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FILED
San Francisco County Superior Court

SEP 26 2024

CLERK OF THE COURT
BY: Edmond J. de
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

CHARLES HICKS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

DECKER ELECTRIC CO., a California
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: CGC-22-599591

ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

1 Plaintiff Charles Hicks' ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 came on regularly for hearing on September 25, 2024, regarding the terms set forth in the Amended
3 Class Action and PAGA Settlement Agreement (the "Settlement" or the "Settlement Agreement")
4 attached as Exhibit C to the Supplemental Declaration of Mehrdad Bokhour filed June 4, 2024. In
5 conformity with California Rules of Court, rule 3.769, with due and adequate notice having been
6 given to Class Members (as defined in the Settlement), and having considered the Settlement, all of
7 the legal authorities and documents submitted in support thereof, having reviewed the record in this
8 litigation, and good cause appearing, the Court hereby GRANTS final approval of the Settlement and
9 makes the following findings and determinations as follows:

10 1. All terms used in this order shall have the same meaning as those terms used and/or
11 defined in the parties' Settlement Agreement and Plaintiff's Motion for Final Approval of Class
12 Action Settlement.

13 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
14 jurisdiction to approve this Settlement and all exhibits thereto.

15 3. For settlement purposes only, the Court finally certifies the Settlement Class, as
16 defined in the Settlement as follows: all of Defendant's current and former hourly paid or non-exempt
17 employees within the State of California at any time from May 11, 2018, to March 23, 2024. The
18 PAGA Members include all current and former hourly paid or non-exempt employees who have
19 worked for Defendant within California at any time from May 10, 2021, through March 23, 2024.

20 4. The Court deems the Settlement Class definition sufficient for the purpose of rule
21 3.765(a) of the California Rules of Court and solely for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class exists and a well-defined community of
23 interest exists on the questions of law and fact involved because in the context of the Settlement:
24 (i) all related matters predominate over any individual questions; (ii) the claims of the Plaintiff are
25 typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
26 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the
27 interest of the Class Members.

28 6. The Court is satisfied that ILYM Group, Inc., appointed as the Settlement

1 Administrator, completed the distribution of the Class Notice to the Class in a manner that complies
2 with California Rules of Court, rule 3.766. The Class Notice informed 1,969 prospective Class
3 Members of the Settlement terms, their rights under the settlement and their settlement share, their
4 rights to submit a request for exclusion, their right to comment on or object to the Settlement, and
5 their right to appear at the Final Approval and Fairness Hearing and be heard regarding approval of
6 the Settlement. Each of these procedures provided a sufficient period of time to respond and to act.

7 7. No Class Members filed a written objection to the Settlement as part of the notice
8 process and no Class Members appeared at the Final Approval and Fairness Hearing to orally object
9 to the Settlement.

10 8. One Class Member, Mike Reynolds, requested exclusion from the settlement.

11 9. The Court appoints Plaintiff Charles Hicks as Class Representative and finds him to
12 be adequate.

13 10. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
14 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
15 and well-versed in class action litigation.

16 11. The Court finds that the Settlement Agreement has been reached as a result of
17 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
18 conducted extensive investigation and research, and their attorneys were able to evaluate their
19 respective positions reasonably.

20 12. The Court hereby approves the terms set forth in the Settlement Agreement and finds
21 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant
22 with all applicable requirements of the California Code of Civil Procedure, the California and United
23 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
24 applicable law, and in the best interests of each of the Parties and Class Members.

25 13. The Court directs the Parties to effectuate the Settlement Agreement according to its
26 terms and declares the Settlement Agreement to be binding on all 1,968 Participating Class Members.

27 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
28 \$3,400,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and

1 each Class Member. The Court approves the following allocations from the Gross Settlement
2 Amount:

- 3 A. The Court awards \$21,950 in Administration Costs to ILYM Group, Inc., the
4 Settlement Administrator, and finds this amount to be fair and reasonable.
5 The Court orders payment in accordance with the Settlement Agreement.
- 6 B. The Court awards \$952,000 to Class Counsel as attorneys' fees and finds this
7 amount fair and reasonable in light of the benefit obtained for the Class. The
8 Court orders the attorneys' fees award to be paid in accordance with the
9 Settlement Agreement.
- 10 C. The Court awards \$16,409.45 to the Bokhour Law Group, P.C. for litigation
11 costs, an amount which the Court finds to be reflective of the reasonable costs
12 incurred. The Court orders the litigation costs award to be paid in accordance
13 with the Settlement Agreement.
- 14 D. The Court awards \$5,000 to the Class Representative as a Service Payment
15 and finds this amount to be fair and reasonable. The Court grants orders the
16 Service Payment to be paid in accordance with the Settlement Agreement.
- 17 E. The Court approves the \$50,000 allocation for penalties under the Labor Code
18 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$37,500)
19 to be paid to the California Labor and Workforce Development Agency
20 ("LWDA") in accordance with the terms of the Settlement Agreement and the
21 remainder (\$12,500) to the PAGA Members on a pro rata basis.

22 15. The Court orders the Parties to comply with and carry out all terms and provisions of
23 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
24 provisions of this Order shall take precedence and supersede the Settlement.

25 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
26 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
27 in this case if the Settlement fails to become final or effective, or in any other case without limitation.
28 If the Settlement Agreement does not become final and effective in accordance with the terms of the

1 Settlement, then this Order Granting Final Approval of Class Action Settlement, Judgment, and all
2 orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the
3 parties shall revert to their respective positions as of before entering into the Settlement Agreement,
4 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
5 including all available defenses and affirmative defenses, and arguments that any claim in the Action
6 could not be certified as a class action and/or managed as a representative action. The Settlement
7 Agreement is not an admission by Defendant, nor is this Order Granting Final Approval of Class
8 Action Settlement a finding of the validity of any claims in the Action. Neither this Order, Judgment,
9 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
10 Settlement is, may be construed as, or may be used as an admission by or against Defendant of any
11 fault, wrongdoing or liability, or that this Action is appropriate for class or representative treatment
12 (other than for settlement purposes). The entering into or carrying out of the Settlement Agreement,
13 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
14 to be evidence of, an admission or concession with regard to the denials or defenses by Defendant.
15 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
16 Order, Judgment, the Settlement Agreement, or any other papers and records on file in the Action as
17 evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other
18 theory of claim or issue preclusion or similar defense as to the released claims.

19 17. The Settlement shall bind all 1,968 Participating Class Members, including the release
20 of claims (including Released Class Claims, Released PAGA Claims, and General Release by
21 Plaintiff) as set forth in the Settlement Agreement.

22 18. The Parties shall bear their respective attorneys' fees and costs, except as otherwise
23 provided in this Order.

24 19. Final Settlement Class Members shall have 180 calendar days after mailing by the
25 Settlement Administrator to cash their settlement checks. If any Final Settlement Class Member's
26 check is not cashed within that period, and if the aggregate funds represented by the uncashed checks
27 total \$15,000 or more, they will be distributed to each remaining Class Member, who is participating
28 in the Settlement and who cashed or deposited their check for their individual Settlement Amount, in

1 the same method as used in calculating their respective initial Settlement Amount. If the aggregate
2 funds represented by the uncashed checks total less than \$15,000, they will be tendered to the Alliance
3 for Children's Rights, the designated *cy pres* beneficiary pursuant to Code of Civil Procedure section
4 384(b).

5 20. Within ten days of this Order, the Settlement Administrator shall give notice of
6 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b), by
7 posting a copy of this Order on its website.

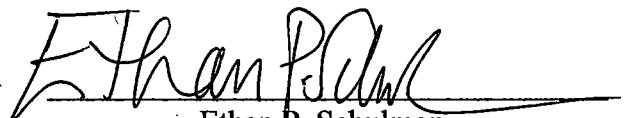
8 21. The Court retains continuing jurisdiction over this Action and the Settlement,
9 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
10 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
11 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

12 22. The Court hereby sets a status conference for July 18, 2025, at 9:00 a.m. for a hearing
13 on the final accounting and distribution of the settlement. A status report, accompanied by an
14 admissible evidentiary declaration, shall be filed no later than five court days prior to the status
15 conference. The status report must state the number of checks disbursed to Participating Class
16 Members, the number of uncashed checks, and the total amount of residual funds.

17 23. Class Counsel shall submit a copy of this Order to the LWDA within 10 days after
18 entry pursuant to Labor Code section 2699(s)(3).

19 IT IS SO ORDERED.

20
21 DATED: Sept - 26, 2024


Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

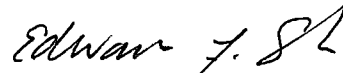
On September 26, 2024, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

SEP 26 2024

Brandon E. Riley, Court Executive Officer

By:



Edward Santos, Deputy Clerk