

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

SEP 22 2025

BY 
LILIANA MARISCAL, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CARLOS A. VAZQUEZ FIERROS, an
individual, on behalf of himself, the State of
California, as a private attorney general, and on
behalf of all others similarly situated,

Plaintiffs,

v.

RGH ENTERPRISES, LLC, an Ohio Limited
Liability Corporation doing business as HHI
Enterprises, LLC; and DOES 1 TO 50,

Defendants.

CASE NO.: CIVSB2320906

(Consolidated Case No. CIVSB2322845)

Assigned to the Hon. Jeffrey R. Erickson

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION OF
THE CLASS NOTICE ; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement (the "Settlement
2 Agreement") between Plaintiffs Carlos A. Vasquez Fierros and Imelda Parra Corona and
3 Defendant RGH Enterprises, LLC (collectively, the "Parties"), as well as the Memorandum of
4 Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class
5 Action Settlement, the documents submitted in support of the motion, and all supporting legal
6 authorities and documents, IT IS HEREBY ORDERED:

7 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
8 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
9 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
10 hearing. The Gross Settlement Amount is One Million Three Hundred Thousand Dollars
11 (\$1,300,000) and the settlement appears to be fair, adequate, and reasonable to the Class. Based
12 on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result
13 of arms-length negotiations conducted after the Parties adequately investigated and became
14 familiar with the strengths and weaknesses of the claims. The assistance of an experienced
15 mediator in the Settlement process supports the Court's conclusion that the Settlement is non-
16 collusive.

17 2. This Order incorporates by reference the definitions in the Agreement, and all
18 terms not otherwise defined in this Order shall have the same meaning as set forth in the
19 Agreement.

20 3. The Agreement specifies an attorneys' fees award not to exceed one-third of the
21 Gross Settlement Amount, or \$433,333.33, an award of litigation expenses incurred, not to
22 exceed Thirty Thousand Dollars (\$30,000), and proposed Class Representative Service Payments
23 to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court
24 will not approve the amount of attorneys' fees and litigation expenses, nor the amount of any
25 service payments, until the Final Approval Hearing. Plaintiffs will be required to present
26 evidence supporting these requests prior to final approval

27 4. For settlement purposes only, the Court finds that the proposed Class is
28 sufficiently numerous, ascertainable, and that there is a sufficiently defined community of

1 interest among the Class Members in questions of law and fact. The Court, therefore,
2 conditionally certifies the following Class for settlement purposes only:

3 "All individuals who are or were employed by RGH Enterprises,
4 LLC in California as non-exempt employees at any time during the
5 Class Period of December 18, 2020 through April 11, 2025."

6 5. As set forth in the Settlement Agreement, Aggrieved Employees include: "all
7 individuals who are or were employed by RGH Enterprises, LLC in California as non-exempt
8 employees at any time during the PAGA Period," which is August 31, 2022 through April 11,
9 2025.

10 6. The class action settlement set forth in the Settlement Agreement between
11 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the
12 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
13 to any objections that may be raised at the Final Approval Hearing.

14 7. For settlement purposes only, the Court appoints Plaintiffs Carlos A. Vasquez
15 Fierros and Imelda Parra Corona as Class Representatives, and further appoints the following
16 Class Counsel: (1) Michael Nourmand and James A. De Sario of The Nourmand Law Firm,
17 APC; (2) Mehrdad Bokhour of Bokhour Law Group, P.C., and (3) Michelle Eshaghian Bokhour
18 of Eshaghian Law, P.C.

19 8. The Court approves ILYM Group to act as the Settlement Administrator.

20 9. The Court approves, as to form and content, the Class Notice and finds that the
21 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
22 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
23 proposed settlement terms and of their options, including: (1) the nature of the action, the
24 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
25 (2) Named Plaintiffs' and Class Counsel's applications for the Class Representative Service
26 Payments, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to
27 determine the Class Member's estimated Individual Class Payment; (4) Class Members' rights to
28 appear through counsel of their own choosing and at their own cost, if they desire; (5) how to

1 object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6)
2 how to obtain additional information regarding the action and the Settlement. Counsel for the
3 Parties are authorized to correct any typographical errors in settlement and make clarifications, to
4 the extent the same are found or needed, so long as such corrections do not materially alter the
5 substance of the documents.

6 10. The Court approves the procedure for Class Members to participate in, request
7 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
8 and the Class Notice.

9 11. The Court finds that the deadlines and method set forth in the Settlement
10 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
11 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
12 entitled to notice, and otherwise satisfy the requirements of California law and due process.

13 12. The Court directs the Settlement Administrator to perform address verification
14 measures and mail the Class Notice by first class mail to the Class Members not later than 35
15 days after the Order Granting Preliminary Approval is issued and to otherwise carry out the
16 Settlement according to the terms of the Settlement Agreement and in conformity with this
17 Order, including posting the case documents on its website. The Parties are also ordered to carry
18 out the Settlement according to the terms of the Settlement Agreement.

19 13. All Class Members shall be deemed to participate in the Settlement, although any
20 Class Member who wishes to comment on or object to the Settlement or who elects not to
21 participate in the Settlement has until 45 days after the mailing of the Class Notice to submit his
22 or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class
23 Notice.

24 14. The Court approves the handling of unclaimed funds set forth in the Settlement
25 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
26 result of a failure to timely cash a settlement check shall be issued to the State Controller's
27 Office in the name of the Class Member, as set forth in the Settlement Agreement.

28 15. The following dates shall govern for purposes of this settlement:

1	Date: <u>September 3</u> , 2025	Preliminary Approval Date (PA)
2		
3	35 days after PA	Deadline for the Settlement Administrator to complete the first mailing of the Notice Packet to all Settlement Class Members.
4		
5	45 days after mailing Class Notice	Deadline for Class Members to submit Requests for Exclusion, Objections and Workweek Disputes to the Settlement Administrator.
6		
7	16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
8		
9	9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
10		
11	5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
12		
13	Date: <u>JANUARY 13</u> , 2025	
14	Time: 8:30 a.m.	Final Approval Hearing.
15		

16. A final approval hearing shall be held in this Court 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 Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representatives.

17. Counsel for the Plaintiffs shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representatives' Service Payments, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court, unless otherwise specified by the Court above.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as defined in the Settlement Agreement) of any fault, wrongdoing or liability

1 whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
3 of, an admission or concession with regard to the denials or defenses by Defendant or any of the
4 other Released Parties and shall not be offered in evidence in any action or proceeding against
5 Defendant or any of the Released Parties in any court, administrative agency or other tribunal for
6 any purpose whatsoever other than to enforce the provisions of this Order, the Settlement
7 Agreement, or any related agreement or release.

8 19. The Court may, for good cause shown, extend any of the deadlines set forth in
9 this Order.

10 20. In the event that the Settlement Agreement does not receive final approval or the
11 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
12 shall be vacated.

13 21. Pending the Final Approval hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed.

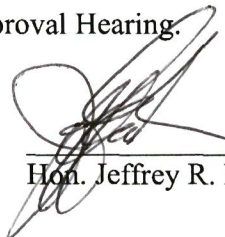
16 22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
17 in connection with the administration of the Settlement which are not materially inconsistent
18 with either this Order or the terms of the Settlement.

19 23. Plaintiffs are hereby ordered to give notice of the Settlement to the California
20 Labor and Workforce Development Agency, as required by PAGA.

21 24. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Agreement without further notice to Class Members
23 and retains jurisdiction to consider all further applications arising out of or connected with the
24 proposed Settlement.

25 25. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
26 further orders of the Court at the Final Approval Hearing.

27
28 Date: SEP 22 2025


Jeffrey R. Erickson
Hon. Jeffrey R. Erickson