediation. The Parties were able to negotiate
13 the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement").

14 **II. FINDINGS**

15 3. The Court conditionally certifies the following Class: all current and former non-exempt
16 employees of Defendant in the State of California who have been paid wages at any time from May 24,
17 2023, through October 1, 2024.

18 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
19 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
20 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
21 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
22 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
23 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
24 also appears that investigation, research, and proceedings have been conducted so that counsel for the
25 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
26 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
27 would be presented by the further prosecution of the action. It also appears that settlement has been
28 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Agreement submitted by the Parties. The
5 Agreement appears to be fair, adequate, and reasonable to the Class.

6 6. The Court appoints and designates: (a) Plaintiff, Jenny Barrett, as Class Representative,
7 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L. Marder of
8 Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the
9 Class with respect to all acts or consents required by, or which may be given, pursuant to the
10 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
11 Member may enter an appearance through his or her own counsel at such Class Member's own expense.
12 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
13 represented by Class Counsel.

14 7. A final fairness hearing on the question of whether the proposed Agreement, the
15 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
16 Labor Workforce & Development Agency, and the General Release Payment should be finally approved
17 as fair, reasonable, and adequate as to the members of the Class is set for January 8,
18 2027, at 9:00 a.m. in this Court.

19 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
20 ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
21 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
22 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
23 notice to all parties entitled thereto.

24 9. The Court appoints and designates Phoenix Settlement Administrators as the
25 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
26 Members using the procedures set forth in the Agreement.

27 10. Any Class Member may choose to opt out of and be excluded from the settlement as
28 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.

1 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
2 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
3 signed by each such Class Member opting out and must otherwise comply with the requirements
4 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
5 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
6 Judgment.

7 11. Any Class Member may object to the Agreement or express his or her views regarding
8 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
9 issues to be heard and determined by the Court as provided in the Class Notice.

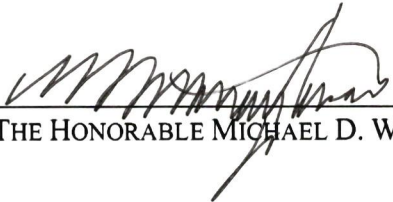
10 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
11 sixteen (16) court days before the final fairness hearing.

12 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
13 and all dates provided for in the Agreement without further notice to the Class. The Court retains
14 jurisdiction to consider all further applications arising out of or connected with the Agreement.

15 14. Should for whatever reason final approval is not granted, the fact that the Parties were
16 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
17 of whether a class should be certified in a non-settlement context.

18 **IT IS SO ORDERED.**

19 DATED: Sept 15, 2026


THE HONORABLE MICHAEL D. WASHINGTON