

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**JUL 18 2024**

  
BY: Ashley Cassel, Deputy

Matthew A. Haulk (SBN 272457)  
Email: [mhaulk@hemploymentlaw.com](mailto:mhaulk@hemploymentlaw.com)  
Jose M. Herrera (SBN 289590)  
Email: [jherrera@hemploymentlaw.com](mailto:jherrera@hemploymentlaw.com)  
HAULK & HERRERA LLP  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 745-3219  
Facsimile: (415) 745-3301

Attorneys for Plaintiffs JESUS LOPEZ CAMACHO and  
VICTOR ACEVADO and the Proposed Class

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

JESUS LOPEZ CAMACHO, an individual,  
on behalf of himself and others similarly  
situated, VICTOR ACEVADO, an individual,  
on behalf of others similarly situated,

Plaintiffs,

v.

ELECTUS CONSTRUCTION, INC., DAVID  
NAVARRO, and DOES 1 - 50, inclusive,

Defendants.

Case No.: CIVSB2222867

[Assigned to Hon. ~~David S. Cohn~~, Dept. S-~~36~~]  
**TONY RAPHAEL**

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

*[Notice, Memorandum of Points and  
Authorities and Declarations of Matthew A.  
Haulk, Jesus Lopez Camacho and Victor  
Acevado filed concurrently herewith]*

Date: July 18, 2024  
Time: 8:30 a.m.  
Dept.: S-~~36~~

Complaint Filed: October 11, 2022  
FAC Filed: August 10, 2023  
Trial Date: Not Set

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

Plaintiffs Jesus Lopez Camacho and Victor Acevedo aka Victor Godinez ("Plaintiffs")  
and Defendants Electus Construction, Inc., and David Navarro ("Defendants") have reached  
terms of settlement for a putative class action.

Plaintiffs have filed a motion for preliminary approval of a class action settlement of the  
claims asserted against Defendants in this action, memorialized in the JOINT STIPULATION

1 FOR CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (see DECLARATION OF  
2 MATT A. HAULK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY  
3 APPROVAL OF CLASS ACTION SETTLEMENT ["Haulk Decl."], at Exh. 1). The JOINT  
4 STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT AGREEMENT is referred  
5 to herein as the "Agreement" or "Settlement."

6 After reviewing the Agreement, the Notice process, and other related documents, and  
7 having heard the argument of Counsel for respective parties **IT IS HEREBY ORDERED AS**  
8 **FOLLOWS:**

9 1. The Court preliminarily finds that the terms of the proposed class action  
10 Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure §  
11 382. In granting final approval of the class action settlement the Court has considered the factors  
12 identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*  
13 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App.  
14 4th 706 (2006).

15 2. The Court finds that the Settlement has been reached as a result of intensive,  
16 serious and non-collusive arms-length negotiations with the assistance of a neutral private  
17 mediator, Kevin Barnes, Esq. The Court further finds that the parties have conducted thorough  
18 investigation and research, and the attorneys for the parties are able to reasonably evaluate their  
19 respective positions. The Court also finds that settlement at this time will avoid additional  
20 substantial costs, as well as avoid the delay and risks that would be presented by the further  
21 prosecution of the action. The Court finds that the risks of further prosecution are substantial.

22 3. The parties' Settlement is granted preliminary approval as it meets the criteria for  
23 preliminary settlement approval. The Court finds that it is appropriate to notify the members of  
24 the proposed settlement Class of the terms of the proposed settlement.

25 4. The parties' proposed notice plan is constitutionally sound because individual  
26 notices will be mailed to all Class Members whose identities are known to the parties, and such  
27 notice is the best notice practicable. The parties' proposed Class Notice (DECLARATION OF  
28 MATTHEW A. HAULK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY

1 APPROVAL OF CLASS ACTION SETTLEMENT, Exhibit 2) is sufficient to inform Class  
2 Members of the terms of the Settlement, their rights under the settlement, their rights to object to  
3 the Settlement, their right to receive a payment under the settlement or elect not to participate in  
4 the settlement, and the processes for doing so, and the date and location of the final approval  
5 hearing and are therefore approved.

6 5. The following persons are certified as Class Members solely for the purpose of  
7 entering a settlement in this matter:

8 All individuals who worked for Defendants in California as non-exempt  
9 employees at any time from October 11, 2018, through the date that a preliminary  
approval order is entered.

10 6. Plaintiffs are appointed the Class Representatives. The Court finds Plaintiffs'  
11 counsel are adequate, as they are experienced in wage and hour class action litigation and have  
12 no conflicts of interest with absent Settlement Class Members, and that they adequately  
13 represented the interests of absent class members in the Litigation. Matthew A. Haulk and Jose  
14 M. Herrera of Haulk & Herrera LLP are appointed Class Counsel.

15 7. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator,  
16 pursuant to the terms set forth in the Agreement.

17 8. Class Members will be bound by the Agreement unless they submit a timely and  
18 valid written request to be excluded from the Settlement within 45 days after mailing of the Class  
19 Notice or, and in the case of a re-mailed Notice, forty-five (45) days from the original mailing or  
20 fifteen (15) days from the date of re-mailing, whichever is greater, or in accordance with the  
21 terms of the Agreement.

22 9. Any Request for Exclusion shall be submitted to the Settlement Administrator  
23 rather than filed with the Court. Class members are not required to send copies of the Request  
24 for Exclusion to counsel. The Settlement Administrator shall file a declaration concurrently with  
25 the filing of any motion for final approval, authenticating a copy of every Request for Exclusion  
26 received by the administrator.

27 10. Prior to the Final Approval Hearing, Plaintiffs shall file a timely motion for final  
28 approval of the Settlement as provided in the Agreement.

1 11. Defendants are directed to provide the Settlement Administrator the Class Data in  
2 the manner and within the time frame specified in the Agreement.

3 12. The Settlement Administrator is directed to mail the approved Class Notice by  
4 first-class mail to the Class Members in accordance with the Agreement.

5 13. A final approval hearing will be held on December 4, 2024, at  
6 8:30 a.m. in Department S-36 S-26, to determine whether the settlement should be granted  
7 final approval as fair, reasonable, and adequate as to the Participating Class Members. At that  
8 time, the Court will hear all evidence and arguments necessary to evaluate the Settlement.  
9 Participating Class Members and their counsel may support or oppose the Settlement, if they so  
10 desire, in accordance with the procedures set forth in the Class Notice and this Order. Non-  
11 Participating Class Members shall not have a right to object to the class action components of  
12 the Settlement.

13 14. As set forth in the Notice, any Participating Class Member may appear at the final  
14 approval hearing in person or by his or her own attorney and show cause why the Court should  
15 not approve the settlement, or object to the motion for awards of the Class Representative  
16 Enhancement Award and Attorney's Fees and Costs. For any written comments or objections to  
17 be considered at the hearing, the Participating Class Member must submit a written objection in  
18 accordance with the deadlines set forth in the Class Notice, or as otherwise permitted by the  
19 Court.

20 15. Any written objection shall be submitted to the Settlement Administrator rather  
21 than filed with the Court. Class Members are not required to send copies of the Objection Form  
22 to counsel. The Settlement Administrator shall provide a declaration consistent with its  
23 obligations in the Agreement.

24 16. The Court reserves the right to continue the date of the final approval hearing  
25 without further notice to Class Members.

26 17. Class Counsel shall give notice to any objecting party of any continuance of the  
27 hearing of the motion for final approval.

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1           18.     The Court retains jurisdiction to consider all further applications arising out of or  
2 in connection with the settlement.

3 **IT IS SO ORDERED.**

4  
5 DATED: 7-18-2024

By: 

Honorable ~~David S. Cohen~~  
Judge of the Superior Court

ANTHONY RAPHAEL



**PROOF OF SERVICE**

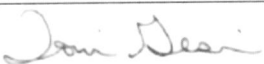
***Jesus Camacho, et al. v. Electus Construction, Inc., et al.***  
**San Bernardino County Superior Court Case No.: CIVSB2222867**

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s):  <b>[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT</b>	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed:  <b>Robert H. Pepple Alejandro Castro Philip Lamborn NIXON PEABODY LLP 300 S. Grand Avenue, Suite 4100 Los Angeles, CA 90071-3151 Email: <a href="mailto:rpepple@nixonpeabody.com">rpepple@nixonpeabody.com</a> <a href="mailto:acastro@nixonpeabody.com">acastro@nixonpeabody.com</a> <a href="mailto:plamborn@nixonpeabody.com">plamborn@nixonpeabody.com</a></b>  <b><i>Attorneys for Defendants ELECTUS CONSTRUCTION, INC. and DAVID NAVARRO</i></b>	
5.	a.	<b>By Personal Service.</b> I personally delivered the documents on the date shown below to the persons at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	<b>By United States Mail.</b> I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing.

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		On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	<b>By Overnight Delivery.</b> Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	<b>By Messenger Service.</b> I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	<b>By Fax Transmission.</b> Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	<b>By Electronic Transmission.</b> I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on May 6, 2024	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

May 6, 2024	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)