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Electronically Filed
9/25/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ISAAC RAMOS, on behalf of himself and all
other similarly situated,

Plaintiff,

v.

MONSCHEIN INDUSTRIES, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CV-20-004287

Assigned to the Hon. John R. Mayne

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

HEARING INFO

Date: September 14, 2023

Time: 8:30 a.m.

Dept.: 21

1 On September 14, 2023, the Court considered Plaintiff Isaac Ramos’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action and PAGA Settlement (“Plaintiff’s Motion”), the Declarations
3 of Mehrdad Bokhour, Joshua Falakassa, and Isaac Ramos in Support of Plaintiff’s Motion, the Class
4 Action and PAGA Settlement Agreement (“Settlement Agreement” and/or “Settlement”), and the
5 Notice of Proposed Class Action and PAGA Settlement (“Notice Packet”) and any other documents
6 submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s Motion, the accompanying
7 declarations in support thereof, and all supporting legal authorities and documents, the Court orders
8 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 “1” 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 preliminarily certifies the following
14 Settlement Class: all current and former non-exempt employees employed by Defendant in California
15 at any time between October 1, 2016 through July 24, 2023 (“Class Members”).

16 3. The Court preliminarily appoints the named Plaintiff, Isaac Ramos, as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua S. Falakassa,
18 Esq. of Falakassa Law, P.C. 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 that the
21 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the Gross
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 has been conducted such that counsel for
26 the parties at this time are reasonably able to evaluate their respective positions. It further appears to
27 the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well
28 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 the result of intensive, non-collusive, arms-length
2 negotiations utilizing an experienced mediator.

3 5. The Court approves, as to form and content, the proposed Notice Packet attached as
4 Exhibit “A” to the Settlement Agreement.

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

9 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
10 exceed Gross Settlement Amount of \$1,900,000, which is inclusive of the payment of attorneys’ fees
11 not to exceed \$633,333.33, costs not to exceed \$25,000, a Service Award not to exceed \$12,500 to
12 the named Plaintiff, a PAGA Payment of \$25,000 (of which 75% or \$18,750 will be paid to the
13 California Labor and Workforce Development Agency (“LWDA”) and 25% or \$6,250 will be paid
14 to Allegedly Aggrieved Employees); Settlement Administration Costs not to exceed \$10,000.
15 Defendant shall separately pay its share of payroll taxes on the portion of the Individual Settlement
16 Amounts to Participating Class Members that are allocated as wages subject to withholding.

17 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
18 of Settlement Administration Costs, not to exceed \$10,000 out of the Gross Settlement Amount for
19 services to be rendered by on behalf of the Class Members. The Settlement Administrator shall
20 prepare and submit to Class Counsel and Defendant’s Counsel a declaration attesting to the
21 completion of the notice process as set forth in the Settlement Agreement, including an explanation
22 of efforts to resend any Notice Packet returned as undeliverable and the total number of opt-outs and
23 objections received before and after the deadline.

24 9. The Court directs Defendant to work diligently and in good faith to compile from its
25 records and provide the Settlement Administrator with the “Class Data” – as defined in paragraph 6
26 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
27 Settlement Administrator, which will consist of the following information: (1) the Class Members’
28 full names; (2) last known addresses; (3) Social Security Numbers; (4) telephone numbers; and (5)

1 dates of employment and/or number of Workweeks Worked as non-exempt employees of Defendant
2 in California during the Class Period and the number of PAGA Pay Periods Worked during the PAGA
3 Period. Defendant shall provide the “Class Data” as referenced herein to the Settlement
4 Administrator.

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

8 11. The deadline by which Class Members may dispute the number of Workweeks
9 Worked, opt-out or object shall be forty-five (45) calendar days from the date of mailing of the Notice
10 Packet. Any Class Member who desires to be excluded from the Settlement must timely mail or fax
11 his or her written Request for Exclusion in accordance with the Notice Packet. Requests for
12 Exclusion must include the full name, address, telephone number, last four digits of the social security
13 number or date of birth, and signature of the Settlement Class Member requesting exclusion. The
14 Request for Exclusion should state: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
15 CLASS IN THE RAMOS V. MONSCHEIN INDUSTRIES LAWSUIT. I UNDERSTAND THAT
16 IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
17 MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.” All such
18 persons who properly and timely exclude themselves from the Settlement shall not be Settlement
19 Class Members and shall have no rights with respect to the Settlement, no interest in the Settlement
20 proceeds, and no standing to object to the proposed Settlement.

21 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
22 five (45) calendar days from the date of mailing of the Notice Packet. Any Class Member who wishes
23 to object to the Settlement must serve a timely written objection on the Settlement Administrator,
24 who will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel
25 will submit a copy of the objection to the Court. Any such objection shall include the full name,
26 address, telephone number, last four digits of the social security number or date of birth, signature of
27 the Objecting Settlement Class Member, and the basis for the objection, including any legal support
28 and each specific reason in support of the objection, as well as any documentation or evidence in

support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. Any Class Member who fails to make his or her objection in the manner provided for in this Order shall be deemed to have waived such objection and shall forever 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. However, Settlement Class Members may not object to or opt-out of the Settlement with respect to the Release of the PAGA Claims and Settlement Class Members who opt out of the Release of Class Claims will still be paid their allocation of the PAGA Payment and will be bound by the Release of PAGA Claims regardless of whether they submit a timely and valid Request for exclusion from the Release of Class Claims. .

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 paid out to 50% to Koinonia Family Services, which is a non-profit IRS 501(c)(3) charitable organization, to be used for child advocacy programs in the State of California, and 50% to Legal Aid at Work, as expressly permitted by Code of Civil Procedure section 384(b) and as set forth in the Settlement Agreement.

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

September 14, 2023	Preliminary Approval (PA) hearing
September 29, 2023	Deadline for Defendant to send Class Data to Settlement Administrator
October 13, 2023	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.

November 27, 2023	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
February 5, 2024	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.
February 29, 2024	Final Approval Hearing

16. A final approval hearing shall be held in this Court on February 24, 2024 at 8:30 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 service award to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

17. 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 shall be vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Agreement.

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

1 Participating Class Members and their successors shall be permanently enjoined and forever barred
2 from asserting any released Class Claims, and all Class Members shall be permanently enjoined and
3 forever barred from asserting any released PAGA Claims, against the Released Parties.

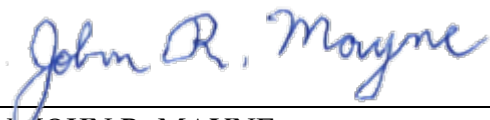
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5 **IT IS SO ORDERED.**

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7 DATED: 9/20/2023, ~~2023~~

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HON. JOHN R. MAYNE
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On September 13, 2023, I served the following document(s) described as [PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by electronic service to the addressed as follows:

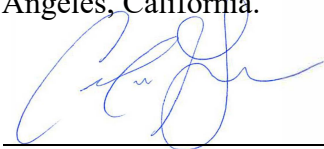
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Counsel for defendant Monschein Industries. Inc.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 13, 2023, at Los Angeles, California.



Carlos Garcia