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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JOEY R. LOPEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ASPHALT PROFESSINALS, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 2024CUOE023659

CLASS ACTION

Assigned to Hon. Charmaine H. Buehner

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

1 Having considered Plaintiff Joey R. Lopez’s (“Plaintiff”) Motion for Preliminary Approval
2 of Class Action Settlement (“Plaintiff’s Motion”), the Declarations of Mehrdad Bokhour, Jonathan
3 Melmed, Joey R. Lopez and the Class Action Settlement Agreement (“Settlement Agreement” and/or
4 “Settlement”), and the Notice of Proposed Class Action Settlement (“Notice Packet”) and any other
5 documents submitted in support of Plaintiff’s Motion.

6 Having considered Plaintiff’s 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 incorporates by reference the definitions in the Settlement Agreement,
10 attached as Exhibit “A” to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
11 have the same meaning in this Order as set forth in the Settlement Agreement.

12 2. For settlement purposes only, the Court conditionally certifies the following
13 Settlement Class: all individuals who were employed by Defendant as a non-exempt, hourly
14 employee in California at any time during the Class Period (*i.e.*, April 15, 2020, and January 31,
15 2026).

16 3. The Court preliminarily appoints the named Plaintiff, Joey R. Lopez, as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and Jonathan Melmed,
18 Esq. of Melmed Law Group PC, as Class Counsel.

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

1 appears that the Settlement has been reached as a result of intensive, non-collusive, arm's-length
2 negotiations conducted with an experienced mediator.

3 5. The Court approves, as to form and content, the proposed Notice Packet attached as
4 Exhibit “B” to the Bokhour Declaration.

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

10 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
11 exceed Gross Settlement Amount of \$613,925, which is inclusive of the payment of attorneys’ fees
12 not to exceed \$204,641.67, costs not to exceed \$30,000, a Class Representative Service Payment not
13 to exceed \$12,000 to the named Plaintiff, and Settlement Administration Costs not to exceed \$6,000.
14 Defendant shall separately pay its share of payroll taxes on the portion of the Individual Settlement
15 Amounts to Participating Class Members that are allocated as wages subject to withholdings.

16 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
17 not to exceed \$6,000 out of the Settlement Amount for services to be rendered on behalf of the Class
18 Members. The Settlement Administrator shall prepare and submit to Class Counsel and Defendant’s
19 Counsel a declaration attesting to the completion of the notice process as set forth in the Settlement
20 Agreement, including an explanation of efforts to resend any Notice Packet returned as undeliverable
21 and the total number of opt-outs and objections received before and after the deadline.

22 9. The Court directs Defendant to work diligently and in good faith to compile from its
23 records and provide the Settlement Administrator with the “Class Data” – as defined in the Settlement
24 Agreement – for Settlement Class Members, in a format to be provided by the Settlement
25 Administrator, which will consist of the following information: (1) the Class Members’ full names;
26 (2) last known addresses; (3) Social Security Numbers; (4) telephone numbers; and (5) dates of
27 employment and/or number of Workweeks Worked as non-exempt employees of Defendant in
28

1 California during the Class Period. Defendant shall provide the “Class Data” as referenced herein to
2 the Settlement Administrator within fourteen (14) days after entry of the Preliminary Approval Order.

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

6 11. The deadline by which Class Members may dispute the number of Workweeks
7 Worked, request exclusion from the Settlement Class, or object shall be forty-five (45) calendar days
8 from the date of mailing of the Notice Packet. Any Class Member who desires to be excluded from
9 the Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail,
10 fax, or email, in accordance with the instructions in the Notice Packet and postmarked, transmitted,
11 or emailed no later than the Response Deadline. Requests for Exclusion must include the full name,
12 address, telephone number, last four digits of the Social Security number or date of birth, and
13 signature of the Settlement Class Member requesting exclusion. All such persons who properly and
14 timely exclude themselves from the Settlement shall not be Settlement Class Members and shall have
15 no rights with respect to the Settlement, no interest in the Settlement proceeds, and no standing to
16 object to the proposed Settlement.

17 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
18 five (45) calendar days from the date of mailing of the Notice Packet. Any Class Member who wishes
19 to object to the Settlement must serve a timely written objection on the Settlement Administrator,
20 who will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel
21 will submit a copy of the objection to the Court. Any such objection shall include the full name,
22 address, telephone number, last four digits of the social security number or date of birth, signature of
23 the Objecting Settlement Class Member, and the basis for the objection, including any legal support
24 and each specific reason in support of the objection, as well as any documentation or evidence in
25 support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name
26 and address of his or her counsel. Any Class Member who fails to make his or her objection in the
27 manner provided for in this Order shall be deemed to have waived such objection and shall forever
28 be foreclosed from making any objection to or appeal of the fairness, reasonableness or adequacy of

the Settlement as incorporated in the Settlement Agreement, or to the award of Attorneys' Fees and Costs, or Service Award to the Class Representative.

13. Any Settlement Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Participating Class Member and will be entitled to receive an Individual Settlement Amount based upon the allocation formula described in the Settlement Agreement.

14. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a Participating Class Member's failure to timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the State of California Unclaimed Property Fund, as set forth in the Settlement Agreement.

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

TBD	Preliminary Approval (PA) hearing
<i>(within 14 days after notice of entry of Order Granting Preliminary Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
<i>(within 15 days after receipt of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
<i>(45 calendar days after mailing Notice Packet)</i>	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and Service Payment.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement or filing any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
TBD	Final Approval Hearing

16. A final approval hearing shall be held in this Court on January 13, 2027 at 1:30 p.m. am/pm 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

1 award to Class Counsel; and (3) the amount of service award to the Class Representative. The Court
2 may continue or adjourn the final approval hearing without further notice to the Class Members.

3 17. The Court may, for good cause shown, extend any of the deadlines set forth in this
4 Order without further notice to Class Members. In the event that the Settlement does not receive final
5 approval, or the Effective Date of the Settlement does not occur, for any reason, this Order, the
6 Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated.
7 Further, the fact that the parties were willing to stipulate to certification of a Class for settlement
8 purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class
9 should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to
10 have reverted to their respective status as of the date and time immediately prior to the execution of
11 the Agreement.

12 18. If the Court grants Final Approval, each Participating Class Member and their
13 successors shall conclusively be deemed to have released the Class Claims set forth in the Settlement
14 Agreement and Class Notice against the Released Parties (as defined in the Agreement).

15
16 **IT IS SO ORDERED.**

17 07/01/2026
18 DATED: _____, 2026



HON. CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT