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FILED
San Francisco County Superior Court

SEP 06 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

7 Attorneys for Plaintiff(s),

8 CHARLES MIKICH, JONATHON GORDON, and all others similarly situated
9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN FRANCISCO**

12 **(UNLIMITED JURISDICTION)**

13
14 CHARLES MIKICH, on behalf of himself and
15 all others similarly situated, and as an
16 "aggrieved employee" on behalf of other
17 "aggrieved employees" under the Labor Code
18 Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19
20 SAYEH PETROLEUM, INC., a California
21 corporation; HEDIA PETROLEUM, INC., a
22 California corporation; HADAD
23 ENTERPRISE, INC., a California corporation;
24 HADAD PETROLEUM, INC., a California
25 corporation; BAY AREA AUTO CARE, INC.,
26 a California corporation; HOUTAN
27 PETROLEUM, INC. a California corporation;
28 GREEN PLANET GAS, INC., a California
corporation; ALI BOZORGHADAD (also
known as ED BOZORGHADAD, also known
as ED HADAD), an individual; and DOES 8-
50, inclusive,

Defendant(s).

Case No. CGC-20-582385 consolidated with
CGC-21-594289

**[PROPOSED] JUDGMENT
APPROVING CLASS SETTLEMENT**

Hearing Information

Action filed: 1/22/2020
Hearing Date: 09/03/2024
Hearing Time: 9:30 a.m.
Hearing Dept: 302, The Honorable
Richard B. Ulmer, Jr.



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1 JONATHON GORDON on behalf of himself
2 and all others similarly situated, and as an
3 "aggrieved employee" on behalf of other
4 "aggrieved employees" under the Labor Code
5 Private Attorney General Act of 2004,

6 *Plaintiff(s),*

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9 corporation; HEDIA PETROLEUM, INC., a
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11 ENTERPRISE, INC., a California
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14 CARE, INC., a California corporation;
15 HOUTAN PETROLEUM, INC. a California
16 corporation; GREEN PLANET GAS, INC., a
17 California corporation; ALI
18 BOZORGHADAD (also known as ED
19 BOZORGHADAD, also known as ED
20 HADAD), an individual; and DOES 1-50,
21 inclusive,

22 *Defendant(s).*

Case No.: CGC-21-594289

Action Filed: 08/04/2021
Dept: 610, The Honorable
Garett L. Wong



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CHARLES MIKICH, JONATHON GORDON, and all others similarly situated



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1 This matter came for hearing on September 3, 2024, at 9:30 a.m. in Department 302 of
2 the above-captioned court on Plaintiffs' Motion for Final Approval of Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Joint
4 Stipulation of Class Action Settlement and Release of Claims (the "Settlement") filed herewith,
5 which provides for a Gross Settlement Amount ("GSA") of \$2,000,000.00 in compromise of all
6 disputed claims on behalf of current and former hourly, non-exempt employees employed by
7 Defendants Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad
8 Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and
9 Ali Bozorghadad (also known as Ed Bozorghadad, also known as Ed Hadad) (collectively
10 "Defendants") who worked in California during the Class Period. All capitalized terms used
11 herein shall have the same meaning as defined in the Settlement.

12 In accordance with the Court's prior ruling granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and
14 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
15 received and considered the Settlement, the supporting papers filed by the Parties, and the
16 evidence and argument received by the Court in conjunction with the motions for preliminary
17 and final approval of the Settlement, the Court grants¹ final approval of the Settlement and
18 HEREBY ORDERS, ADJUDGES, DECREES, AND MAKES THE FOLLOWING
19 DETERMINATIONS:

20 1. The Court has jurisdiction over the subject matter of the Action and over all
21 Parties to the Action, including all Class Members who did not request to be excluded from the
22 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
23 Class Action Settlement of April 29, 2024, the Notice of Proposed Class Action Settlement and
24 Hearing Date for Court Approval was sent to each Class Member by First Class U.S. mail. The
25 Notice of Proposed Class Action Settlement and Hearing Date for Court Approval informed
26 Class Members of the terms of the Settlement, their right to receive their proportional share of

27
28 ¹ A true and correct copy of the Court's tentative ruling dated August 30, 2024 is attached hereto
as Exhibit A.



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1 the Settlement, their right to request exclusion, their right to comment upon or object to the
2 Settlement, and their right to appear in person or by counsel at the final approval hearing and be
3 heard regarding final approval of the Settlement. Adequate periods of time were provided by
4 each of these procedures. No member of the Class presented written objections to the proposed
5 Settlement as part of this notice process, stated an intention to appear, or actually appeared at
6 the final approval hearing.

7 2. For purposes of this Settlement, "Class," "Class Members," or "Settlement
8 Class" means all persons Defendants employed in California as hourly, non-exempt employees
9 during the Class Period. The "Class Period" means the period of time from January 16, 2016,
10 through October 31, 2022. Settlement, ¶¶ I.B, I.F.

11 3. The Court finds and determines that the notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding final approval of the Settlement based on the responses of Class Members. The Court
14 finds and determines that the notice provided in this case was the best notice practicable, which
15 satisfied the requirements of law and due process as to all persons entitled to such notice.

16 4. **Release by Plaintiff and Class Members.** The Parties agree that it is their intent
17 that the resolution set forth in this Settlement will release and discharge the Released Claims by
18 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
19 other action of any kind by each and all of the Settlement Class Members (including
20 participation to any extent in any representative or collective action) against the Released
21 Parties. This release will not take effect until Defendants have paid the Gross Settlement Amount
22 in full per this Settlement Agreement. All PAGA Members, regardless of whether they submit
23 timely and valid requests for exclusion from the Settlement, will release all Released Claims
24 under PAGA against the Released Parties. The State of California will also release all Released
25 Claims under PAGA against the Released Parties.

26 Upon the Effective Date, and only after Defendants pay the entirety of the Gross
27 Settlement Amount, each Plaintiff will be deemed to have released the Released Parties of and
28 from all of the Released Claims during the Class Period. These claims include all claims, rights,



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1 demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged
2 based on the facts and claims during the period of January 16, 2016 through October 31, 2022
3 asserted in the Operative Complaint and/or in the letter(s) sent by any Plaintiff to the LWDA
4 concerning Defendants and the other Released Parties, whether sounding in law or equity, tort,
5 contract, statute, or other applicable federal, state, or local law or regulation, including but not
6 limited to the following claims: (1) failure to pay wages; (2) unauthorized and unlawful wage
7 deductions; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods;
8 (5) failure to indemnify for business expenses; (6) failure to issue proper wage statements; (7)
9 failure to timely pay wages; (8) failure to maintain required payroll records; (9) unfair business
10 practices that could have been premised on the claims, causes of action, or legal theories of relief
11 described above or any of the claims, causes of action, or legal theories of relief pleaded in the
12 Action; (10) all claims under PAGA or for civil penalties that could have been premised on the
13 claims, causes of action, or legal theories described above or any of the claims, causes of action,
14 or legal theories of relief pleaded in the Action or Plaintiffs' letters to the LWDA, including but
15 not limited to the California Code of Regulations and to Labor Code sections 201, 202, 203,
16 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
17 1198, 2802, and 2699, and any and all damages, restitution, disgorgement, civil penalties,
18 statutory penalties, taxes, interest, or attorneys' fees or costs resulting therefrom. Released
19 Claims shall not apply to claims for workers' compensation benefits, unemployment insurance
20 benefits, or any other claim or right that as a matter of law cannot be waived or released.
21 Released Claims shall include any claims for penalties by a PAGA Member resulting from any
22 LWDA investigation. Each Plaintiff's release set forth herein shall include a waiver of all rights
23 under California Civil Code §1542, which includes a release of all known and unknown claims
24 against the Released Parties during the Class Period. Civil Code section 1542 provides:

25
26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE



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1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.
4

5 Upon the Effective Date, and only after Defendants pay the entirety of the Gross
6 Settlement Amount, each Plaintiff will be deemed to have waived his rights under Civil Code
7 §1542 during the Class Period, as set forth above. Each Plaintiff's release excludes any claim
8 for worker's compensation. It also includes each Plaintiff's claims, if any, for harassment,
9 discrimination, wrongful termination, negligent infliction of emotional distress, intentional
10 infliction of emotional distress, and related prayers for compensatory and punitive damages,
11 interest, attorney fees, and costs. Settlement ¶¶ I.U, V.A-B.

12 5. The Court further finds and determines that the terms of the Settlement are fair,
13 reasonable, and adequate, that the Settlement is ordered finally approved, and that all terms and
14 provisions of the Settlement, including the release of claims contained therein, should be and
15 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
16 according to its terms. As of the Effective Date of Settlement, and only after Defendants pay the
17 entirety of the Gross Settlement Amount, for the duration of the Class Period, all Class Members
18 are hereby deemed to have waived and released all Released Claims and are forever barred and
19 enjoined from prosecuting the Released Claims against the Releasees as fully set forth in the
20 Settlement. No objections were received by the Parties or the Court through the date of this Final
21 Order and Judgment. The Court finds that one (1) Class Member—Abraham Alarcon—
22 submitted a request for exclusion from the Settlement as determined by the Settlement
23 Administrator and therefore is not in the Settlement Class.

24 6. The Court finds and determines that (a) the Settlement Shares to be paid to
25 Participating Class Members and (b) the \$37,500.00 payment to the California Labor &
26 Workforce Development Agency ("LWDA") for the PAGA penalty under the California Labor
27 Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699
28 *et seq.*, as provided for by the Settlement, are fair and reasonable. The Court hereby grants final



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1 approval to, and orders the payment of, those amounts be made to the Participating Class
2 Members and to the LWDA, in accordance with the terms of the Settlement.

3 7. The Court further grants final approval to and orders that the following payments
4 be made in accordance with the terms of the Settlement:

5 a. A Class Counsel Fees Payment in the amount of \$666,666.00 for
6 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$28,803.78
7 to Class Counsel;

8 b. \$25,000.00 as a Class Representative Payment payable to Plaintiff
9 Charles Mikich for his service as the class representative and \$25,000.00 as a Class
10 Representative Payment payable to Plaintiff Jonathon Gordon for his service as the class
11 representative;

12 c. \$20,000.00 in Settlement Administrator's fees payable to CPT Group,
13 Inc. for its services as the Settlement Administrator;

14 d. Payment of \$37,500.00 (75% of the \$50,000.00 PAGA penalty) to the
15 LWDA; and

16 e. Employer-side payroll taxes (to be paid in addition to the Gross
17 Settlement Amount by Defendants).

18 8. The settlement administration shall proceed as directed in the Settlement, and no
19 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
20 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
21 of all matters relating to the interpretation, administration, implementation, effectuation, and
22 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
23 of Court 3.769(h).

24 9. Within seven (7) calendar days of the Effective Date, Defendants deposit one-
25 half of the Gross Settlement Amount (i.e., \$1,000,000) in an account designated by the
26 Settlement Administrator. Defendants shall deposit the remaining one-half of the Gross
27 Settlement Amount (i.e., \$1,000,000) within 365 days of their having deposited the first half of
28 the Gross Settlement Amount. From the amounts deposited by Defendants, the Settlement



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1 Administrator shall pay: (i) the total amount of all Settlement Shares to Participating Class
2 Members, (ii) the Court approved Class Counsel fees & costs, (iii) the Court-approved Class
3 Representative Payments, (iv) the Court-approved costs of the Settlement Administrator, and
4 (v) the payment to the LWDA. Defendants shall also pay their share of the employer-side payroll
5 taxes in addition to the GSA.

6 10. Defendants' payment of such sums shall be the sole financial obligation of
7 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
8 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs, and
9 expenses.

10 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
11 one hundred and eighty (180) days from the date of each check's issuance to cash each
12 Settlement Share check. After the expiration of the 180-day period, on Defendants' behalf, the
13 Settlement Administrator shall remit any amounts from Voided Settlement Checks and
14 otherwise unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest
15 from the date of entry of the initial judgment, to the California Unclaimed Property Fund.

16 12. The Parties shall file a final accounting report by **April 6, 2026**. A nonappearance
17 case review regarding submission of a final report is scheduled for **April 20, 2026 at 9:30 a.m.**
18 or _____ at _____ .m. in Department 302.

19 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
20 the Parties' obligations under the Settlement or hereunder, including the requirement that
21 Defendants deposit funds for distribution by the Settlement Administrator to participating Class
22 Members in accordance with the Settlement.

23 14. The Court hereby enters final Judgment in this case in accordance with the terms
24 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
25 and this Final Order and Judgment.

26 15. The Parties are hereby ordered to comply with the terms of the Settlement.

27 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
28 provided by the Settlement and this Final Order and Judgment.



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17. The Settlement is not an admission by Defendants nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order and Judgment, Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendants, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

18. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date: 4/6/24


The Honorable Richard B. Ulmer, Jr.
Judge of the Superior Court



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EXHIBIT A

Case Number:CGC20582385Case Title:CHARLES MIKICH VS. SAYEH PETROLEUM, INC. ET ALCourt Date:2024-09-03 09:30 AMCalendar Matter:FINAL APPROVAL HEARINGRulings:Matter on the Law & Motion calendar for Tuesday, September 3, 2024, Line 1. 1 - FINAL APPROVAL HEARING Plaintiffs' unopposed motion for final approval of class action settlement is granted; hearing required. For the 9:30 a.m. Law & Motion calendar, all attorneys and parties may appear in Department 302 remotely. Remote hearings will be conducted by videoconference using Zoom. To appear remotely at the hearing, go to the court's website at sfsuperiorcourt.org under "Online Services," navigate to "Tentative Rulings," and click on the appropriate link, or dial the corresponding phone number. Any party who contests a tentative ruling must send an email to contestdept302tr@sftc.org with a copy to all other parties by 4pm stating, without argument, the portion(s) of the tentative ruling that the party contests. The subject line of the email shall include the line number, case name and case number. The text of the email shall include the name and contact information, including email address, of the attorney or party who will appear at the hearing. Counsel for the prevailing party is required to prepare a proposed order which repeats verbatim the substantive portion of the tentative ruling and must email it to contestdept302tr@sftc.org prior to the hearing even if the tentative ruling is not contested. The court no longer provides a court reporter in the Law & Motion Department. Parties may retain their own reporter, who may appear in the courtroom or remotely. A retained reporter must be a California certified court reporter (CSR), for only a CSR's transcript may be used in California courts. If a CSR is being retained, include in your email all of the following: their name, CSR and telephone numbers, and their individual work email address. =(302/RBU)

Case Number:CGC20582385Case Title:CHARLES MIKICH VS. SAYEH PETROLEUM, INC. ET ALCourt Date:2024-09-03 09:30 AMCalendar Matter:Motion For Final Approval Of Class Action SettlementRulings:Matter on the Law & Motion calendar for Tuesday, September 3, 2024, Line 1. 2 - PLAINTIFF CHARLES MIKICH , ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED, AND JONATHON GORDON's Motion For Final Approval Of Class Action Settlement. Plaintiffs' unopposed motion for final approval of class action settlement is granted; hearing required. For the 9:30 a.m. Law & Motion calendar, all attorneys and parties may appear in Department 302 remotely. Remote hearings will be conducted by videoconference using Zoom. To appear remotely at the hearing, go to the court's website at sfsuperiorcourt.org under "Online Services," navigate to "Tentative Rulings," and click on the appropriate link, or dial the corresponding phone number. Any party who contests a tentative ruling must send an email to contestdept302tr@sftc.org with a copy to all other parties by 4pm stating, without argument, the portion(s) of the tentative ruling that the party contests. The subject line of the email shall include the line number, case name and case number. The text of the email shall include the name and contact information, including email address, of the attorney or party who will appear at the hearing. Counsel for the prevailing party is required to prepare a proposed order which repeats verbatim the substantive portion of the tentative ruling and must email it to contestdept302tr@sftc.org prior to the hearing even if the tentative ruling is not contested. The court no longer provides a court reporter in the Law & Motion Department. Parties may retain their own reporter, who may appear in the courtroom or remotely. A retained reporter must be a California certified court reporter (CSR), for only a CSR's transcript may be used in California courts. If a CSR is being retained, include in your email all of the following: their name, CSR and telephone numbers, and their individual work email address. =(302/RBU)