

1 **BOKHOUR LAW GROUP, P.C.**
2 Mehrdad Bokhour, Esq. (CA Bar No. 285256)
3 *mehrdad@bokhourlaw.com*
4 1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067
6 Tel: (310) 975-1493; Fax: (310) 675-0861

5 **THE FINKEL FIRM**
6 Jake D. Finkel, Esq. (CA Bar No. 293954)
7 *jake@lawfinkel.com*
8 3470 Wilshire Blvd, Suite 830
9 Los Angeles, California 90010
10 Tel: (213) 787-7411; Fax: (323) 916-0521

9 Attorneys for Plaintiff and the Putative Class
10 Additional counsel on the following page

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

13 TANYA GARCIA, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 v.

17 DSM&T, CO., INC., a California corporation;
18 and DOES 1-50, inclusive.

19 Defendants.

Case No.: CIVSB2206009

CLASS ACTION

Assigned to the Hon. Jessica Morgan

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVING OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGEMENT**

HEARING INFO

Date: March 8, 2024
Time: 8:30 a.m.
Dept.: S26

Action Filed: March 16, 2022
FAC Filed: June 28, 2023
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 08 2024

BY 
JESSICA MORALES, DEPUTY

FAXED

1 This matter having come for hearing on March 8, 2024, regarding the unopposed Motion for
2 Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 **GRANTS** final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning given as those terms are used
11 and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: all persons who performed work in any non-exempt position for Defendant
19 in California at any time during the Class Period," which is the period from April 9, 2018, until June
20 14, 2023.

21 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
22 California Rules of Court, and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 275 class members exists and a well-
24 defined community of interest exists on the questions of law and fact involved because in the context
25 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of
26 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
27 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
28 protected the interest of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
2 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
3 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
4 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
6 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
7 Settlement. Sufficient period of time to respond and to act were provided by each of these procedures.
8 No Class Members filed written objection to the Settlement as part of this notice process. No Class
9 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
10 and no Class Members individual submitted a request for exclusion.

11 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
12 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
13 compliant with all applicable requirements of the California Code of Civil Procedure, the California
14 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
15 and any other applicable law, and in the best interests of each of the Parties and Class Members.

16 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
17 terms and declares the Settlement Agreement to be binding on all 275 Participating Class Members.

18 9. The Court finds that the Settlement Agreement has been reached as a result of
19 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
20 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
21 their respective positions.

22 10. The Court also finds that the Settlement now will avoid additional and potentially
23 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the
24 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
25 light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured
26 significant relief for Class Members.

27 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
28 finding of the validity of any allegations or of any wrongdoing by Defendant.

1 12. The Court appoints Plaintiff Tanya Garcia as Class Representative and finds her to be
2 adequate.

3 13. The Court appoints Mehrdad Bokhour of Bokhour Law Group, P.C. and Jake Finkel
4 of The Finkel Firm as Class Counsel and finds each of them to be adequate, experienced, and well-
5 versed in class action litigation.

6 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
7 \$975,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
8 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
9 Agreement, subject to this order.

10 15. The Court approves the following allocations, which fall within the ranges stipulated
11 by and through the Settlement Agreement:

12 A. The Court awards \$7,350.00 to ILYM Group, Inc., the Settlement
13 Administrator, and finds this amount to be fair and reasonable. The Court
14 grants final approval of it and orders the Parties to make the payment to the
15 Settlement Administrator in accordance with the Agreement.

16 B. The Court awards \$325,000.00 to Class Counsel as attorneys' fees and finds
17 this amount to be fair and reasonable in light of the benefit obtained for the
18 Class. The Court grants final approval of, awards, and orders the Class
19 Counsel fees payment to be made in accordance with the Settlement
20 Agreement.

21 C. The Court awards \$13,870.48 to the Class Counsel in litigation costs, an
22 amount which the Court finds to be reflective of the reasonable costs incurred.
23 The Court grants final approval of and orders the Class Counsel litigation
24 expenses payment in this amount to be made in accordance with the
25 Settlement Agreement.

26 D. The Court awards \$10,000 to the named class representative as payment
27 requested by Plaintiff and finds this amount to be fair and reasonable. The
28 Court grants final approval of and orders the class representative payment to

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be made in accordance with the Settlement Agreement.

E. The Court approves the \$10,000 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$7,500) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder to the Class.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

18. All 275 Participating Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

20. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall submit such funds to the State of California's Unclaimed Property Fund in the name of the Class Member.

21. Within ten days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23. Plaintiff shall file with the Court a report regarding the status of distribution within

1 one hundred and twenty (120) days after all funds have been distributed.

2 24. This final judgment is intended to be a final disposition of the above-captioned action
3 in its entirety and is intended to be immediately appealable. This final judgment resolves and
4 extinguishes all claims released by the Settlement Agreement against Defendant and the Released
5 Parties as set forth in the Agreement.

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7 **IT IS SO ORDERED.**

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9 DATED: 3/8, 2024

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HONORABLE JESSICA MORGAN