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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

SANTINO LOPEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

REDSTONE RESIDENTIAL, INC.; a Utah
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV03557

Assigned to Hon. Colleen K. Sterne

CLASS ACTION

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

1 The Honorable College K. Sterne considered Plaintiff Santino Lopez's ("Plaintiff") Motion
2 for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the Declarations of
3 Mehrdad Bokhour, Joshua Falakassa and Santino Lopez in Support of Plaintiff's Motion, the Class
4 Action and PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and Notice
5 of Class Action Settlement ("Class Notice") and any other documents submitted in support of
6 Plaintiff's Motion.

7 Having considered Plaintiff's Motion, the accompanying declarations in support thereof, and
8 all supporting legal authorities and documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

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

13 2. For settlement purposes only, the Court certifies the following Settlement Class: all
14 persons employed by Defendant in California in non-exempt, hourly-paid positions at any time from
15 February 10, 2019, to June 28, 2024, including current and former employees.

16 3. The Court preliminarily appoints the named Plaintiff, Santino Lopez, as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq.
18 of Falakassa Law P.C., as Class Counsel.

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

1 by the further prosecution of the Action. It further appears that the Settlement has been reached as
2 the result of intensive, non-collusive, arms-length negotiations utilizing an experienced mediator.

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

5 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
6 Class members no later than as set forth in the Settlement Agreement. The Court finds that the
7 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 gross
11 Settlement Amount of \$163,537, which is inclusive of payment of Attorneys’ Fees not to exceed
12 \$54,512.33, which is one-third of the Settlement Amount, Costs not to exceed \$25,000, Service
13 Award not to exceed \$10,000 to Plaintiff, PAGA civil penalties of \$10,000 (of which 75% or \$7,500
14 will be paid to the Labor and Workforce Development Agency and 25% or \$2,500 will be paid to
15 Participating Class Members) and Settlement Administration Costs not to exceed \$5,000. Defendant
16 shall pay the employer’s share of payroll taxes on the portion of the Settlement Amount payable to
17 Participating Class Members as wages, in addition to the Settlement Amount.

18 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
19 of Settlement Administration Costs, not to exceed \$5,000.00, out of the Settlement Amount for
20 services to be rendered by ILYM Group on behalf of the Settlement Class. The Settlement
21 Administrator shall prepare and submit to Class Counsel and Defendant’s counsel a declaration
22 attesting to the completion of the notice process as set forth in the Settlement Agreement, including
23 an explanation of efforts to resend any Notice Packet returned undeliverable and the total number of
24 opt-outs and objections received before and after the deadline.

25 9. The Court directs Defendant to provide the Settlement Administrator with the “Class
26 Data” for Class Members providing the following information: (1) full names; (2) last known
27 addresses and telephone numbers; (3) the number of Workweeks (as defined in the Settlement
28 Agreement) as non-exempt employees of Defendant in California during the Class and PAGA

1 Periods; and (4) Social Security numbers. Defendant shall provide the “Class Data” as referenced
2 herein to the Settlement Administrator as set forth in the Settlement Agreement, including within 15
3 days of service of the notice of entry of this Order.

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

7 11. The deadline by which Settlement Class Members may dispute the number of
8 Workweeks worked or opt-out of the Settlement Class shall be forty-five (45) days from the date of
9 mailing of the Notice Packet, except as extended by an additional fourteen (14) days for re-mailed
10 Class Notices. Any Settlement Class Member who desires to be excluded from the Settlement must
11 timely mail his or her written request for exclusion in accordance with the Notice Packet. All such
12 persons who properly and timely exclude themselves from the Settlement shall not be class
13 participants and shall have no rights with respect to the Settlement, no interest in the Settlement
14 proceeds, and no standing to object to the proposed Settlement.

15 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
16 five (45) days from the date of mailing of the Notice Packet except as extended by an additional
17 fourteen (14) days for re-mailed Class Notices. Any Settlement Class Member who wishes to object
18 to the Settlement may mail, email or fax a written objection to the Settlement Administrator, who
19 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
20 lodge a copy of the objection with the Court. The objection must set forth, in a clear and concise
21 manner, the factual and legal basis for the objection. In the alternative, Settlement Class Members
22 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
23 Approval hearing.

24 13. All papers filed in support of Final Approval, including supporting documents for
25 Attorneys’ Fees and Costs shall be filed 16 court days before Final Approval hearing.

26 14. Class Counsel and Counsel for Defendant shall file any responses to any written
27 objections submitted to the Court no later than five (5) court days before the Final Approval hearing.

1 15. A final approval hearing shall be held with the Court on 03/24/2025 at 10:00
2 a.m./p.m. in Department "5" at 1100 Anacapa Street, Santa Barbara, California 93101 to determine
3 (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved
4 by the Court; (2) the amount of Attorneys' Fees and Costs to award Class Counsel; (3) the amount of
5 the Service Awards to the Class Representatives; and (4) other matters concerning final approval,
6 including the disposition of any unpaid amounts to the agreed upon *cy pres* beneficiary

7 16. An implementation schedule is below:

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Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	<i>[15 calendar days after service of notice of entry of Order granting Preliminary Approval]</i>
Settlement Administrator to mail the Notice Packet to the Settlement Class no later than:	<i>[14 calendar days after receipt of Class Data]</i>
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	<i>[60 calendar days after the date of mailing of the Class Notice]</i>
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	<i>[16 court days before the hearing on Motion for Final Approval of Settlement]</i>
Hearing on Motion for Final Approval of Settlement	_____

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22 If any of the dates in this implementation schedule falls on a weekend, legal, or court holiday,

23 the time to act shall be extended to the next business day.

24 17. Pending the Final Approval hearing, all proceedings in this action, other than

25 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this

26 Order, are stayed.

27 18. In the event the Settlement does not become effective in accordance with the terms of

28 the Settlement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become

1 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
2 Parties shall revert to their respective positions as of the commencement of the Action. The Parties
3 will be free to assert any claim or defense that could have been asserted at the outset of the Action.

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5 **IT IS SO ORDERED.**

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7 DATED: 12/02/2024~~2024~~



THE HONORABLE COLLEEN K. STERNE
JUDGE OF THE SUPERIOR COURT

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