

1 **BOKHOUR LAW GROUP, P.C.**
 Mehrdad Bokhour, Esq. (CA Bar No. 285256)
 2 *mehrdad@bokhourlaw.com*
 3 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 4 Tel: (310) 975-1493; Fax: (310) 675-0861

FILED
 KERN COUNTY SUPERIOR COURT
 12/21/2023
 BY Urena, Veronica
 DEPUTY

5 **THE FINKEL FIRM**
 Jake D. Finkel, Esq. (CA Bar No. 293954)
 6 *jake@lawfinkel.com*
 7 3470 Wilshire Blvd, Suite 830
 Los Angeles, California 90010
 8 Tel: (213) 787-7411; Fax: (323) 916-0521

9 Attorneys for Plaintiffs and the Putative Class

10 Additional counsel on the following page

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF KERN**

13 DENNIS LEONEL SOBALVARRO on behalf
 14 of herself and all others similarly situated,

CASE NO.: BCV-21-100813

Assigned to the Hon. David Zulfa

15 Plaintiff,

16 v.

**~~PROPOSED~~ ORDER GRANTING
 FINAL APPROVING OF CLASS
 ACTION SETTLEMENT AND FINAL
 JUDGEMENT**

17 PRC-DESOTO INTERNATIONAL, a
 California Corporation; and DOES 1-50,
 18 inclusive.

HEARING INFO

19 Defendants.

Date: December 18, 2023

Time: 8:30 a.m.

Dept.: Division J

1 Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
2 Shalom "Christine" Choo (State Bar No. 339947)
christine@diversitylaw.com
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
5 (213) 488-6555
6 (213) 488-6554 facsimile

7 William L. Marder (SBN 170131)
bill@polarislawgroup.com
8 **POLARIS LAW GROUP**
501 San Benito Street, Suite 200
9 Hollister, CA 95023
Telephone: (831) 531-4214
10 Facsimile: (831) 634-0333

11 Edward W. Choi, Esq. SBN 211334
12 **LAW OFFICES OF CHOI & ASSOCIATES**
515 S. Figueroa St., Suite 1250
13 Los Angeles, CA 90071
Telephone: (213) 381-1515
14 Facsimile: (213) 465-4885
15 Email: edward.choi@choiandassociates.com

16 Attorneys for Plaintiffs and the Putative Class
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter having come for hearing on December 18, 2023, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement (the “Settlement”). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 **GRANTS** final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning given as those terms are used
11 and/or defined in the parties’ Settlement Agreement and Plaintiff’s Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: all persons who performed work in any non-exempt position for Defendant
19 in California at any time during the Class Period,” which is the period from April 12, 2017, through
20 May 20, 2023.

21 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
22 California Rules of Court, and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 839 class members exists and a well-
24 defined community of interest exists on the questions of law and fact involved because in the context
25 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of
26 the Plaintiffs are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
27 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
28 and protected the interest of the Class Members.

1 6. The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement
2 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
3 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
4 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
6 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
7 Settlement. Sufficient period of time to respond and to act were provided by each of these procedures.
8 No Class Members filed written objection to the Settlement as part of this notice process, and no
9 Class Members filed a written statement of intention to appear at the Final Approval and Fairness
10 Hearing, and only one individual submitted a request for exclusion. This individual will not be bound
11 by the Settlement and will not receive any portion of the Net Settlement Amount.

12 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
13 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
14 compliant with all applicable requirements of the California Code of Civil Procedure, the California
15 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
16 and any other applicable law, and in the best interests of each of the Parties and Class Members.

17 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 839 Participating Class Members.

19 9. The Court finds that the Settlement Agreement has been reached as a result of
20 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
21 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
22 their respective positions.

23 10. The Court also finds that the Settlement now will avoid additional and potentially
24 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the
25 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
26 light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured
27 significant relief for Class Members.

28

1 11. Neither the Settlement nor any of the terms set forth in the Settlement is an admission
2 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of
3 any claims in the Actions or of any wrongdoing by Defendant, or any of the other Released Parties.
4 Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to
5 carry out the Settlement, may be construed as, or may be used as, an admission by or against
6 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
7 entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto,
8 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with
9 regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be
10 offered in evidence in any action or proceeding in any court, administrative agency or other tribunal
11 for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement,
12 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of
13 the Released Parties may file in the Actions, or submit in any other proceeding, the Final Order, the
14 Settlement, and any other papers and records on file in the Actions as evidence of the Settlement to
15 support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue
16 preclusion or similar defense as to the Released Class Claims and Released PAGA claims.

17 12. The Court appoints Plaintiffs Denis Leonel Sobalvarro and Arturo Parra-Marquez as
18 Class Representatives and finds them to be adequate.

19 13. The Court appoints Mehrdad Bokhour of Bokhour Law Group, P.C., Jake Finkel of
20 The Finkel Firm and Larry Lee of Diversity Law Group, P.C. as Class Counsel and finds each of
21 them to be adequate, experienced, and well-versed in class action litigation.

22 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
23 \$1,885,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
24 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
25 Settlement Agreement, subject to this order.

26 15. The Court approves the following allocations, which fall within the ranges stipulated
27 by and through the Settlement Agreement:

28 A. The Court awards \$13,500.00 to CPT Group, Inc., the Settlement

1 Administrator, and finds this amount to be fair and reasonable. The Court
2 grants final approval of it and orders the Parties to make the payment to the
3 Settlement Administrator in accordance with the Agreement.

4 B. The Court awards \$659,750.00 to Class Counsel as attorneys' fees and finds
5 this amount to be fair and reasonable in light of the benefit obtained for the
6 Class. The Court grants final approval of, awards, and orders the Class
7 Counsel fees payment to be made in accordance with the Settlement
8 Agreement.

9 C. The Court awards \$14,395.47 to the Class Counsel in litigation costs, an
10 amount which the Court finds to be reflective of the reasonable costs incurred.
11 The Court grants final approval of and orders the Class Counsel litigation
12 expenses payment in this amount to be made in accordance with the
13 Settlement Agreement.

14 D. The Court awards \$10,000 to each named class representative as payment
15 requested by Plaintiffs and finds this amount to be fair and reasonable. The
16 Court grants final approval of and orders the class representative payment to
17 be made in accordance with the Settlement Agreement.

18 E. The Court approves the \$25,000 allocation for penalties under the Labor Code
19 Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$18,750)
20 to be paid to the California Labor and Workforce Development Agency in
21 accordance with the terms of the Settlement Agreement and the remainder to
22 the Class.

23 16. The Court orders the Parties to comply with and carry out all terms and provisions of
24 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
25 the provisions of this order shall take precedence and supersede the Settlement.

26 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
27 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
28 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

1 18. All 839 Participating Class Members shall be bound by the Settlement and this order,
2 including the release of claims as set forth in the Settlement Agreement.

3 19. The Parties shall bear their own respective attorneys' fees and costs except as
4 otherwise provided in this order and the Settlement Agreement.

5 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
6 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
7 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property
8 Fund in the name of the Class Member.

9 21. Within 10 days of this order, the Settlement Administrator shall give notice of
10 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
11 posting a copy of this order and final judgment on its website.

12 22. The Court retains continuing jurisdiction over the Actions and the Settlement,
13 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
14 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
15 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

16 23. Plaintiffs shall file with the Court a report regarding the status of distribution five court
17 days before the compliance hearing which is set for December 18, 2024, at 8:30 a.m.

18 24. Plaintiffs shall file a Notice of Entry of Judgment. This final judgment is intended to
19 be a final disposition of the above-captioned action and the *Parra-Marquez v. PRC-Desoto*
20 *International Inc.*, Case No. BCV-22-100704 in their entirety and is intended to be immediately
21 appealable. This final judgment resolves and extinguishes all claims released by the Settlement
22 against Defendant and the Released Parties as set forth in the Agreement.

23
24
25
26
27
28

IT IS SO ORDERED.

DATED: December 21, 2023



HONORABLE DAVID ZULFA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

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 eighteen years and not a party to this action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On December 19, 2023, I served the following document(s) described as **[PROPOSED] ORDER GRANTING FINAL APPROVING OF CLASS ACTION SETTLEMENT AND FINAL JUDGEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

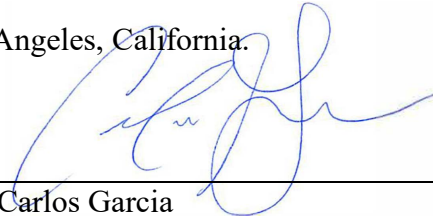
Laurn Manso, Esq.
lmanso@littler.com
Shiva Shirazi Davoudian
SDavoudian@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067

*Attorneys for Defendant
PRC-DESOTO INTERNATIONAL, INC.*

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on December 19, 2023, in Los Angeles, California.



Carlos Garcia