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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TCG CONSTRUCTION, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-23-603951

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

Date: November 25, 2024

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Richard B. Ulmer

HAROLD KAHN

FILED
Superior Court of California
County of San Francisco

NOV 25 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

1 This matter having come before the Honorable Richard B. Ulmer, of the Superior Court of the
2 State of California, in and for the County of San Francisco, at 9:30 a.m. on November 25, 2024, with
3 Kenneth Seligson, Esq., of Seligson Law P.C., Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff Alan Carrillo
5 (“Plaintiff”), and Sat Sang, Esq. and Mollie Burks. of Gordon Rees Scully Mansukhani, LLP, appearing
6 for Defendant TCG Construction, Inc., a California Corporation (hereinafter “Defendant”). The Court,
7 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as
13 **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the
14 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
15 Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
19 Defendant shall pay is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). It appears to
20 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
21 as to all Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks Attorneys' Fees and Costs in the amount of up-to one-third of the Total
7 Settlement Amount for attorneys' fees, currently estimated at One Hundred Thousand Dollars
8 (\$100,000.00) plus a reimbursement of reasonably incurred expenses in an amount of up to Twenty-
9 Five Thousand Dollars (\$25,000.00), and a proposed Enhancement Payment to the Class
10 Representative, Alan Carrillo, in an amount of not more than Ten Thousand Dollars and Zero Cents
11 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
12 approve the Attorneys Fees and Costs, or the Enhancement Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 all current and former non-exempt employees who worked for TCG Construction Group, Inc. in
18 California any time or times between January 11, 2019, through February 29, 2024, (the "Class
19 Period"), and excluding any persons who are currently represented by counsel and have a civil
20 action pending, and also excluding any persons who opt-out of the class.

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Alan Carrillo as the representative of the Class.

4 9. The Court provisionally appoints Kenneth Seligson, Esq. of Seligson Law, P.C., Jean-
5 Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani Zakay, of Zakay Law Group, APLC as
6 Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Class Notice ("Class
8 Notice") attached to the Agreement as **Exhibit "A"**. The Court finds that the notice appears to fully
9 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
10 proposed Settlement, including the right of any Class Member to be excluded from the Class by
11 submitting a written request for exclusion, and of each Class Member's right and opportunity to object
12 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
13 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
14 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
16 set forth in the Agreement.

17 11. The Court hereby appoints ILYM Group as Settlement Administrator. Within thirty (30)
18 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with
19 the Class Data, including information regarding Class Members that Defendant will in good faith
20 compile from its records, including each Class Member's full name, last-known mailing address, Social
21 Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
22 No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement
23 Administrator shall mail and email copies of the Notice Packet to all Class Members via first class U.S.
24 Mail.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
28 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must

1 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
2 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
3 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
4 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
5 Payment under the Settlement and will not be bound by the Class Release provisions in the Agreement,
6 or have any right to object, appeal or comment thereon. Class Members who have not requested
7 exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

8 13. Any Class Member may appear at the final approval hearing, regardless of whether they
9 have submitted a timely written objection and notice of intention to appear. Class Members may
10 express their views regarding the Settlement and may present evidence and file briefs or other papers
11 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
12 the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement
13 Administrator mails the Class Notice to postmark their written objections to the Settlement
14 Administrator.


15 14. A final approval hearing shall be held before this Court on 3/17/2025 at
16 9:30 AM PM in Department 301 of the San Francisco County Superior Court to determine all
17 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
18 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Attorneys' Fees and Costs, Enhancement Payment,
22 and the Settlement Administration Expenses. All papers in support of the motion for final approval and
23 the motion for Attorneys' Fees and Costs and Enhancement Payment shall be filed with the Court and
24 served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

25 15. In the event the Settlement does not become effective in accordance with the terms of the
26 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
27 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
28 and the Parties shall revert to their respective positions as of before entering into the Agreement. In

1 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
2 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
3 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
4 is not approved.

5 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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9 Dated: 11/25/24

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11 HON. RICHARD B. ULMER *HAGOOD KAHN*
12 JUDGE OF THE SUPERIOR COURT *(C.R.)*
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