

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

SEP 10 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
HAIG HOGDANIAN (SBN 334699)  
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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

MICHAEL CARTER, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

DEKRA-LITE INDUSTRIES,  
INCORPORATED; a California corporation;  
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01276546-CU-OE-CXC

Assigned for All Purposes to:  
Honorable David A. Hoffer  
Department CX-103

**CLASS ACTION**

**~~[PROPOSED]~~ AMENDED ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT AND SETTING  
HEARING FOR FINAL APPROVAL OF  
SETTLEMENT**

**[Reservation Number: 74493984]**

**RELATED TO ROA NUMBER: 107**

Hearing Date: August 29, 2025  
Hearing Time: 10:00 a.m.  
Hearing Place: Department CX-103

Complaint Filed: August 22, 2022  
Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
2 the Honorable David A. Hoffer presiding, on August 29, 2025 at 10:00 a.m. The Court, having  
3 considered the papers submitted in support of the Motion for Preliminary Approval of Class Action  
4 Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Joint Stipulation  
6 of Class Action and PAGA Settlement and Amendment to the Joint Stipulation of Class Action  
7 and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"), and all terms  
8 defined therein shall have the same meaning in this Order as set forth in the Settlement. The  
9 Settlement Agreement is attached hereto as **Exhibit 1** and **Exhibit 2**. The Settlement is comprised  
10 of the Notice of Class Action and PAGA Settlement ("Class Notice") and Request for Exclusion  
11 Form ("Exclusion Form"). The Settlement Agreement is also attached as **Exhibit 2** and **Exhibit 3**  
12 to the Supplemental Declaration of Douglas Han that was filed on July 23, 2025 (ROA # 107).

13 2. It appears to the Court on a preliminary basis that the Settlement is fair,  
14 adequate, and reasonable. The Court recognizes the value of the monetary recovery provided to all  
15 Class Members and finds such recovery is fair, adequate, and reasonable when balanced against  
16 further litigation related to liability and damages issues. It appears that the Parties conducted  
17 significant investigation, discovery, and research such that the Parties' counsel can reasonably  
18 evaluate their respective positions at this time. It further appears to the Court that the Settlement,  
19 at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks and  
20 delay inherent in further prosecution of this case. It also appears that the Parties reached the  
21 Settlement as the result of intensive, serious, and non-collusive, arm's-length negotiations  
22 facilitated by an experienced and neutral mediator. The Court finds on a preliminary basis the  
23 Settlement appears to be within the range of reasonableness of a settlement that could be granted  
24 final approval by this Court. The Motion for Preliminary Approval of Class Action Settlement is  
25 hereby **GRANTED**.

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1           3.     The following persons are conditionally certified as “Class Members” or  
2 the “Class” for Settlement purposes only: all current and former hourly-paid or non-exempt  
3 employees employed by Defendant Dekra-Lite Industries, Incorporated (“Defendant”) or  
4 employed by the Staffing Agencies and assigned to work for Defendant within the State of  
5 California at any time between February 24, 2018 to October 25, 2024. The “Participating Class  
6 Members” means all Class Members who do not submit valid and timely requests to exclude  
7 themselves from the Settlement.

8           4.     The “Eligible Aggrieved Employees” means the allegedly aggrieved  
9 employees eligible to recover settlement funds from the Private Attorneys General Act of 2004  
10 (“PAGA”) Payment consist of all current and former hourly-paid or non-exempt employees  
11 employed by Defendant or employed by the Staffing Agencies and assigned to work for Defendant  
12 within the State of California at any time between May 29, 2023 to October 25, 2024.

13           5.     The Class satisfies the certification requirements of a class because the  
14 Class Members are readily ascertainable, and a well-defined community of interest exists in the  
15 questions of law and fact affecting the Parties.

16           6.     Plaintiff Michael Carter (“Plaintiff”) is appointed as the class  
17 representative.

18           7.     Justice Law Corporation is appointed as Class Counsel.

19           8.     The proposed notice plan is constitutionally sound and approved as the best  
20 notice practicable. The proposed Class Notice, attached hereto as **Exhibit A**, is sufficient to inform  
21 Class Members of the terms of the Settlement Agreement, their rights to receive monetary  
22 payments under the Settlement Agreement, and date and location of the Final Approval Hearing.  
23 In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of:  
24 (a) nature of the action, definition of the Class, identity of Class Counsel, and material terms of  
25 the Settlement; (b) Plaintiff’s and Class Counsel’s application for the Attorney Fee Award, Cost  
26 Award, and Class Representative Enhancement Payment; (c) formulas used to determine  
27 settlement payments; (d) Class Members’ right to appear through counsel if they desire; (e) how  
28 to object to or submit a request for exclusion from the Settlement; and (f) how to obtain additional

1 information regarding this case and the Settlement. The Court finds that the notice requirements  
2 of Rule of Court, rule 3.769, subdivision (f) are satisfied and that the Class Notice adequately  
3 advises Class Members of their rights under the Settlement. The Parties' counsel are authorized to  
4 correct any typographical errors in the Class Notice and make clarifications, to the extent the same  
5 are found or needed, so long as such corrections do not materially alter the substance of the Class  
6 Notice and other notice documents.

7           9.     The rights of any potential dissenters to the Settlement are adequately  
8 protected in that they may exclude themselves from the Settlement Agreement. To exclude  
9 themselves, dissenters must follow the procedures outlined in the Settlement Agreement and Class  
10 Notice. The Exclusion Form is attached hereto as **Exhibit B**. The Class Notice and Exclusion Form  
11 are known as the "Notice Packet".

12           10.    The Court preliminarily approves the settlement of claims under Labor  
13 Code section 2698 (PAGA) according to the terms and conditions in the Settlement Agreement.

14           11.    The Court finds that the notice of settlement that Plaintiff provided to the  
15 California Labor and Workforce Development Agency ("LWDA") satisfies the notice  
16 requirements of Labor Code section 2699(s)(2).

17           12.    CPT Group, Inc. is appointed to act as the Settlement Administrator. The  
18 Settlement Administrator is ordered to carry out the settlement according to the terms of the  
19 Agreement and in conformity with this Order, including disseminating the Notice Packet according  
20 to the notice plan described in the Agreement. The Notice Packet will be mailed in both English  
21 and Spanish.

22           13.    Within fourteen (14) calendar days after entry of the Preliminary Approval  
23 Order, Defendant shall deliver the Class Data to the Settlement Administrator. The Settlement  
24 Administrator will conduct a National Change of Address Database search for all Class Members  
25 to obtain the most up-to-date address information.

26           14.    Within fourteen (14) calendar days after receiving the Class Data, the  
27 Settlement Administrator will mail the Notice Packet to all identified Class Members via first-  
28 class regular U.S. Mail, using the most current mailing address information available.

1           15.     If a Notice Packet is returned because of an incorrect address, within ten  
2 (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will  
3 conduct a search for a more current address for the Class Member and remail the Notice Packet to  
4 the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the  
5 Class Member's current address. The Settlement Administrator will be responsible for taking  
6 reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is  
7 returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a  
8 minimum: (a) tracking of all undelivered mail; (b) performing address searches for all mail  
9 returned without a forwarding address; and (c) promptly remailing Notice Packets to Class  
10 Members for whom new addresses are found. If the Settlement Administrator is unable to locate a  
11 better address, the Notice Packet shall be remailed to the original address. Those Class Members  
12 who receive a remailed Notice Packet, whether by skip trace or forwarded mail, will have an  
13 additional ten (10) calendar days from the original Response Deadline to postmark an Exclusion  
14 Form or an objection to the Settlement. The Settlement Administrator shall mark on the envelope  
15 whether the Notice Packet is a remailed Notice Packet.

16           16.     The procedures and deadline for Class Members to request exclusion from  
17 or to object to the Settlement is adopted as described in the Settlement Agreement.

18           17.     As of the Effective Date and upon the fulfillment of Defendant's payment  
19 obligations, all Participating Class Members will be bound by a release of all claims and causes of  
20 action falling under the Released Claims occurring during the Class Period.

21           18.     As of the Effective Date and upon the fulfillment of Defendant's payment  
22 obligations, Plaintiff, on behalf of the LWDA, and Eligible Aggrieved Employees will be bound  
23 by a release of all claims and causes of action falling under the PAGA Released Claims occurring  
24 during the PAGA Period. The PAGA Released Claims is effective regardless of whether the  
25 Eligible Aggrieved Employee submits a valid and timely Exclusion Form.

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1           19.    The Released Parties include Defendant and its parents, shareholders,  
2 members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents  
3 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past,  
4 present, or future officers, directors, and employees), employees, stockholders, and staffing  
5 agencies, including Global Premier Staffing, LLC and Premier HR, Inc. (collectively referred to  
6 as the "Staffing Agencies").

7           20.    The Parties are ordered to carry out the settlement according to the terms of  
8 the Settlement. If the Settlement does not become final and effective, the fact the Parties were  
9 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on  
10 and shall not be admissible or used in any way in connection with the question of whether the  
11 Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

12           21.    To the extent permitted by law, pending a determination as to whether the  
13 Settlement should be finally approved, Participating Class Members, whether directly,  
14 representatively, or in any other capacity, whether or not such persons have appeared in this case,  
15 shall not institute or prosecute any of the released claims against the Released Parties.

16           22.    Pending further orders of this Court, all proceedings in this matter, except  
17 those contemplated in this Order and Settlement Agreement, are stayed.

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23. The proposed dates for future events contemplated herein and under the Settlement Agreement are set forth below:

|    |                                                                                                                                                                          |                                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| a. | Deadline for Defendant to deliver Class Data to Settlement Administrator                                                                                                 | Within fourteen (14) calendar days after entry of the Preliminary Approval Order                              |
| b. | Deadline for Settlement Administrator to mail the Notice Packet to Class Members                                                                                         | Within fourteen (14) calendar days after receiving the Class Data                                             |
| c. | Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator                                  | Within sixty (60) calendar days from the initial mailing of the Notice Packet                                 |
| d. | Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets | Within an additional ten (10) calendar days from the original Response Deadline                               |
| e. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment                 | Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005 |
| f. | Final Approval Hearing                                                                                                                                                   | January 26, 2026 at 1:30pm in Department CX-103                                                               |

IT IS SO ORDERED.

Dated: 9/10/25

By: David A. Hoffer  
Honorable David A. Hoffer  
Judge of the Superior Court

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On September 12, 2025, I served the foregoing document described as

**AMENDED ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT  
AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT**

for the following case: **Carter v. Dekra-Lite Industries, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: CM- 1076053-25**  
**Court Case No.: 30-2022-01276546-CU-OE-CXC**  
**Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 12, 2025, at Pasadena, California.



Christina Castro