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. 1 . 2 . 3	Katherine J. Odenbreit (SBN: 184619) <u>kodenbreit@mahoney-law.net</u> Laura Theriault (SBN: 330474) <u>ltheriault@mahoney-law.net</u> MAHONEY LAW GROUP, APC	FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT JUL 2.6 2023	
4	249 East Ocean Boulevard, Suite 814	BY	
5	Long Beach, CA 90802 Telephone No.: (562) 590-5550 Facsimile No.: (562) 590-8400		
6 7	Attorneys for Plaintiff THOMAS CONTRERAS, as an individual and on behalf of all similarly		
8	situated employees,		
9	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
10	FOR THE COUNTY OF SAN BERNARDINO		
11	SAN BERNARDINO JUSTICE CENTER		
12	THOMAS CONTRERAS, as an individual and	d Case No.: CIVSB2132328	
13	on behalf of all similarly situated employees,	[PR OPOSE D] ORDER GRANTING	
14 15	Plaintiff,	PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT	
16	VS.	Assigned for all purposes to:	
17	RILEY ELECTRIC, INC.; and DOES 1 through 50, inclusive,	Hon. David Cohn, Dept.: S26 Date: July 26, 2023	
18		Time: 9:00 a.m. Dept.: S26	
19	Defendants.	Complaint Filed: November 18, 2021	A.
20		Trial Date: None Yet Set	
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[PROPOSED] ORDER

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

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IT IS HEREBY ORDERED:

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

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

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

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

payments under the Settlement Agreement, their right to exclude themselves from the Settlement, and their right to lodge objections to the Settlement. The Court finds the notice requirements of Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors that may be discovered in the Class Notice and make clarification, to the extent some are found or needed, so long as the corrections, do not materially alter the substance of the Class Notice.

5. Phoenix Class Action Administration Solutions ("Phoenix") is appointed to act as the Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court orders Defendant to provide to Phoenix the class information necessary to facilitate the notice mailing by August 10, 2023. Phoenix is ordered to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order, including disseminating the Notice according to the notice plan described in the Settlement Agreement in English in Spanish. The mailing of the Notice shall be completed on August 24, 2023. Based upon the cost estimate submitted by Phoenix, the Court preliminarily approves administration costs in the amount of six thousand dollars (\$6,000.00) to be deducted from the Gross Settlement Amount. 16

6. The deadline for Class Members to opt-out or object to the Settlement is October 23, 2023. The procedures and deadline for Class Members to request exclusion from or to object to the Settlement is adopted as described in the Settlement Agreement and the attached Notice. Any Class Member who intends to object to final approval of the Settlement Agreement must submit a written objection to Phoenix by mail in accordance with the Settlement Agreement and described in paragraph 7 of the Notice. Any opposition or reply to any objections or the motion for final approval will be due according to Code of Civil Procedure section 1005.

7. The Parties are ordered to carry out the settlement according to the terms of the 24 25 Settlement Agreement.

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RELEVANT DATES AND DEADLINES

8. On August 10, 2023, Defendant shall provide Phoenix with the following 27 information that is within Defendant's possession for each Participating Class Member: (1) each 28

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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 Period; and (6) total number of shifts each Settlement Class Member worked during the Class 3 Period. This information shall be based on Defendant's payroll and other business records and in 4 a format readily accessible to Defendant. The data contained in the Database shall remain 5 confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as 6 7 needed by Phoenix to carry out the reasonable efforts required by the Settlement, or pursuant to express written authorization by Defendant or by order of the Court. Phoenix shall be authorized 8 to use any reasonable practices to locate Class Members in order to provide them with the Notice 9 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.

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

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

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

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

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

The Court will conduct a Final Fairness Hearing on _ 13. at $\underline{\mathscr{G}}$: $\underline{\mathscr{O}}$ a.m./p, arto determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement Payments to the Class Representative. If the settlement is finally approved by the Court, Defendant will receive a release of claims as set forth in the Settlement Agreement.

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

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

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

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Dated: 7/24/23

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HON. DAVID COHN JUDGE OF THE SUPERIOR COURT

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	PROOF OF	SERVICE	
1	Code of Civ. Proc. § 1013a, subd. (3)		
2	STATE OF CALIFORNIA, CO	OUNTY OF LOS ANGELES	
3	I am employed in the County of Los Angeles, State of California. I am over the age of 18		
4	and not a party to the within action. My business a Long Beach, California, 90802.	address is 249 East Ocean Boulevard, Suite 814,	
5	On June 30, 2023, I served [X] true copie	s [] originals of the following document(s):	
6 7	[PROPOSED] ORDER GRANTING PRELIM SETTLEMENT. I served the document(s) on th	INARY APPROVAL OF CLASS ACTION e person(s) below as follows:	
		Attorneys for Defendant RILEY	
8	Michael B. Mellema, Esq. Edzyl Magante	ELECTRIC, INC.	
9	PARKER, MILLIKEN, CLARK,	Telephone:	
10	O'HARA & SAMUELIAN 555 Flower Street	Facsimile: Email: <u>mmellema@pmcos.com</u>	
11	Los Angeles, CA 90071	emagante@pmcos.com	
12		<u>cmartinez@pmcos.com</u>	
13	Cynthia Hafif-Stonehouse, Esq. Michael Huber, Esq.	Attorneys for Defendant RILEY ELECTRIC, INC.	
14	Linda Kastelic	ELECTRIC, INC.	
15	HAFIF-STONEHOUSE LAW GROUP, APLC	Email: <u>cdhafif@hafiflegal.com</u>	
16	3175 East Sedona Court	mjhuber@hafiflegal.com	
17	Ontario, CA 91764	lkastelic@hafiflegal.com	
18	The document(s) were served by the following means:		
19	By e-mail: Based upon court order or an agreement of the parties to accept service by		
20	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. Within a reasonable time after the		
21	transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.		
22			
23	the foregoing is true and correct. $[X]$ (State): I declare under penalty of perpendent to the foregoing is true and correct.	ury under the laws of the State of California that	
24	Executed on June 30, 2023, at Long Beac	h, California.	
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26	Sm		
27		Samantha Marquez	
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