

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

FELIPE ALVAREZ, an individual, and
DAMON ALEXANDER WILLIAMS, an
individual, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

INNOVATIVE CONSTRUCTION
SOLUTIONS, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No.: 30-2024-01399590-CU-OE-CXC

Assigned for All Purposes To:

Hon. Melissa R. McCormick
Department CX105

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

Hearing Information:

Date: September 17, 2026

Time: 2:00 p.m.

Department: CX105

Reservation Number: 74866569

Action filed: May 15, 2024

FAC filed: July 29, 2024

SAC filed: July 17, 2025

Trial date: None Set

ORDER

Plaintiff Felipe Alvarez and Plaintiff Damon Alexander Williams (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant Innovative Construction Solutions (“Defendant”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class and PAGA Action Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on September 17, 2026, at 2:00 p.m. in Department CX105 of the Orange Superior Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court, having considered the Settlement Agreement (attached as Exhibit 1 to this Order) and the proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice,” attached as Exhibit 2 to this Order), the submissions of counsel, and all other papers filed in this litigation,

HEREBY MAKES THE FOLLOWING FINDINGS:

1. The Court finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval, subject only to any objections that may be raised before or at the Final Approval Hearing.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Motion for Preliminary Approval and Settlement Agreement:

All non-exempt, hourly individuals that worked for Defendant in California during the Settlement Class Period, which is the period May 15, 2020, to August 24, 2025, and who do not timely opt out of the settlement of the Class Claims.

3. The Court approves the following representative group of employees as governed by the Settlement Agreement with respect to the PAGA claim:

All Class Members who worked for Defendant during the PAGA Period, which is the period from May 15, 2023, through August 24, 2025.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

2. The Court conditionally certifies and approves, for settlement purposes only, the Class described above.

3. For the purposes of this Settlement, Alvin B. Lindsay, Enoch J. Kim, and Antonia McKee as Class Counsel (“Class Counsel”) are hereby appointed as Class Counsel and shall represent the Class Members in this Action.

4. For the purposes of this Settlement, Plaintiffs Felipe Alvarez and Damon Alexander Williams are hereby appointed as the Class Representatives for the Class.

5. The Court confirms Apex Class Action, LLC (“Apex”), as the Settlement Administrator. The procedures for paying the Settlement Administrative Costs, as set forth in the Settlement Agreement, are approved. Apex is directed to perform all responsibilities of the Settlement Administrator as set forth in the Settlement Agreement. Once entered, Apex, will also post the Judgment in this matter on its website.

6. The Court hereby approves, as to form and content, the Settlement Notice attached as **Exhibit A** to the Settlement Agreement (the “Notice”). The Court finds that the dates and procedure for mailing and distributing the Notice in the manner set forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court directs the mailing of the Court-approved Notice via first class mail to the Class Members in accordance with the schedule and procedures set forth in the Settlement Agreement.

a. Within fourteen (14) calendar days of the date of preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator the Class Data; and

b. Within fourteen (14) calendar days of receiving the Class List from Defendant the Settlement Administrator shall mail by First-Class United

1 States mail the Notice to each Class Member. The Settlement Administrator
2 shall conduct a National Change of Address database search before mailing
3 and will also use the most recent address available to the Settlement
4 Administrator for mail delivery. Any returned mail with a forwarding address
5 from the U.S. Postal Service shall be promptly re-mailed to the new address.
6 The Settlement Administrator shall perform a skip trace search for a new
7 address for any returned mail without a forwarding address.

8 8. The procedures for Class Members to opt-out by submitting a Request for
9 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for
10 Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of the
11 first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the
12 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
13 Class Member.

14 9. The procedures for Class Members to object to the Settlement, as set forth in the
15 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
16 Settlement shall be sixty (60) days after the date of the first mailing of the Notices. This date
17 shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and
18 then remailed to a correct or forwarding address of a Class Member. Class Members may appear
19 at the Final Approval Hearing, on their own or through a counsel retained at their expense, to
20 present their objection, whether or not they submitted a prior written objection as provided in
21 the Settlement Agreement.

22 10. The procedures for Class Members to dispute the number of workweeks worked,
23 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
24 to submit a workweek dispute shall be sixty (60) days after the date of the first mailing of the
25 Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as
26 undeliverable and then remailed to a correct or forwarding address of a Class Member.

27 11. The Court preliminarily approves the distribution of the Gross Settlement
28 Amount, all subject to the Court's final approval of the Settlement at the Final Approval

Hearing, as follows:

i. An award of attorneys' fees to Class Counsel not to exceed one-third of the Gross Settlement Amount;

ii. An award of litigation costs to Class Counsel not to exceed \$50,000;

iii. A Class Representative Enhancement Award to each Plaintiff in the amount of \$10,000;

iv. Settlement Administration Costs to the Settlement Administrator, not to exceed \$13,000; and

v. PAGA Payment in the total amount of \$60,000, to be paid 75% or \$45,000 to the LWDA and 25% or \$15,000 to be distributed as the Individual PAGA Payments to Aggrieved Employees.

12. A Final Approval Hearing (the "Hearing") shall be held on January 29, 2027, at 1:30 p.m. before the Honorable Melissa R. McCormick in Department CX105 of the Orange County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representatives' Enhancement Awards requested for the Class Representatives and amount to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Claims.

13. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Settlement Administrator, at least 16 court days before the final approval hearing.

14. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the

Final Approval Hearing.

15. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the Settlement does not become final for any other reason, the Settlement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had been certified and the Settlement Agreement had not been executed.

17. The Settlement is not an admission of liability by Defendant and shall not be admissible in evidence for any reason except as provided in the Settlement Agreement. The Court has made no findings on the merits and the Defendant has denied the allegations in the Operative Complaint.

18. The Court hereby approves the PAGA portion of the Settlement.

19. The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.

Dated: _____, 2026

Honorable Melissa R. McCormick
Judge of the Superior Court