

FILED
Clerk of the Superior Court

JUL 19 2024

By: N. Calantoc, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TOMAS CASILLAS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PREMIER SCAFFOLD, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2022-00020690-CU-OE-CTL

*[Assigned to Hon. James A. Mangione,
Dept. C-75]*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

HEARING INFO

Date: July 19, 2024

Time: 9:00 a.m.

Dept.: 75

1 On July 19, 2024, the Honorable James A. Mangione considered Plaintiff Tomas Casillas'
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the
3 Declarations of Mehrdad Bokhour, Joshua Falakassa and Tomas Casillas in Support of Plaintiff's
4 Motion, the Class Action and PAGA Settlement Agreement ("Settlement Agreement" and/or
5 "Settlement"), and Notice of Class Action Settlement ("Class Notice") and any other documents
6 submitted in support of Plaintiff's Motion.

7 Having considered Plaintiff's Motion, the accompanying declarations in support thereof, and
8 all supporting legal authorities and documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 attached as **Exhibit "A"** to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. For settlement purpose only, the Court certifies the following Settlement Class: ^{All persons employed by Defendant in California} in non-
14 exempt, hourly-paid positions at any time from May 31, 2018 to March 1, 2024, including current
15 and former employees.

16 3. The Court preliminarily appoints the named Plaintiff, Tomas Casillas as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq.
18 of Falakassa Law P.C., as Class Counsel.

19 4. The Court hereby preliminarily approves the proposed class action settlement and
20 settlement of PAGA claims upon the terms and conditions set forth in the Settlement Agreement.
21 The Court finds that on a preliminary basis that the Settlement appears to be within the range of
22 reasonableness of settlement that could ultimately be given final approval by the Court. It appears to
23 the Court on a preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all
24 potential Settlement Class Members when balanced against the probable outcome of further litigation
25 relating to liability and damages issues. It further appears that extensive and costly investigation and
26 research has been conducted such that counsel for the Parties at this time are reasonably able to
27 evaluate their respective positions. It further appears to the Court that the Settlement at this time will
28 avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented

1 by the further prosecution of the Action. It further appears that the Settlement has been reached as
2 the result of intensive, non-collusive, arms-length negotiations utilizing an experienced mediator.

3 5. The Court approves, as to form and content, the proposed Notice attached as **Exhibit**
4 **"B"** to the Declaration of Mehrdad Bokhour.

5 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
6 Class members by no later than as set forth in the Settlement Agreement. The Court finds that the
7 dissemination of the Notice Packet set forth in the Settlement Agreement complies with the
8 requirements of due process of law and appears to be the best notice practicable under the
9 circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the gross
11 Settlement Amount of \$275,000, which is inclusive of payment of Attorneys' Fees not to exceed
12 \$91,666.67 which is approximately 33.33% of the Settlement Amount, Costs not to exceed \$20,000,
13 Service Award not to exceed \$10,000 to Plaintiff, PAGA civil penalties of \$5,000 (of which 75% or
14 \$3,750 will be paid to the Labor and Workforce Development Agency and 25% or \$1,250 will be
15 paid to Participating Class Members) and Settlement Administration Costs not to exceed \$8,750.
16 Defendant shall pay the employer's share of payroll taxes on the portion of the Settlement Amount
17 payable to Participating Class Members as wages, in addition to the Settlement Amount.

18 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
19 of Settlement Administration Costs, not to exceed \$8,750.00, out of the Settlement Amount for
20 services to be rendered by ILYM Group, Inc. on behalf of the Settlement Class. The Settlement
21 Administrator shall prepare and submit to Class Counsel and Defendant's counsel a declaration
22 attesting to the completion of the notice process as set forth in the Settlement Agreement, including
23 an explanation of efforts to resend any Notice Packet returned undeliverable and the total number of
24 opt-outs and objections received before and after the deadline.

25 9. The Court directs Defendant to provide the Settlement Administrator with the "Class
26 Data" for Class Members providing the following information: (1) full names; (2) last known
27 addresses and telephone numbers; (3) the number of Workweeks (as defined in the Settlement
28 Agreement) as non-exempt employees of Defendant in California during the Class and PAGA

1 Periods; and (4) Social Security numbers. Defendant shall provide the "Class Data" as referenced
2 herein to the Settlement Administrator as set forth in the Settlement Agreement, including within 14
3 days of service of the notice of entry of the this Order.

4 10. The Settlement Administrator shall use the National Change of Address database (U.S.
5 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
6 first class U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein.

7 11. The deadline by which Settlement Class Members may dispute the number of
8 Workweeks worked or opt-out of the Settlement Class shall be sixty (60) days from the date of
9 mailing of the Notice Packet. Any Settlement Class Member who desires to be excluded from the
10 Settlement must timely mail his or her written request for exclusion in accordance with the Notice
11 Packet. All such persons who properly and timely exclude themselves from the Settlement shall not
12 be class participants and shall have no rights with respect to the Settlement, no interest in the
13 Settlement proceeds, and no standing to object to the proposed Settlement.

14 12. The deadline for filing objections to any of the terms of the Settlement shall be sixty
15 (60) days from the date of mailing of the Notice Packet. Any Settlement Class Member who wishes
16 to object to the Settlement must mail a written objection on the Settlement Administrator, who will
17 email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge
18 a copy of the objection with the Court. The objection must set forth, in a clear and concise manner,
19 the factual and legal basis for the objection. Any Settlement Class Member who fails to make his or
20 her objection in the manner provided for in this Order shall be deemed to have waived such objection
21 and shall forever be foreclosed from making any objection to or appeal of the fairness,
22 reasonableness, or adequacy of the Settlement as incorporated in the Settlement Agreement, or to the
23 award of Attorneys' Fees and Costs, or Service Award to the Class Representatives.

24 13. All papers filed in support of Final Approval, including supporting documents for
25 Attorneys' Fees and Costs shall be filed 16 court days before Final Approval hearing.

26 14. Class Counsel and Counsel for Defendant shall file any responses to any written
27 objections submitted to the Court in accordance with the time frame set forth in the Settlement
28 Agreement.

1 15. A final approval hearing shall be held with the Court on November 22, 2024 at 9:00
2 a.m. p.m. in Department "75" at 330 W. Broadway, San Diego, California 92101 to determine (1)
3 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by
4 the Court; (2) the amount of Attorneys' Fees and Costs to award Class Counsel; (3) the amount of
5 the Service Awards to the Class Representatives; and (4) other matters concerning final approval,
6 including the disposition of any unpaid amounts to the agreed upon *cy pres* beneficiary

7 16. An implementation schedule is below:

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	[14 calendar days after service of notice of entry of Order granting Preliminary Approval]
Settlement Administrator to mail the Notice Packet to the Settlement Class no later than:	[14 calendar days after receipt of Class Data]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	[60 calendar days after the date of mailing of the Class Notice]
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	[16 court days before the hearing on Motion for Final Approval of Settlement]
Hearing on Motion for Final Approval of Settlement	<u>November 22, 2024 at 9:00 a.m.</u>

20 If any of the dates in this implementation schedule falls on a weekend, legal, or court holiday,
21 the time to act shall be extended to the next business day.

22 17. Pending the Final Approval hearing, all proceedings in this action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
24 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court
25 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or
26 administrative proceedings (including filing claims with the Division of Labor Standards
27 Enforcement of the California Department of Industrial Relations) regarding claims released by the
28 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the

1 Claims Administrator.

2 18. In the event the Settlement does not become effective in accordance with the terms of
3 the Settlement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
4 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
5 Parties shall revert to their respective positions as of the commencement of the Action. The Parties
6 will be free to assert any claim or defense that could have been asserted at the outset of the Action.

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8 **IT IS SO ORDERED.**

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10 DATED: 19 JULY, 2024

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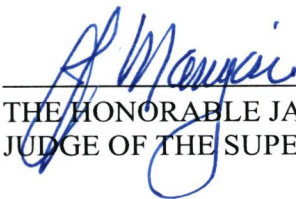
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THE HONORABLE JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT