

1 Douglas Han, Esq. (SBN 232858)
Shunt Tatavos-Gaharajeh, Esq. (SBN 272164)
2 Philip Song, Esq. (SBN 326572)
JUSTICE LAW CORPORATION
3 751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
4 Telephone: (818) 230-7502
Facsimile: (818) 230-7259

5 Attorneys for Plaintiff AHARON SPRY

6 Michael Nourmand, Esq. (SBN 198439)
7 James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
8 8822 West Olympic Boulevard
Beverly Hills, California 90211
9 Telephone (310) 553-3600
Facsimile (310) 553-3603

10 Attorneys for Plaintiff CHRISTOPHER CARRILLO

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

MAR 04 2022

BY 
JESSICA MORALES, DEPUTY

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN BERNARDINO**

13
14 AHARON SPRY and CHRISTOPHER)
CARRILLO, individually, on behalf of other)
15 members of the general public similarly)
situated, and on behalf of aggrieved employees)
16 pursuant to the Private Attorneys General Act)
of 2004 ("PAGA"),)

17)
18 Plaintiffs,)
19)
20)

v.)

21 PRIME LUBE, INC., a New Jersey)
corporation; BLUE SKY GOLDEN STATE)
22 LLC, a Delaware limited liability company;)
and DOES 1 through 100, Inclusive)
23)

24 Defendants.)
25)

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CASE NO.: CIVDS2018738

BY FAX

[Assigned for all purposes to the Hon. David Cohn - Dept. "S-26"]

REVISED [PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 On March 1, 2022, the Court considered plaintiffs, AHARON SPRY's and
2 CHRISTOPHER CARRILLO's ("Plaintiffs") Motion for Preliminary Approval of Class Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only ("Approval
4 Motion"), Declarations of James A. De Sario and Douglas Han in Support of Motion for
5 Preliminary Approval of Class Action Settlement, the Joint Stipulation and Settlement
6 Agreement ("Settlement Agreement"), Notice of Class Action Settlement ("Class Notice"),
7 Election Not to Participate in Class Action Settlement ("Opt-Out Form") and the documents
8 submitted in support of the Approval Motion. James A. De Sario, Esq. of The Nourmand Law
9 Firm, APC appeared for and on behalf of Plaintiff Christopher Carrillo and Plaintiff Class;
10 Philip Song, Esq. of the Justice Law Corporation appeared for and on behalf of Plaintiff Aharon
11 Spry and Plaintiff Class; Michael Witczak, Esq. of Lewis Brisbois Bisgaard & Smith, LLP
12 appeared on behalf of Defendants; and there were no other appearances.

13 Having considered the Approval Motion, the Declarations of James A. De Sario and
14 Douglas Han, and all supporting legal authorities and documents, the Court ordered as follows:

15
16 IT IS HEREBY ORDERED THAT:

17
18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 attached as Exhibit "1" to the Declaration of James A. De Sario, and all terms defined therein
20 shall have the same meaning in this Order as set forth in the Settlement Agreement.

21
22 2. For settlement purpose only, the Court certifies the following Class: All
23 current and former hourly non-exempt employees who worked at least one pay period for
24 Defendants in California at any time during the period from September 9, 2016 to February 10,
25 2022.

26
27 3. The Court preliminarily appoints named plaintiffs Aharon Spry and Christopher
28 Carrillo as Class Representatives.

1 4. The Court preliminarily appoints Douglas Han, Esq. of Justice Law
2 Corporation, Michael Nourmand, Esq. and James A. De Sario, Esq. of The Nourmand Law Firm,
3 APC as Class Counsel.

4
5 5. The Court hereby preliminarily approves the proposed class and PAGA settlement
6 upon the terms and conditions set forth in the Settlement Agreement. The Court finds that on a
7 preliminary basis that the settlement appears to be within the range of reasonableness of
8 settlement that could ultimately be given final approval by the Court. It appears to the Court on a
9 preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential
10 Class Members and Eligible Aggrieved Employees when balanced against the probable outcome
11 of further litigation relating to liability and damages issues. It further appears that extensive and
12 costly investigation and research has been conducted such that counsel for the Parties at this time
13 are reasonably able to evaluate their respective positions. It further appears to the Court that the
14 settlement at this time will avoid substantial additional costs by all Parties, as well as the delay
15 and risks that would be presented by the further prosecution of the Litigation. It further appears
16 that the Settlement has been reached as the result of intensive, non-collusive, arms-length
17 negotiations utilizing an experienced third party neutral.

18
19 6. The Court approves, as to form and content, the proposed Class Notice and Opt-Out
20 Form attached as Exhibit A and Exhibit B to the Settlement Agreement, respectively.

21
22 7. The Court directs the mailing of the Class Notice by first-class mail to the
23 Class Members in accordance with the schedule and procedures set forth in the Settlement
24 Agreement. The Court finds that the dissemination of the Class Notice set forth in the Settlement
25 Agreement complies with the requirements of due process of law, and appears to be the best
26 notice practicable under the circumstances.

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1 8. The Court hereby preliminarily approves the definition and disposition of the
2 Gross Settlement Amount of \$210,000.00, which is inclusive of payment of attorney's fees not to
3 exceed 33% of the Gross Settlement Amount or \$70,000.00, in addition to costs not to exceed
4 \$20,000.00, enhancement payment of \$5,000.00 to each named plaintiff, cost of the Settlement
5 Administrator for claims administration of no more than \$7,500.00 and PAGA penalties in the
6 amount of \$10,000.00 of which 75% or \$7,500.00 will be paid to the LWDA and 25% or
7 2,500.00 will be paid to participating Class Members. Defendants' portion of payroll taxes in not
8 included in the Gross Settlement Amount and will be a separate obligation of Defendants.

9
10 9. The Court confirms Phoenix Class Action Administrative Solutions ("Pheonix") as
11 the Settlement Administrator, and payment of administrative costs, not to exceed \$7,500.00, out
12 of the Gross Settlement Amount for services to be rendered by Pheonix on behalf of the Class.
13 The Settlement Administrator shall prepare and submit to Class Counsel and Defendants'
14 Counsel a declaration attesting to the completion of the notice process as set forth in the
15 Settlement Agreement, including an explanation of efforts to resend any Notice Packet returned
16 undeliverable and the total number of opt-outs and objections received before and after the
17 deadline.

18
19 10. The Court directs Defendants to provide the Claims Administrator with
20 the "Class Data" for Class Members providing the following information: (1) first and last name;
21 (2) last known mailing address; (3) social security number; (4) dates of employment; (5) total
22 number of workweeks during the Class Period during which the Class Member performed any
23 actual work for Defendants in California as an hourly non-exempt. Defendants shall provide the
24 "Class Data" as referenced herein to the Settlement Administrator pursuant to the terms of the
25 Settlement Agreement.

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1 11. The Settlement Administrator shall use the National Change of Address database
2 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via
3 first class U.S. mail, the Class Notice to Class Members as approved in paragraph 5 herein, in
4 accordance with the procedure and deadlines set forth in the Settlement Agreement.

5
6 12. The deadline by which Class Members may dispute the number of workweeks, opt-
7 out or object shall be forty-five (45) days from the date of mailing of the Notice Packet. Any
8 Class Member who desires to be excluded from the Settlement must timely mail or fax his or her
9 Opt-Out Form requesting to be excluded, in accordance with the Class Notice. All such persons
10 who properly and timely exclude themselves from the Settlement shall not be class participants,
11 and shall have no rights with respect to the settlement, and no interest in the settlement proceeds.

12
13 13. The deadline for filing objections to any of the terms of the Settlement shall be
14 forty-five (45) days from the date of mailing of the Notice Packet. Any Class Member who
15 wishes to object to the Settlement must serve a written objection on the Settlement Administrator,
16 who will email a copy of the objection to Class Counsel and counsel for Defendants. Class
17 Counsel will lodge a copy of the objection with the Court. The objection must set forth, in a clear
18 and concise manner, the factual and legal basis for the objection. Any Class Member who fails to
19 make his or her objection in the manner provided for in this Order shall be deemed to have
20 waived such objection and shall forever be foreclosed from making any objection to or appeal of
21 the fairness, reasonableness or adequacy of the settlement as incorporated in the Settlement
22 Agreement, or to the award of attorney's fees, costs, or incentive award to class representatives.

23
24 14. All papers filed in support of Final Approval, including supporting documents for
25 attorney's fees and costs shall be filed on **June 8, 2022**.

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1 15. Class Counsel and Counsel for Defendants shall file any responses to any written
2 objections submitted to the Court in accordance with the time frame set forth in the Settlement
3 Agreement.

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5 16. A final approval hearing shall be held with the Court on **June 30, 2022** at
6 **10:00 a.m.** in Department "S-26" of the above-entitled Court to determine (1) whether the
7 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court;
8 (2) the amount of attorneys' fees and costs to award Class Counsel; and (3) the amount of
9 incentive award to the Class Representatives.

10
11 17. In the event the settlement does not become effective in accordance with the terms
12 of the settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
13 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
14 and the Parties shall revert to their respective positions as of the commencement of the Litigation.
15 The Parties will be free to assert any claim or defense that could have been asserted at the outset
16 of the Litigation.

17
18 **IT IS SO ORDERED.**

19
20 DATED: 3-4, 2022

21
22 
23 ~~HONORABLE DAVID COHN~~
24 **RAFAEL A ARREOLA**

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within entitled action; my business address is 8822 West Olympic Boulevard,
Beverly Hills, California 90211.

5 On March 1, 2022, I served the following document(s) described as:

6 **REVISED [PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION
7 SETTLEMENT**

8 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope,
with postage thereon fully prepaid, addressed as follows:

9 Katherine Den Bleyker, Esq.
10 Michael Witzak, Esq.
11 LEWIS BRISBOIS BISGAARD & SMITH
633 West 5th Street, Suite 4000
Los Angeles, California 90071

12 Katherine.DenBleyker@lewisbrisbois.com

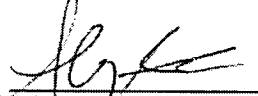
13 **Courtesy Copy By Email: katherine.denbleyker@lewisbrisbois.com and
14 michael.witzak@lewisbrisbois.com**

15 Douglas Han, Esq.
16 Philip Song, Esq.
17 JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103

18 **Courtesy Copy By Email: dhan@justicelawcorp.com and psong@justicelawcorp.com**

19
20 BY MAIL: As follows: I am readily familiar with our office's practice for collection and
21 processing of correspondence and other materials for mailing with the United States Postal Service.
22 On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
collection and mailing on this date at the address stated above, following our office's ordinary business
23 practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the
ordinary course of business.

24 I declare under penalty of perjury under the laws of the State of California that the above is true
and correct and that this Proof of Service was executed on March 1, 2022, at Beverly Hills, California.

25
26 
Alejandra Beltran