

GRAHAMHOLLIS APC  
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SAN DIEGO, CALIFORNIA 92103

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**FILED**  
Clerk of the Superior Court

SEP 12 2025

By: V. Contreras, Deputy

COURTESY  
COPY

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

RATHY SY and SERGIO VILLARREAL  
HERNANDEZ, as individuals on behalf of  
themselves and all other similarly situated  
and/or all aggrieved employees of Defendants,

Plaintiffs,

v.

PACIFIC RIM MECHANICAL  
CONTRACTORS, INC., a California  
corporation; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 37-2023-00043406-CU-OE-CTL

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

[IMAGED FILE]

Date: September 12, 2025  
Time: 9:30 a.m.  
Dept: C-71  
Judge: Hon. Gregory W. Pollack

Complaint Filed: October 5, 2023  
FAC Filed: November 9, 2023  
SAC Filed: March 29, 2024  
TAC Filed: June 4, 2025  
Trial Date: None set

SEP 12 2025 11:13:58

1 Plaintiffs Rathy Sy and Sergio Villarreal Hernandez’s (“Plaintiffs”) Motion for Preliminary  
2 Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) came before this  
3 Court on September 12, 2025. The Court, having considered the proposed Class Action and PAGA  
4 Settlement Agreement (“Settlement” or “Settlement Agreement”), the proposed Court Approved Notice  
5 of Class and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”), Plaintiffs’  
6 Motion for Preliminary Approval, and all papers filed in support thereof, **HEREBY ORDERS THE**  
7 **FOLLOWING:**

8 1. The Court grants preliminary approval of the Settlement and preliminarily finds that:  
9 (1) the Settlement is fair and reasonable to the Class when balanced against the possible risks of further  
10 litigation, including issues relating to class certification, liability, calculating damages, and potential  
11 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties  
12 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial  
13 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after  
14 serious, informed, and non-collusive negotiations, which were conducted at arm’s length by experienced  
15 counsel and overseen by a neutral third-party mediator.

16 2. This Order Granting Plaintiffs’ Motion for Preliminary Approval (“Order”) incorporates  
17 by reference all defined terms set forth in the Settlement Agreement, which is attached as Exhibit 1 to the  
18 Declaration of Hali M. Anderson in Support of Plaintiffs’ Motion for Preliminary Approval, filed on  
19 August 20, 2025.

20 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be  
21 within the range of reasonableness of a settlement that could ultimately be given final approval by this  
22 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement  
23 and preliminarily finds that the monetary settlement awards made available to all Class Members are fair,  
24 adequate, and reasonable when balanced against the probable outcome of further litigation relating to  
25 liability and damages issues.

26 4. The Court hereby conditionally certifies the following Class for settlement purposes only:

27 Settlement Class: All current and former hourly-paid or non-exempt  
28 construction employees employed by Defendant Pacific Rim Mechanical  
Contractors, Inc. in California from October 5, 2019 to August 18, 2025.

1           5.     The Court preliminarily approves the appointment of Plaintiffs Rathy Sy and  
2 Sergio Villarreal Hernandez as the Class Representatives.

3           6.     The Court preliminarily approves the appointment of Plaintiffs' counsel, Hali M. Anderson  
4 and Allison E. Schubert of GrahamHollis, APC and Hengameh S. Safaei of North Law, P.C. as Class  
5 Counsel. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents  
6 required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably  
7 necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance through  
8 counsel of such individual's own choosing and at such individual's own expense. Any Class Member who  
9 does not enter an appearance or appear on his or her own will be represented by Class Counsel.

10          7.     The Court preliminarily approves the definition and disposition of the Gross Settlement  
11 Amount of \$2,000,000.00, on a non-reversionary basis, which is inclusive of: (1) the Individual Class  
12 Payments; (2) the PAGA Penalties payment of \$100,000.00 (75% of which will be paid to the LWDA,  
13 and 25% of which will be distributed to Aggrieved Employees); (3) Class Counsel's Fees in an amount  
14 equal to one-third (1/3) of the Gross Settlement Amount, or \$666,666.67; (4) Class Counsel's Litigation  
15 Expenses in an amount not to exceed \$45,000.00; (5) the Class Representative Service Awards in the  
16 amount of \$30,000.00 (\$15,000.00 to each Plaintiff); and (6) the Administration Expenses Payment not  
17 to exceed \$13,990.00.

18          8.     Uncashed checks shall escheat to the State of California and shall be sent by the  
19 Administrator to the State Controller's Office, Unclaimed Property Division in the name of the Class  
20 Member.

21          9.     The Court approves the form and content of the Class Notice, in substantially the form  
22 attached as Exhibit A to the Parties' Settlement Agreement, and finds that the proposed method of  
23 disseminating the Class Notice to the Class meets all the due process requirements, provides the best  
24 notice practicable under the circumstance, and constitutes due and sufficient notice to all Class Members.

25          10.    The Court approves the retention of Apex Class Action LLC ("Apex" or the  
26 "Administrator") to serve as the Settlement Administrator, and hereby directs Apex to provide the  
27 approved Class Notice to the Class and administer the Settlement in accordance with the procedures  
28 described in the Settlement Agreement and the schedule set forth below in this Order.

1 11. In the event the Settlement does not become effective in accordance with the terms of the  
2 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole  
3 or in part by the Court or any appellate court and/or other court of review, is terminated, cancelled or fails  
4 to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and  
5 the Parties shall revert to their respective positions as of the commencement of the litigation.

6 12. The Court orders the following implementation schedule for further proceedings:

<u>EVENT</u>	<u>DATE</u>
Preliminary Approval Date	September 12, 2025
Deadline for Defendant to provide the Administrator with the Class Data	Within fourteen (14) calendar days after the Court grants Preliminary Approval
Deadline for Administrator to mail the Class Notice to Class Members	Within ten (10) business days after receiving the Class Data
Deadline for Class Members to submit any objections to the Settlement or requests for exclusion from the Settlement	Forty-five (45) calendar days from the date the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)
Deadline for the Administrator to provide a declaration attesting to the completion of the Class Notice process and the number of valid requests for exclusion and/or objections	Fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval
Final Approval Hearing	January 30, 2026, at 9:30 a.m., <i>or</i> _____

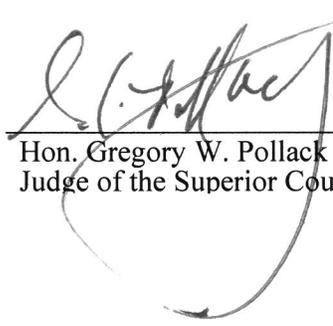
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21 13. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
22 and all dates provided for in the Settlement without further notice to the Class and retains jurisdiction to  
23 consider all further applications arising out of or connected with the proposed Settlement. If the Final  
24 Approval Hearing is continued in any way, however, Class Counsel and/or the Administrator shall provide  
25 notice of the continued hearing to any objector or their counsel.

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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

 9/12/25  
\_\_\_\_\_  
Hon. Gregory W. Pollack  
Judge of the Superior Court

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