

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

JUL 26 2023

BY   
JESSICA MORALES, DEPUTY

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10 Attorneys for Plaintiff THOMAS CONTRERAS, as an individual and on behalf of all similarly  
11 situated employees,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN BERNARDINO**  
14 **SAN BERNARDINO JUSTICE CENTER**

15 THOMAS CONTRERAS, as an individual and  
16 on behalf of all similarly situated employees,

17 Plaintiff,

18 vs.

19 RILEY ELECTRIC, INC.; and DOES 1  
20 through 50, inclusive,

21 Defendants.

Case No.: CIVSB2132328

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Assigned for all purposes to:  
Hon. David Cohn, Dept.: S26

Date: July 26, 2023  
Time: 9:00 a.m.  
Dept.: S26

Complaint Filed: November 18, 2021  
Trial Date: None Yet Set

1 **[PROPOSED] ORDER**

2 On July 26, 2023, Plaintiff Thomas Contreras' ("Plaintiff") Motion for Preliminary  
3 Approval of Class Action Settlement ("Motion") came on for hearing in Department S26 of the  
4 Superior Court of California, County of San Bernardino. This Court, having fully reviewed the  
5 Motion for Preliminary Approval of Class Action Settlement; points and authorities and  
6 declarations filed in support, and Class Action Settlement Agreement ("Settlement"), including  
7 the Notice of Class Action Settlement ("Notice") attached hereto as Exhibits A and B  
8 respectively; and in recognition of the Court's duty to make a preliminary determination as to the  
9 reasonableness of any proposed class action settlement, and if preliminarily determined to be  
10 reasonable, to ensure proper notice is provided to Class Members in accordance with due process  
11 requirements, and to set a Final Fairness Hearing to consider the proposed settlement as to the  
12 good faith, fairness, adequacy, and reasonableness of any proposed settlement

13 **IT IS HEREBY ORDERED:**

14 1. The Settlement Agreement entered into by and between Plaintiff individually and  
15 on behalf of Class Members (defined below) and Defendant Riley Electric, Inc. ("Defendant") is  
16 preliminarily approved, as the terms of the settlement are found to be fair, adequate, and  
17 reasonable.

18 2. The following class is conditionally certified for settlement purposes only: all  
19 individuals who worked for Riley Electric, Inc. as hourly and/or non-exempt employees in  
20 California at any time between November 18, 2017 and the date of preliminary approval of the  
21 Class Action Settlement, and who did not sign an arbitration agreement containing an express  
22 class action waiver.

23 3. Named Plaintiff Thomas Contreras is appointed as Class Representative.  
24 Katherine J. Odenbreit and Laura Theriault of Mahoney Law Group, APC are appointed as Class  
25 Counsel.

26 4. The Parties' proposed notice plan is hereby approved as the best notice practicable.  
27 The proposed Settlement Class Notice attached hereto as Exhibit B is sufficient to inform the  
28 Class Members of the terms of the Settlement Agreement, their rights to receive monetary



1 Settlement Class Member's full name; (2) last known address; (3) last known home telephone  
2 number; (4) social security number; (5) start and end dates of employment during the Class  
3 Period; and (6) total number of shifts each Settlement Class Member worked during the Class  
4 Period. This information shall be based on Defendant's payroll and other business records and in  
5 a format readily accessible to Defendant. The data contained in the Database shall remain  
6 confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as  
7 needed by Phoenix to carry out the reasonable efforts required by the Settlement, or pursuant to  
8 express written authorization by Defendant or by order of the Court. Phoenix shall be authorized  
9 to use any reasonable practices to locate Class Members in order to provide them with the Notice  
10 and/or Settlement Payments. Neither Class Counsel nor Phoenix may use the Database for any  
11 purpose other than to administer the Settlement as provided in the Settlement.

12 9. On August 24, 2023, Phoenix will mail a copy of the Class Notice to all Class  
13 Members by first class regular U.S. mail. Phoenix will engage in address searches consistent with  
14 their normal practices in settlements of wage claims, including skip tracing. Any returned  
15 envelopes from this mailing with forwarding address will be utilized by Phoenix to forward the  
16 Notice to the Class Members.

17 10. Each Notice will list the total work shifts worked by the Class Members during  
18 the Class Period. To the extent a Class Member disputes the information listed on his or her  
19 Notice, the Class Member may produce evidence to Phoenix showing the number of shifts the  
20 Class Member contends to have worked during the Class Period. If there is a dispute, Phoenix  
21 will consult with the Parties to determine whether an adjustment is warranted. Phoenix shall  
22 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the  
23 terms of this Agreement. Phoenix's determination of the eligibility for and amount of any  
24 Individual Settlement Payment shall be binding upon the Class Members and the Parties.

25 11. All requests for exclusion must be post-marked by October 23, 2023.

26 12. All written objections must be mailed to Phoenix and be postmarked by October  
27 23, 2023. Any Objection must be signed by the Settlement Class Member and state: (1) the full  
28 name of the Settlement Class Member; (2) the address of the Settlement Class Member; (3) the

1 phone number of the Settlement Class Member; and (4) the basis for the objection.

2 13. The Court will conduct a Final Fairness Hearing on 1/4/24  
3 at 9:00 a.m./p.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and  
4 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs  
5 to award to Class Counsel; and (3) the amount of Enhancement Payments to the Class  
6 Representative. If the settlement is finally approved by the Court, Defendant will receive a release  
7 of claims as set forth in the Settlement Agreement.

8 14. Briefs/Motions in Support of Final Approval of the Settlement shall be filed per  
9 code based on the hearing date.

10 15. The Court reserves the right to continue the date of the Final Fairness Hearing  
11 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all  
12 further applications arising out of or in connection with the Settlement.

13 In the event the Settlement is not finally approved, or otherwise does not become effective  
14 in accordance within the terms of the Settlement, this Order shall be rendered null and void and  
15 shall be vacated, and the Parties shall revert to their respective positions as of before entering into  
16 the settlement.

17  
18 Dated: 7/20/23

David Cohn  
19 HON. DAVID COHN  
20 JUDGE OF THE SUPERIOR COURT  
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**PROOF OF SERVICE**

Code of Civ. Proc. § 1013a, subd. (3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **June 30, 2023**, I served [X] true copies [ ] originals of the following document(s): **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. I served the document(s) on the person(s) below as follows:


Michael B. Mellema, Esq. Edzyl Magante <b>PARKER, MILLIKEN, CLARK,          O'HARA &amp; SAMUELIAN</b> 555 Flower Street Los Angeles, CA 90071	Attorneys for Defendant RILEY ELECTRIC, INC.  Telephone: Facsimile: Email: <a href="mailto:mmellema@pmcos.com">mmellema@pmcos.com</a> <a href="mailto:emagante@pmcos.com">emagante@pmcos.com</a> <a href="mailto:cmartinez@pmcos.com">cmartinez@pmcos.com</a>
Cynthia Hafif-Stonehouse, Esq. Michael Huber, Esq. Linda Kastelic <b>HAFIF-STONEHOUSE LAW          GROUP, APLC</b> 3175 East Sedona Court Ontario, CA 91764	Attorneys for Defendant RILEY ELECTRIC, INC.  Email: <a href="mailto:cdhafif@hafiflegal.com">cdhafif@hafiflegal.com</a> <a href="mailto:mjhuber@hafiflegal.com">mjhuber@hafiflegal.com</a> <a href="mailto:lkastelic@hafiflegal.com">lkastelic@hafiflegal.com</a>

The document(s) were served by the following means:

**By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address [smarquez@mahoney-law.net](mailto:smarquez@mahoney-law.net). Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

**(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **June 30, 2023**, at Long Beach, California.

  
\_\_\_\_\_  
Samantha Marquez