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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TOMAS CASILLAS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PREMIER SCAFFOLD, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2022-00020690-CU-OE-CTL

[Assigned to Hon. James A. Mangione,
Dept. C-75]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND ENTRY OF FINAL JUDGMENT
THEREON**

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for
3 a hearing on November 22, 2024, in Department 1 of the above-entitled court. The Settlement
4 Agreement is titled “Class Action and PAGA Settlement Agreement” and was included as
5 Exhibit “B” to the Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion for Final
6 Approval of Class Action Settlement. The Final Approval Motion was unopposed by
7 Defendant Premier Scaffold, Inc. (“Defendant”).

8 Having considered the Final Approval Motion, the Settlement Agreement, the
9 Declarations, and all other materials properly before the Court and having conducted an inquiry
10 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
11 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
12 adequate notice having been given to the Class, and the Court having considered the Settlement
13 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
14 received regarding the proposed settlement, and having reviewed the record in this Action, and
15 good cause appearing,

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

17 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
18 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

19 2. The Court has jurisdiction over the subject matter of this Action, the Class
20 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

21 3. The Court finds that the distribution of the Class Notice, as provided for in the
22 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
23 under the circumstances to all Class Members and fully met the requirements of California law
24 and due process under the California and United States Constitution. Based on evidence and
25 other material submitted, the actual notice to the class was adequate.

26 4. The Court finds that the instant Action presented a good faith dispute of the
27 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
28 behalf of the Class Members, which Defendant disputed, included all claims, damages, or

1 causes of action that arose during the Class Period and which were alleged, or could have been
2 alleged, by Plaintiff based on any of the factual allegations contained in the operative complaint
3 in the Action, including, but not limited to, claims under state, federal (i.e., Fair Labor
4 Standards Act (“FLSA”)) or local law including, but not limited to claims for unpaid minimum
5 and overtime wages (including, *inter alia*, in connection with off-the-clock work and improper
6 rounding of time), claims related to non-compliant meal and rest breaks or periods and
7 nonpayment of premium pay for such, failure to comply with itemized employee wage
8 statement provisions, failure to pay wages due at separation and associated waiting time
9 penalties, failure to timely pay wages during employment, failure to maintain compliant time
10 and payroll records, failure to reimburse for business expenses, and unfair or unlawful business
11 practices in violation of California Business and Professions Code § 17200, *et seq.* based on the
12 aforementioned. The Released Class Claims specifically include, but are not limited to, all
13 claims arising under, or through which Plaintiff may seek recovery, including California Labor
14 Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 516, 558, 1174,
15 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, and 2804 and California Industrial
16 Welfare Commission Wage Order 16-2001, California Business and Profession Code sections
17 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and California common law
18 of contract, interest and claims for attorney’s fees relating in any way to those claims alleged
19 and mentioned in the operative complaint in the Action.

20 5. No Class Member objected to the Settlement, and no Class Member requested
21 exclusion from the Settlement. All Participating Class Members are entitled to payment
22 pursuant to the Settlement and this Judgment.

23 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
24 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
25 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
26 Settlement Agreement.

27 7. The Settling Parties are to bear their own fees and costs, except as otherwise
28 provided in the Settlement Agreement.

1 8. For purposes of effectuating this Order and Judgment, this Court has certified the
2 following class: "All current and former non-exempt employees employed by Defendant at any
3 time during the period of May 31, 2018, to March 1, 2024." The PAGA Employees are all
4 persons who are or were previously employed by Defendant in California and classified as a
5 non-exempt or hourly employee at any time from March 27, 2021 to March 1, 2024. The Court
6 deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

7 9. With respect to the Settlement Class and for purposes of approving this
8 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
9 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
10 fact common to the Class Members, and there is a well-defined community of interest among
11 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
12 Representative are typical of the claims of the Class Members; (d) the Class Representative has
13 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
14 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
15 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
16 Plaintiff in his individual and representative capacity and for the Settlement Class.

17 10. By this Judgment, the Class Representative shall release, relinquish, and
18 discharge, and each of the Participating Class Members shall be deemed to have, and by
19 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
20 discharged all Released Claims against the Released Parties, as defined and specified in the
21 Settlement Agreement.

22 11. By this Judgment, Plaintiff and the State of California (acting through Plaintiff
23 as its deputized representative), and each PAGA Employee, will forever completely release and
24 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
25 Settlement Agreement.

26 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
27 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
28 an admission by or against Defendant or any of the other Released Parties of any fault,

wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.

13 The Court finds that the Settlement Amount of \$275,000 is fair, reasonable, and adequate and awards the payments set forth below from the Settlement Amount:

A) \$91,666.67 to Class Counsel for attorneys' fees in light of the benefit obtained on behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour Law Group, P.C.;

B) \$7,921.75 to Class Counsel for costs/expenses, which shall be awarded to Bokhour Law Group, P.C.;

C) \$10,000 to Class Representative Tomas Casillas as a Service Award;

D) \$8,750 to the Settlement Administrator, ILYM Group, Inc.;

E) A PAGA Award of \$5,000, consisting of \$3,750 to the LWDA and \$1,250 to PAGA Employees; and

F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. With the sole exception of employer-side taxes due on individual settlement payments to Participating Class Members (which Defendant will pay in addition to the Gross Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will pay for any reason in connection with the Settlement Agreement or this Order.

15. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date the Court enters a Judgement on its Order Granting Final Approval of the Settlement	The Effective Date occurs.
Within 180 days of the Effective Date	Defendant shall issue the final payment to the Settlement Administrator.
Within seven days after receipt of Payment	Settlement Administrator to issue all

	Individual Settlement Payments to the Participating Class Members, payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties.
180 days after payment is issued	Deadline for Class Members to cash checks.
TBD	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
TBD	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

15. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2024, the Superior Court of California for the County of San Diego entered Judgment in the case entitled *Casillas v. Premier Scaffold, Inc.*, Case No. 37-2022-00020690-CU-OE-CTL, on behalf of all current and former non-exempt employees employed by Defendant at any time during the period of May 31, 2018 to March 1, 2024 , pursuant to an approved settlement of disputed claims." In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,

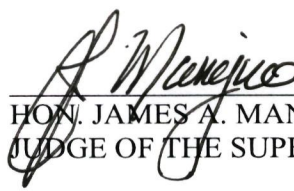
1 the Settlement Administrator shall arrange with Defendant to have those distributions delivered
2 to the employees at their place of employment.

3 16. The Class Members shall have 180 days from the date of issuance by the
4 Settlement Administrator to negotiate the settlement check. If a Class Member does not
5 negotiate his/her check within this time period, the check will be canceled. The value of the
6 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
7 a settlement check shall be issued to the State Controller's Office for the State of California in
8 the name of the Class Member.

9 17. This document shall constitute a Judgment for purposes of California Rule of
10 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
11 Class Representative, the Class Members, and Defendant for the purposes of supervising the
12 implementation, enforcement, construction, administration, and interpretation of the Settlement
13 Agreement and this Judgment.

14
15 **IT IS SO ORDERED.**

16
17 Dated: 11/22/24


HON. JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT