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

DEC 04 2024

BY 
JESSICA MORALES, DEPUTY

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

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

Plaintiffs,

vs.

ELECTUS CONSTRUCTION, INC., a
California Corporation, DAVID
NAVARRO, an individual, and DOES 1
TO 50,

Defendants.

CASE NO.: CIVSB2222867

[Assigned to Honorable Tony Raphael, Dept. S-36]

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR ATTORNEY'S
FEES AND COSTS**

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

Date: December 4, 2024
Time: 8:30 a.m.
Dept.: S-36

Complaint Filed: October 11, 2022
Trial Date: Not Set

Plaintiffs' Motion for Final Approval of Class Action Settlement on the terms set forth in the JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT ("Settlement" or "Agreement") came on for hearing on December 4, 2024, at 8:30 a.m. in Department S-36 of the above captioned court before the Honorable Tony Raphael.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Agreement), and having considered the

1 declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and
2 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
3 written comments received regarding the Settlement Agreement, and having reviewed the record
4 in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Agreement
5 and makes the following findings, determinations, and orders:

6 1. All terms used in this order shall have the same meaning as used and/or defined
7 in the Agreement. A copy of the Agreement is attached as Exhibit 1 to the Declaration of Matthew
8 Haulk in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement and for
9 Attorney's Fees and Costs as filed in this action on May 6, 2024.

10 2. The Court granted preliminary approval of the Settlement on July 18, 2024.

11 3. Plaintiffs Jesus Lopez Camacho and Victor Acevedo are appointed the Class
12 Representatives.

13 4. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are appointed
14 Class Counsel. The Court finds Class Counsel is adequate, as they are experienced in wage and
15 hour class action litigation and have no conflicts of interest with absent Settlement Class
16 Members, and that they adequately represented the interests of absent class members in the
17 litigation.

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

20 Plaintiffs and all individuals who worked for Defendants in California as
21 non-exempt employees at any time during the Class Period.

22 6. The Court deems this definition sufficient for the purpose of California Rules of
23 Court, Rule 3.765(a) for the purpose of effectuating settlement.

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

1 adequately represented and protected the interest of the Class Members.

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

6 9. The Court finds that the terms of the Settlement are fair, reasonable, and adequate,
7 pursuant to California Code of Civil Procedure § 382. In granting final approval of the class
8 action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*,⁴⁸
9 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
10 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). After considering the
11 monetary recovery provided as part of the Settlement in light of the challenges posed by
12 continued litigation, the Court concludes that Class Counsel secured significant relief for Class
13 Members.

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

19 11. The court is satisfied that ILYM Group, Inc., the Settlement Administrator,
20 completed the distribution of Class Notice in a manner that comports with California Rules of
21 Court, Rule 3.776 and the Agreement. Class Notice informed the prospective Class Members of
22 the Settlement terms, their right to do nothing and receive their settlement share, their right to
23 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
24 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of
25 the Settlement. Adequate periods of time to respond and to act were provided by each of these
26 procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice
27 process; zero Class Member(s) filed a written statement of intention to appear at the Final
28 Approval and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion

1 12. The terms of the Agreement, including the Gross Settlement Amount of \$170000,
2 and the allocation for determining Individual Class Payments, are fair, adequate, and reasonable
3 to the Class and to each Class Member, and the Court grants final approval of the Settlement set
4 forth in the Agreement, subject to this Order.

5 13. The Court further approves the following distribution from the Gross Settlement
6 Amount, which fall within the ranges stipulated by and through the Agreement:

7 a. The amount of \$8,250 designated for payment to the Settlement
8 Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties
9 to make the payment to the Settlement Administrator in accordance with the Agreement.

10 b. The amount requested by Plaintiffs and Class Counsel for Class Counsel's
11 attorneys' fees, representing one-third of the Gross Settlement Amount or \$56,100 is fair and
12 reasonable in light of the benefit obtained for the Class. Class Counsel's fee request for \$56,100
13 is supported by its lodestar cross-check, and the court finds that Class Counsel's time spent and
14 hourly rates are fair and reasonable. The Court grants final approval of Class Counsel's fee
15 request in the amount of \$56,100 and orders payment of this amount to be made in accordance
16 with the Agreement.

17 c. The Court awards Class Counsel \$7,745.15 in litigation costs, which is an
18 amount which the Court finds to be reflective of the actual and reasonable costs incurred. The
19 Court grants Class Counsel's litigation expenses payment and orders payment of this amount to
20 be made in accordance with the Agreement

21 d. The \$7,500 class representative enhancement payment requested by each
22 of the Plaintiffs is fair and reasonable. The Court grants final approval of the payment and orders
23 the payment be made in accordance with the Agreement.

24 e. The Court approves of the \$8,500 allocation assigned for claims under the
25 Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*, \$6,375) to be
26 paid to the California Labor and Workforce Development Agency in accordance with the terms
27 of the Agreement. The remainder (\$2,125) is to be paid to the Aggrieved Employees per the
28 Agreement.

1 14. The Court orders the Parties to comply with and carry out all terms and provisions
2 of the Agreement, to the extent that the terms thereunder do not contradict with this order, in
3 which case the provisions of this order shall take precedence and supersede the Agreement.

4 15. All Participating Class Members shall be bound by the Settlement and this Order,
5 including the release of claims as set forth in the Settlement Agreement. Per the Settlement, the
6 release of claims by any participating Class Member will be effective on the date when
7 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes
8 owed on the Wage Portion of the Individual Class Payments. In addition, the State of California
9 and the Aggrieved Employees are bound by the Settlement and release of PAGA claims set forth
10 in this Order.

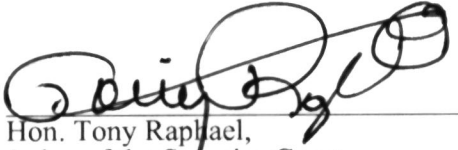
11 16. The Court shall retain jurisdiction to construe, interpret, implement, and enforce
12 the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and
13 to supervise and adjudicate any dispute arising from or in connection with the distribution of
14 settlement benefit.

15 17. It shall not be necessary to send notice of entry of this Order or the Judgment to
16 individual Class Members. However, this Order and the Judgment shall be posted on Settlement
17 Administrator's website as indicated in the Class Notice.

18 18. The Court has set a ~~non~~-appearance case review concerning disposition of the
19 settlement proceeds for 6/30/2025 8:30 am. and orders Plaintiff's Counsel to file a
20 declaration of counsel or the Settlement Administrator no later than 6/25/2025
21 concerning the disposition of proceeds.

22 **IT IS SO ORDERED.**

23 DATED: 12-4-2024

24 By: 
Hon. Tony Raphael,
Judge of the Superior Court

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): [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEY'S FEES AND COSTS	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Robert H. Pepple Alejandro Castro NIXON PEABODY LLP 300 S. Grand Avenue, Suite 4100 Los Angeles, CA 90071-3151 Email: rpepple@nixonpeabody.com acastro@nixonpeabody.com <i>Attorneys for Defendants ELECTUS CONSTRUCTION, INC. and DAVID NAVARRO</i>	
5.	a.	By Personal Service. 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.	By United States Mail. 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

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		mailing. 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.	By Overnight Delivery. 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.	By Messenger Service. 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.	By Fax Transmission. 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	By Electronic Transmission. 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 November 7, 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.

November 7, 2024	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)