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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 OLGA GONZALEZ, on behalf of herself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 PACIFIC POWDER COATING, INC., a
21 California Corporation; and DOES 1-50,
22 inclusive.

23 Defendants.

FILED
Superior Court of California
County of Sacramento
09/10/2026
V. Aleman, Deputy

CASE NO.: 25CV030852

Assigned to the Hon. ~~Lauri A. Damrell~~ Peter K. Southworth

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

1 Having considered Plaintiff Olga Gonzalez's Motion for Preliminary Approval of Class
2 Action Settlement, the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Olga Gonzalez
3 submitted in support thereof, the Class Action and PAGA Settlement Agreement (Settlement
4 Agreement or Settlement), the proposed Class Notice, and all other papers and records on file, and
5 good cause appearing, the Court orders as follows:

6 **IT IS HEREBY ORDERED THAT:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement. All
8 capitalized terms not otherwise defined in this Order shall have the meanings set forth in the
9 Settlement Agreement.

10 2. For settlement purposes only, the Court conditionally certifies the following
11 Settlement Class under Code of Civil Procedure section 382: all individuals who are or were
12 employed by Defendant as non-exempt hourly employees in California during the Class Period,
13 defined as December 19, 2021, through March 19, 2026.

14 3. For settlement purposes only, the Court preliminarily appoints Plaintiff Olga Gonzalez
15 as the Class Representative, and preliminarily appoints Mehrdad Bokhour of Bokhour Law Group,
16 P.C., and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel.

17 4. The Court preliminarily approves the Settlement as set forth in the Settlement
18 Agreement. The Court finds, on a preliminary basis, that the Settlement is fair, reasonable, and
19 adequate, and within the range of possible approval. The Court further finds that the Settlement
20 appears to be the product of serious, informed, non-collusive, arm's-length negotiations, and that
21 notice to the Settlement Class is warranted. The Court further finds, on a preliminary basis, that the
22 PAGA settlement is fair, reasonable, and adequate in light of the purposes and policies of PAGA and
23 preliminarily approves the PAGA settlement pursuant to Labor Code section 2699, subdivision (l)(2).

24 5. The Court approves and incorporates by reference, as to form and content, the
25 proposed Class Notice attached to the Settlement Agreement and referenced in the motion papers and
26 attached to this [Proposed] Order as **Exhibit "A"** and as revised after the Tentative Ruling on this
motion for preliminary approval.

27 6. The Court finds that the proposed Class Notice satisfies the requirements of due
28 process and California Rules of Court 3.766 and 3.769 because it fairly and adequately advises

1 Settlement Class Members of the nature of the Action, the terms of the Settlement, their rights under
2 the Settlement, and the procedures and deadlines for requesting exclusion, objecting, or disputing
3 their credited Workweeks or PAGA Pay Periods.

4 7. The Court directs dissemination of the Class Notice by first-class United States mail
5 in accordance with the Settlement Agreement. The Court finds that the notice plan described in the
6 Settlement Agreement is reasonably calculated to apprise Settlement Class Members of the pendency
7 of the Action and the proposed Settlement and satisfies due process.

8 8. The Court preliminarily approves the Gross Settlement Amount of \$218,000, inclusive
9 of the following not to exceed amounts, subject to final approval: Attorneys' fees not to exceed
10 \$72,666.67; Litigation expenses not to exceed \$20,000; Settlement Administration Expenses not to
11 exceed \$5,000; Class Representative Service Payment not to exceed \$10,000 to Plaintiff; PAGA
12 Penalties totaling \$10,000, of which \$6,500 shall be paid to the California Labor and Workforce
13 Development Agency and \$3,500 shall be distributed to PAGA Members as Individual PAGA
14 Payments. The remaining Net Settlement Amount shall be distributed to Participating Class Members
15 pursuant to the allocation formula set forth in the Settlement Agreement.

16 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
17 Settlement Administrator shall perform all duties set forth in the Settlement Agreement, including
18 dissemination of the Class Notice, administration of the Qualified Settlement Fund, calculation and
19 distribution of Settlement Payments, tax reporting, and all related administrative duties.

20 10. Within 7 days after entry of this Order, Defendant shall provide the Settlement
21 Administrator with the Class Data as defined in the Settlement Agreement, including at minimum:
22 each Settlement Class Member's name, last known mailing address, Social Security number, and the
23 number of Workweeks and PAGA Pay Periods worked during the Class Period and PAGA Period.

24 11. Within 15 days after receiving the Class Data, the Settlement Administrator shall
25 update addresses using the National Change of Address database and mail the Class Notice to
26 Settlement Class Members via first-class United States mail, consistent with the Settlement
27 Agreement.

28 12. The deadline by which Settlement Class Members may challenge their credited

1 Workweeks or PAGA Pay Periods, submit a Request for Exclusion, or object to the Settlement shall
2 be 45 calendar days after the Settlement Administrator initially mails the Class Notice. Any
3 Settlement Class Member who wishes to be excluded from the class settlement must submit a written
4 Request for Exclusion to the Settlement Administrator by mail, email, or fax in accordance with the
5 Class Notice. A Request for Exclusion shall be accepted if it timely and reasonably communicates
6 the Settlement Class Member's identity and desire to be excluded. Settlement Class Members who
7 timely and validly request exclusion will not receive an Individual Class Payment or be bound by the
8 Released Class Claims. However, any such person who is also a PAGA Member will receive an
9 Individual PAGA Payment and be bound by the Released PAGA Claims. Non-Participating Class
10 Members may not object to the class-action components of the Settlement.

11 13. Participating Class Members may object to the Settlement by submitting a written
12 objection to the Settlement Administrator by mail, email, or fax no later than 45 calendar days after
13 the initial mailing of the Class Notice. The Settlement Administrator shall promptly provide copies
14 of all written objections to Class Counsel and Defense Counsel. Alternatively, a Participating Class
15 Member may appear at the Final Approval Hearing, either personally or through counsel retained at
16 the Participating Class Member's own expense and present an objection to the Court without having
17 previously submitted a written objection. Participating Class Members who object will remain
18 members of the Settlement Class and, if the Settlement is finally approved, will remain bound by its
19 terms unless they also submit a timely and valid Request for Exclusion.

20 14. Any Settlement Class Member who does not timely submit a valid Request for
21 Exclusion shall be deemed a Participating Class Member and will be bound by the Settlement and
22 entitled to receive an Individual Class Payment according to the allocation formula in the Settlement
23 Agreement.

24 15. The Court preliminarily approves the handling of uncashed checks as set forth in the
25 Settlement Agreement. Any Individual Class Payment or Individual PAGA Payment check that
26 remains uncashed after the void date shall be handled by the Settlement Administrator and transmitted
27 to the California Controller's Unclaimed Property Fund in the name of the applicable Class Member
28 or PAGA Member, as set forth in the Settlement Agreement.

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

August 24, 2026	Preliminary Approval (PA) hearing
<i>(within 7 days after 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 the Settlement Administrator to complete the 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 Plaintiffs to file and serve a Motion for Final Approval of Settlement and an application for an award of attorney's fees, costs, and Service Payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiffs' Motion for Final Approval of Settlement or 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.
<u> 2026 at 2:30 p.m.</u>	Final Approval Hearing

17. A final approval hearing shall be held in this Court on January 15, 2027 at 9:00 am 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 to Class Counsel; and (3) the amount of Class Representative Service Payment to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Settlement Class

18. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval, or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and vacated. Further, the fact that the Parties stipulated to certification of the Settlement Class for settlement purposes only shall have no bearing on, and shall not be admissible in connection with, whether a class should be

1 certified in a non-settlement context.

2 19. If the Court grants Final Approval, each Participating Class Member shall be deemed
3 to have released the Released Class Claims as set forth in the Settlement Agreement. In addition, each
4 PAGA Member shall be deemed to have released the Released PAGA Claims as set forth in the
5 Settlement Agreement, regardless of whether the PAGA Member requested exclusion from the class
6 settlement.

7 20. The Court retains jurisdiction over the Parties and the Settlement Class to consider
8 whether to grant final approval of the Settlement and, if final approval is granted, to interpret,
9 implement, and enforce the Settlement, the Final Approval Order, and the Judgment.

10
11 **IT IS SO ORDERED.**

12
13 DATED: 09/10/2026, 2026




Peter K. Southworth, Judge

~~HON. LAURIA A. DAMRELL~~
JUDGE OF THE SUPERIOR COURT