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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 9 2025

BY *Melissa White*
MELISSA WHITE, DEPUTY

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

RUBYSELA CISNEROS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ENGLEWOOD MARKETING GROUP,
INC. a Delaware Corporation; and DOES 1-
50, inclusive.

Defendants.

CASE NO.: CIVSB2404080

Assigned to the Hon. Wilfred J. Schneider, Jr.

**[REDACTED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
PROTECTIVE ORDER REGARDING THE
USE OF CLASS DATA**

1 Having considered Plaintiff Ruby Cisneros' ("Plaintiff") Motion for Preliminary Approval of
2 Class Action Settlement ("Plaintiff's Motion"), the Declarations of Mehrdad Bokhour, Joshua
3 Falakassa, and Ruby Cisneros in Support of Plaintiff's Motion, the Class Action and PAGA
4 Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and the Notice of Proposed
5 Class Action and PAGA Settlement ("Notice") and any other documents submitted in support of
6 Plaintiff's Motion, the Court ordered as follows:

7 **IT IS HEREBY ORDERED THAT:**

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

11 2. For settlement purposes only, the Court conditionally certifies the following
12 Settlement Class: all individuals who are or were employed by Defendant Englewood Marketing
13 Group, Inc. and its parent company/companies, affiliates, subsidiaries, divisions, holding companies,
14 predecessors, successors, assigns, and joint ventures (collectively, "Defendant" or "EMG") as non-
15 exempt hourly employees in California at any time during the period January 29, 2020 through March
16 23, 2025, except as set forth in the Escalator Provision.

17 3. For settlement purposes only, the Court conditionally certifies the following PAGA
18 Members: all individuals who are or were employed by Defendant as non-exempt hourly employees
19 in California at any time during the period January 26, 2023 through March 23, 2025, except as set
20 forth in the Escalator Provision.

21 4. The Court preliminarily appoints the named Plaintiff, Ruby Cisneros, as the Class
22 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua S. Falakassa,
23 Esq. of Falakassa Law, P.C. as Class Counsel.

24 5. The Court hereby preliminarily approves the proposed Settlement upon the terms and
25 conditions set forth in the Settlement Agreement. The Court finds that, on a preliminary basis, the
26 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
27 given final approval by the Court. It appears to the Court, on a preliminary basis, that the Net
28 Settlement Amount is fair, adequate, and reasonable to all potential Class Members when balanced

1 against the probable outcome of further litigation relating to liability and damages issues. Extensive
2 and costly investigations and research have been conducted such that counsel for the parties at this
3 time are reasonably able to evaluate their respective positions. It further appears to the Court that the
4 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
5 risks that the further prosecution of the Action would present. It further appears that the Settlement
6 has been reached as the result of intensive, non-collusive, arms-length negotiations utilizing an
7 experienced mediator.

8 6. The Court approves, as to form and content, the proposed Class Notice attached as
9 Exhibit "A" to the Settlement Agreement.

10 7. The Court directs the mailing of the Class Notice by first-class mail to the Class
11 Members pursuant to the terms of the Settlement Agreement. The Court finds that disseminating the
12 Class Notice set forth in the Settlement Agreement complies with the requirements of due process of
13 law and appears to be the best notice practicable under the circumstances.

14 8. The Court hereby preliminarily approves the definition and disposition of the not-to-
15 exceed Gross Settlement Amount of \$450,000, which is inclusive of the payment of attorneys' fees
16 not to exceed \$150,000, costs not to exceed \$25,000, a Class Representative Service Payment not to
17 exceed \$10,000 to the named Plaintiff, a PAGA Payment of \$10,000 (of which 75% or \$7,500 will
18 be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% or \$2,500
19 will be paid to Settlement Class Members); Administrator Expense Payment not to exceed \$6,000.
20 Defendant shall separately pay its share of payroll taxes on the portion of the Individual Settlement
21 Amounts to Participating Class Members that are allocated as wages subject to withholding.

22 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
23 of Administrator Expense Payment, not to exceed \$6,000 out of the Settlement Amount for services
24 to be rendered on behalf of the Class Members. The Settlement Administrator shall prepare and
25 submit to Class Counsel and Defendant's Counsel a declaration attesting to the completion of the
26 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
27 any Class Notice returned as undeliverable and the total number of opt-outs and objections received
28 before and after the deadline.

1 10. The Court directs Defendant to work diligently and in good faith to compile from its
2 records and provide the Settlement Administrator with the "Class Data" – as defined in Paragraph
3 1.7 of the Settlement Agreement for Settlement Class Members, in a format to be provided by the
4 Settlement Administrator, which will consist of the following information: each Class Member's (1)
5 full name; (2) last known home address; (3) last known telephone number; (4) Social Security
6 number; (5) total number of workweeks worked during the Class Period and PAGA Period; and (6)
7 any other information required by the Settlement Administrator in order to effectuate the terms of the
8 Settlement. Defendant shall provide the "Class Data" as referenced herein to the Settlement
9 Administrator within twenty-one (21) days after entry of this Order.

10 11. The Settlement Administrator must maintain the Class Data in confidence, use the
11 Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the
12 Class Data to Administrator employees who need access to the Class Data to effect and perform
13 Administrator's duties under the Settlement Agreement.

14 12. The Settlement Administrator shall use the National Change of Address database (U.S.
15 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
16 U.S. mail, the Class Notice to Settlement Class Members as approved in Paragraph 6 herein.

17 13. The deadline by which Class Members may dispute the number of Workweeks
18 Worked, opt-out or object shall be forty-five (45) calendar days from the date of mailing the Class
19 Notice (plus an additional 14 days for any Class Notice that is re-mailed). Any Class Member who
20 desires to be excluded from the Settlement must mail his or her written Request for Exclusion in
21 accordance with the Class Notice in a timely manner. Requests for Exclusion must include the full
22 name, address, telephone number, and signature of the Settlement Class Member requesting
23 exclusion. The Request for Exclusion must clearly state that the Class Member does not wish to be
24 included in the Settlement. All such persons who properly and timely exclude themselves from the
25 Settlement shall not be Settlement Class Members and shall have no rights to participate in the
26 Settlement, except that if they are PAGA Members, they will release their Released PAGA Claims
27 regardless of whether they opt out of the Settlement and will receive a PAGA Member payment.

1 Class Members that opt out of the Settlement shall also have no standing to object to the proposed
2 Settlement.

3 14. The deadline for filing objections to any of the terms of the Settlement shall be forty-
4 five (45) calendar days from the date of mailing the Class Notice (plus an additional 14 days for any
5 Class Notice that is re-mailed). Any Class Member who wishes to object to the Settlement must mail
6 a timely written objection signed by the Class Member to the Settlement Administrator. Any such
7 objection shall include the case name and number, the Class Member's name, current address,
8 telephone number, and dates of employment with Defendant and set forth in clear and concise terms
9 a statement of the reasons why the objection believes that the Court should find that the Settlement
10 is not in the best interests of the Class Members and the reasons why the Settlement should not be
11 approved, including legal and factual arguments supporting the objection. Not later than 10 days after
12 the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator
13 shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying
14 information of Class Members who have timely submitted valid Requests for Exclusion; (b) the
15 names and other identifying information of Class Members who have submitted invalid Requests for
16 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or
17 invalid), and the Settlement Administrator shall attach the same to its declaration of due diligence
18 filed with the Court before the Final Approval Hearing. Any Class Member who fails to make his or
19 her objection in the manner provided for in this Order shall be deemed to have waived such objection
20 and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness
21 or adequacy of the Settlement as incorporated in the Settlement Agreement, or to the award of
22 Attorneys' Fees and Costs, or Class Representative Service Payment to the Class Representative.

23 15. Any Settlement Class Member who does not submit a timely and valid Request for
24 Exclusion will be deemed a Participating Class Member and will be entitled to receive an Individual
25 Settlement Amount based upon the allocation formula described in the Settlement Agreement.
26 Settlement Class Members may not object to or opt-out of the Settlement with respect to the Release
27 of the PAGA Claims. Settlement Class Members who opt out of the Released Class Claims will still
28 be paid their allocation of the PAGA Payment and will be bound by the Released PAGA Claims

1 regardless of whether they submit a timely and valid Request for exclusion from the Release of Class
2 Claims.

3 16. The Court approves the handling of unclaimed funds set forth in the Settlement
4 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
5 result of a Participating Class Member's failure to timely cash a settlement check shall be handled by
6 the Settlement Administrator and be issued to the California Controller's Unclaimed Property Fund
7 in the name of the Class Member, pursuant to California Code of Civil Procedure § 384(b).

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

9 September 9, 2025	10 Preliminary Approval (PA) hearing
11 <i>(within twenty-one (21) days after 12 notice of entry of Order Granting 13 Preliminary Approval)</i>	14 Deadline for Defendant to send Class Data to 15 Settlement Administrator
16 <i>(within 15 days after receipt of Class 17 Data)</i>	18 Deadline for Settlement Administrator to complete 19 first mailing of the Class Notice to all Class 20 Members.
21 <i>(45 calendar days after mailing Class 22 Notice, plus 14 calendar days for any 23 re-mailed Class Notice)</i>	24 Deadline for Class Members to submit Requests 25 for Exclusion and Objections to the Settlement.
26 16 court days before Final Approval 27 hearing	28 Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and Class Representative Service Payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiff's 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.
[TBD]	Final Approval Hearing

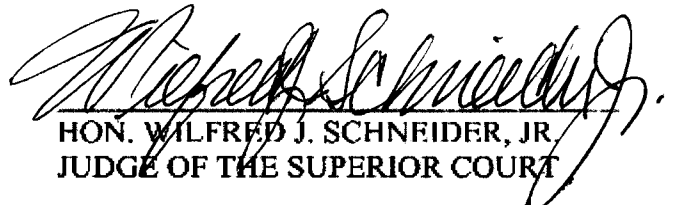
1 18. A final approval hearing shall be held in this Court on 2/24/2026 at
2 8:30 (am)pm to determine (1) whether the proposed settlement is fair, reasonable, and
3 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to
4 award to Class Counsel; and (3) the amount of the Class Representative Service Payment to the Class
5 Representative. The Court may continue or adjourn the final approval hearing without further notice
6 to the Class.

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

16 20. If the Court grants Final Approval, each Participating Class Member and their
17 successors shall conclusively be deemed to have released the Class Claims, and each Class Member
18 shall conclusively be deemed to have released the Released PAGA Claims, set forth in the Settlement
19 Agreement and Class Notice against the Released Parties (as defined in the Agreement). Further, all
20 Participating Class Members and their successors shall be permanently enjoined and forever barred
21 from asserting any released Class Claims, and all Class Members shall be permanently enjoined and
22 forever barred from asserting any Released PAGA Claims, against the Released Parties.

23
24 **IT IS SO ORDERED.**

25
26 DATED: 9/9, 2025

27 
28 HON. WILFRED J. SCHNEIDER, JR.
JUDGE OF THE SUPERIOR COURT