

FILED
San Francisco County Superior Court

MAY 24 2024

CLERK OF THE COURT
BY: Christa Green
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 PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

1 The Court, having reviewed and considered Plaintiff Charles Hicks' ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the Declarations of Mehrdad
3 Bokhour, Joshua Falakassa, and Charles Hicks in Support of Plaintiff's Motion, the Amended Class
4 Action and PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and the
5 Notice of Proposed Class Action and PAGA Settlement ("Notice Packet") and any other documents
6 submitted in support of Plaintiff's Motion, hereby grants Plaintiff's Motion.

7 IT IS HEREBY ORDERED THAT:

8 1. Plaintiff and Defendant Decker Electric Co., Inc., Electrical Contractors
9 ("Defendant") have reached an agreement to settle all claims in this action. This Order incorporates
10 by reference the definitions in the Settlement Agreement, attached as Exhibit C to the Supplemental
11 Declaration of Mehrdad Bokhour filed May 22, 2024, and all terms defined therein shall have the
12 same meaning in this Order as set forth in the Settlement Agreement.

13 2. Pursuant to Code of Civil Procedure section 382, in light of the proposed Settlement,
14 the Court hereby finds that the prerequisites for conditional certification of a settlement class have
15 been met and preliminarily certifies the following Settlement Class: all of Defendant's current and
16 former hourly paid or non-exempt employees within the State of California at any time from May 11,
17 2018 to March 23, 2024.

18 3. The Court preliminarily appoints the named Plaintiff, Charles Hicks, as the Class
19 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua S. Falakassa,
20 Esq. of Falakassa Law, P.C. as Class Counsel.

21 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis, the
23 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the Maximum
25 Settlement Amount is fair, adequate, and reasonable as to all potential Class Members, when balanced
26 against the probable outcome of further litigation relating to liability and damages issues. It further
27 appears that extensive investigation and research has been conducted such that counsel for the parties
28 at this time are reasonably able to evaluate their respective positions. It further appears that the

1 Settlement has been reached as the result of non-collusive, arms-length negotiations utilizing an
2 experienced mediator.

3 5. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
4 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
5 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
6 including an explanation of efforts to resend any Notice Packet returned as undeliverable and the total
7 number of opt-outs and objections received before and after the deadline.

8 6. The Court directs Defendant to work diligently and in good faith to compile from its
9 records and to provide the Settlement Administrator with the "Class Data" – as defined in paragraph
10 7 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
11 Settlement Administrator that will consist of the following information: (1) the Class Members' full
12 names; (2) last known addresses; (3) Social Security Numbers; (4) telephone number; (5) e-mail
13 address (if available); and (6) dates of employment and/or number of Workweeks Worked as hourly
14 paid or non-exempt employees of Defendant in California during the Class Period and the PAGA
15 Period for each Settlement Class Member.

16 7. The Court approves, as to form and content, the proposed Notice Packet attached as
17 Exhibit "E" to the Supplemental Declaration of Mehrdad Bokhour filed May 22, 2024, subject to the
18 following corrections. First, in Section VIII of the Notice Packet, "Department 3" should be
19 "Department 304." Second, in Section IX of the Notice Packet, the entire second sentence of the
20 second paragraph beginning with "Additionally, the procedure . . ." must be omitted.

21 8. The Court directs the dissemination of the Notice Packet by first-class mail and email,
22 where email addresses are available, to the Class Members pursuant to the terms of the Settlement
23 Agreement. The Court finds that the dissemination of the Notice Packet set forth in the Settlement
24 Agreement complies with the requirements of due process of law and appears to be the best notice
25 practicable under the circumstances.

26 9. The Settlement Administrator shall use the National Change of Address database (U.S.
27 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
28 U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 7 herein.

1 10. The deadline by which Class Members may dispute the number of Workweeks
2 Worked, opt-out, or object shall be forty-five (45) calendar days from the date of mailing of the Notice
3 Packet.

4 11. Any Class Member may appear at the Final Approval Hearing and object whether or
5 not he/she has submitted a written objection as outlined in the Notice Packet.

6 12. Any Settlement Class Member who does not submit a timely and valid Request for
7 Exclusion will be deemed a Participating Class Member, will be bound by the Released Class Claims,
8 and will be entitled to receive an Individual Settlement Amount based upon the allocation formula
9 described in the Settlement Agreement. However, Settlement Class Members may not object to or
10 opt-out of the Settlement with respect to the Released PAGA Claims; and Settlement Class Members
11 who opt-out of the Released Class Claims will still be paid their allocation of the PAGA Payment
12 and will be bound by the Released PAGA Claims regardless of whether they submit a timely and
13 valid Request for Exclusion from the Released Class Claims.

14 13. The following dates shall govern for purposes of this settlement:

15 Within 15 days after notice of entry of 16 Order Granting Preliminary Approval	Deadline for Defendant to send Class Data to Settlement Administrator.
17 Within 7 days after receipt of Class 18 Data	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
19 45 calendar days after disseminating 20 Notice Packet	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
21 September 3, 2024	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs, and Service Payment.
22 September 12, 2024	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement or filing any response to an objection to the Settlement.
23 September 18, 2024	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
24 September 25, 2024 at 9:00 a.m.	Final Approval Hearing.

1 14. A final approval hearing shall be held in this Court on September 25, 2024 at 9:00
2 a.m. to determine: (1) whether the proposed settlement is fair, reasonable, and adequate and should
3 be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class
4 Counsel; and (3) the amount of Service Award to the Class Representative. The Court may continue
5 or adjourn the Final Approval Hearing without further notice to the Class Members. However, Class
6 Members who submit timely written objections shall receive notice if the Final Approval Hearing is
7 continued.

8 15. The Court may, for good cause shown, extend any of the deadlines set forth in this
9 Order without further notice to Class Members.

10 16. Plaintiff shall submit a copy of this Order to the Labor and Workforce Development
11 Agency within ten days after entry of order pursuant to Labor Code section 2699(l)(3).
12

13 IT IS SO ORDERED.

14
15 Dated: May 29, 2024



Ethan P. Schulman
Judge of the Superior Court

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

I, Felicia Green, 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 May 24, 2024, I electronically served ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: MAY 24 2024

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk