

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
Anwar D. Burton, CA Bar No. 253504
anwar@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHARLIE HEAR, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

INTERNATIONAL PAVING SERVICES,
INC., a California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CIVSB2133787

Assigned to the Hon. Jessica Morgan

CLASS ACTION

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

HEARING INFO

Date: August 9, 2024

Time: 8:30 a.m.

Dept.: S26

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

AUG 09 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

1 On August 9, 2024, the Honorable Jessica Morgan considered Plaintiff Charlie Hear's
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the
3 Declarations of Mehrdad Bokhour, Joshua Falakassa and Charlie Hear in Support of Plaintiff's
4 Motion, the Class Action and PAGA Settlement Agreement ("Settlement Agreement" and/or
5 "Settlement"), and Notice of Class Action Settlement ("Class Notice") and any other documents
6 submitted in support of Plaintiff's Motion.

7 Having considered Plaintiff's Motion, the accompanying declarations in support thereof, and
8 all supporting legal authorities and documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 attached as **Exhibit "A"** to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. For settlement purpose only, the Court certifies the following Settlement Class: All
14 current and former non-exempt employees employed by Defendant in California at any time from
15 December 8, 2017 through March 20, 2024.

16 3. The Court preliminarily appoints the named Plaintiff, Charlie Hear as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq.
18 of Falakassa Law P.C., as Class Counsel.

19 4. The Court hereby preliminarily approves the proposed class action settlement and
20 settlement of PAGA claims upon the terms and conditions set forth in the Settlement Agreement.
21 The Court finds that on a preliminary basis that the Settlement appears to be within the range of
22 reasonableness of settlement that could ultimately be given final approval by the Court. It appears to
23 the Court on a preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all
24 potential Settlement Class Members when balanced against the probable outcome of further litigation
25 relating to liability and damages issues. It further appears that extensive and costly investigation and
26 research has been conducted such that counsel for the Parties at this time are reasonably able to
27 evaluate their respective positions. It further appears to the Court that the Settlement at this time will
28 avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented

1 by the further prosecution of the Action. It further appears that the Settlement has been reached as
2 the result of intensive, non-collusive, arms-length negotiations utilizing an experienced mediator.

3 5. The Court approves, as to form and content, the proposed Notice attached hereto
4 **Exhibit "A"**.

5 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
6 Class members by no later than _____. The Court finds that the dissemination of the
7 Notice Packet set forth in the Settlement Agreement complies with the requirements of due process
8 of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the gross
10 Settlement Amount of \$975,000, which is inclusive of payment of Attorneys' Fees not to exceed
11 \$325,000 which is approximately 33.33% of the Settlement Amount, Costs not to exceed \$25,000,
12 Service Award not to exceed \$10,000 to Plaintiff, PAGA civil penalties of \$50,000 (of which 75%
13 or \$37,500 will be paid to the Labor and Workforce Development Agency and 25% or \$12,500 will
14 be paid to Participating Class Members) and Settlement Administration Costs not to exceed \$10,000.
15 Defendant shall receive credit for approximately \$300,000 previously paid to some Settlement Class
16 Members as a result of individual settlement agreement that Defendant entered into with those
17 Settlement Class Members before mediation, pursuant to a "*Pick Up Stix Campaign*" pursuant to
18 *Chindarah v. Pick Up Stix, Inc.* (2009) 179 Cal.App.4th 796. Defendant shall pay the employer's
19 share of payroll taxes on the portion of the Settlement Amount payable to Participating Class
20 Members as wages, in addition to the Settlement Amount.

21 8. The Court confirms CPT Group, Inc. as the Settlement Administrator, and payment of
22 Settlement Administration Costs, not to exceed \$10,000.00, out of the Settlement Amount for services
23 to be rendered by CPT Group on behalf of the Settlement Class. The Settlement Administrator shall
24 prepare and submit to Class Counsel and Defendant's counsel a declaration attesting to the
25 completion of the notice process as set forth in the Settlement Agreement, including an explanation
26 of efforts to resend any Notice Packet returned undeliverable and the total number of opt-outs and
27 objections received before and after the deadline.

28

1 9. The Court directs Defendant to provide the Settlement Administrator with the “Class
2 Data” for Class Members providing the following information: (1) full names; (2) last known
3 addresses and telephone numbers; (3) the number of Workweeks (as defined in the Settlement
4 Agreement) as non-exempt employees of Defendant in California during the Class and PAGA
5 Periods; (4) Social Security numbers, and (5) any settlement amount previously paid to a Class
6 Member as the result of an individual settlement agreement in the *Pick Up Stix* Campaign. Defendant
7 shall provide the “Class Data” as referenced herein to the Settlement Administrator as set forth in the
8 Settlement Agreement, including within 21 days of service of the notice of entry of the this Order.

9 10. The Settlement Administrator shall use the National Change of Address database (U.S.
10 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
11 first class U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein.

12 11. The deadline by which Settlement Class Members may dispute the number of
13 Workweeks worked or opt-out of the Settlement Class shall be forty-five (45) days from the date of
14 mailing of the Notice Packet. Any Settlement Class Member who desires to be excluded from the
15 Settlement must timely mail his or her written request for exclusion in accordance with the Notice
16 Packet. All such persons who properly and timely exclude themselves from the Settlement shall not
17 be class participants and shall have no rights with respect to the Settlement, no interest in the
18 Settlement proceeds, and no standing to object to the proposed Settlement.

19 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
20 five (45) days from the date of mailing of the Notice Packet. Any Settlement Class Member who
21 wishes to object to the Settlement must mail a written objection on the Settlement Administrator, who
22 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
23 lodge a copy of the objection with the Court. The objection must set forth, in a clear and concise
24 manner, the factual and legal basis for the objection. Any Settlement Class Member who fails to
25 make his or her objection in the manner provided for in this Order shall be deemed to have waived
26 such objection and shall forever be foreclosed from making any objection to or appeal of the fairness,
27 reasonableness, or adequacy of the Settlement as incorporated in the Settlement Agreement, or to the
28 award of Attorneys’ Fees and Costs, or Service Award to the Class Representatives.

13. All papers filed in support of Final Approval, including supporting documents for Attorneys' Fees and Costs shall be filed 16 court days before Final Approval hearing.

14. Class Counsel and Counsel for Defendant shall file any responses to any written objections submitted to the Court in accordance with the time frame set forth in the Settlement Agreement.

15. A final approval hearing shall be held with the Court on _____ at _____ a.m./p.m. in Department "S26" at 247 West Third Street, San Bernardino, California 92415 to 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 Class Counsel; (3) the amount of the Service Awards to the Class Representatives; and (4) other matters concerning final approval, including the disposition of any unpaid amounts to the agreed upon *cy pres* beneficiary

16. An implementation schedule is below:

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	[21 calendar days after service of notice of entry of Order granting Preliminary Approval]
Settlement Administrator to mail the Notice Packet to the Settlement Class no later than:	[14 calendar days after receipt of Class Data]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	[45 calendar days after the date of mailing of the Class Notice]
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	[16 court days before the hearing on Motion for Final Approval of Settlement]
Hearing on Motion for Final Approval of Settlement	_____

If any of the dates in this implementation schedule falls on a weekend, legal or court holiday, the time to act shall be extended to the next business day.

1 17. Pending the Final Approval hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

4 18. In the event the Settlement does not become effective in accordance with the terms of
5 the Settlement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
6 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
7 Parties shall revert to their respective positions as of the commencement of the Action. The Parties
8 will be free to assert any claim or defense that could have been asserted at the outset of the Action.

9
10 **IT IS SO ORDERED.**

11
12 DATED: 8/9, 2024



THE HONORABLE JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT