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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,

15 Plaintiff,

16 v.

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

19 Defendants.

CASE NO.: BCV-21-100813

*Assigned to the Hon. David Zulfa*

**~~PROPOSED~~ ORDER GRANTING  
 PRELIMINARY APPROVAL OF  
 CLASS ACTION SETTLEMENT**

**HEARING INFO**

Date: July 7, 2023

Time: 8:30 a.m.

Dept.: Division J

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1 On July 7, 2023, the Honorable David Zulfa considered Plaintiffs Denis Leonel Sobalvarro  
2 and Arturo Parra-Marquez (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement  
3 (“Plaintiff’s Motion”), the Declarations of Mehrdad Bokhour and Larry Lee in Support of Plaintiffs’  
4 Motion, the Class Action and PAGA Settlement Agreement (“Agreement”), and the Notice of Class  
5 Action Settlement (“Class Notice”) and any other documents submitted in support of Plaintiffs’  
6 Motion. Having considered Plaintiffs’ Motion, the accompanying declarations in support thereof, and  
7 all supporting legal authorities and documents, the Court ordered as follows:

8 **IT IS HEREBY ORDERED THAT:**

9 1. This Order incorporated by reference the definitions in the Agreement, attached as  
10 Exhibit “A” to the Declaration of Mehrdad Bokhour, and all terms defined therein shall have the same  
11 meaning in this Order as set forth in the Agreement.

12 2. For settlement purpose only, the Court certifies the following Settlement Class: all  
13 persons who were employed by Defendant in California in non-exempt, hourly paid positions at any  
14 time during the Class Period (April 12, 2017, to May 31, 2023).

15 3. The Court preliminarily appoints the named Plaintiffs Denis Leonel Sobalvarro and  
16 Arturo Parra-Marquez as the Class Representatives and Mehrdad Bokhour of Bokhour Law Group,  
17 P.C., Jake Finkel of The Finkel Firm and Larry Lee of Diversity Law Group, P.C. as Class Counsel.

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

1 utilizing an experienced mediator.

2 5. The Court approves, as to form and content, the proposed Class Notice attached as  
3 Exhibit “A” to the Settlement Agreement.

4 6. The Court directs the mailing of the Class Notice by first-class mail to the Class  
5 Members pursuant to the terms of the Agreement. The Court finds that the dissemination of the Class  
6 Notice set forth in the Agreement complies with the requirements of due process of law and appears  
7 to be the best notice practicable under the circumstances.

8 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
9 Settlement Amount of \$1,885,000, which is inclusive of the payment of the Class Counsel Fees  
10 Payment not to exceed \$659,750 the Class Counsel Litigation Expenses Payment not to exceed  
11 \$20,000, the Class Representative Service Payment not to exceed \$10,000 to each named Plaintiff,  
12 PAGA penalties of \$25,000.00 (of which 75% or \$18,750.00 will be paid to the LWDA and 25% or  
13 \$6,250 will be paid to Aggrieved Employees); and the Administration Expenses Payment not to  
14 exceed \$12,000. Defendant shall pay the employer’s share of payroll taxes on the portion of the  
15 Gross Settlement Amount payable to Settlement Class Members as wages, separately, and in addition  
16 to the Gross Settlement Amount.

17 8. The Court confirms CPT Group, Inc. as the Settlement Administrator, and payment of  
18 the Administration Expenses Payment, not to exceed \$12,000 out of the Gross Settlement Amount  
19 for services to be rendered by CPT Group, Inc. on behalf of the Class. The Settlement Administrator  
20 shall prepare and submit to Class Counsel and Defendant’s Counsel a declaration attesting to the  
21 completion of the notice process as set forth in the Agreement, including an explanation of efforts to  
22 resend any Class Notice returned as undeliverable and the total number of opt-outs and objections  
23 received before and after the deadline.

24 9. The Court directs Defendant to provide the Settlement Administrator with the “Class  
25 Data” for Class Members providing the following information: (1) full names; (2) last known  
26 addresses; (3) Social Security numbers; (4) telephone numbers; and (5) the dates of employment  
27 and/or total Workweeks during the Class Period for each Class Member. Defendant shall provide the  
28 “Class Data” as referenced herein to the Settlement Administrator within fourteen (14) days after

1 entry of the Preliminary Approval Order.

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

5 11. The deadline by which Class Members may dispute the number of Workweeks, opt-  
6 out or object shall be forty-five (45) days from the date of mailing of the Class Notice. Any Class  
7 Member who desires to be excluded from the Settlement must timely mail or fax his or her written  
8 Request for Exclusion in accordance with the Class Notice. All such persons who properly and timely  
9 exclude themselves from the Settlement shall not be Settlement Class Members and shall have no  
10 rights with respect to the Settlement, no interest in the Settlement proceeds, and no standing to object  
11 to the proposed Settlement.

12 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-  
13 five (45) days from the date of mailing of the Class Notice. Any Class Member who wishes to object  
14 to the Settlement must serve a written objection on the Settlement Administrator, who will email a  
15 copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge a copy  
16 of the objection with the Court. The objection must set forth, in a clear and concise manner, the  
17 factual and legal basis for the objection. Any Class Member who fails to make his or her objection  
18 in the manner provided for in the Class Notice and this Order shall be deemed to have waived such  
19 objection and shall forever be foreclosed from making any objection to or appeal of the fairness,  
20 reasonableness or adequacy of the Settlement as incorporated in the Agreement, or to the award of  
21 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, , or the Class  
22 Representative Service Payment to the Class Representative.

23 13. All papers filed in support of Final Approval, including supporting documents for  
24 attorneys' fees and costs shall be filed by **December 8, 2023**

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

27 15. A final approval hearing shall be held with the Court on **December 18, 2023**, at **8:30**  
28 a.m./p.m., in Division "J" at ~~1415~~ **1215** Truxtun Avenue, Bakersfield, California 90330 to determine (1)

1 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by  
2 the Court; (2) the amount of Class Counsel Fees Payment and Class Counsel Litigation Expenses  
3 Payment to award Class Counsel; and (3) the amount of the Class Representative Service Payment to  
4 the Class Representative.

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

10 **IT IS SO ORDERED.**

11  
12 DATED: July 20, 2023

  
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HONORABLE DAVID ZULFA

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