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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF VENTURA**

16 JESUS MARTINEZ on behalf of himself and all
17 others similarly situated,

18 Plaintiff,

19 v.

20 GLOBAL SALES & WAREHOUSING, LLC, a
21 California Limited Liability Company; and
22 DOES 1 through 20, inclusive

23 Defendants.

CASE NO.: 56-2019-00534178-CU-OE-VTA

Assigned to the Hon. Matthew P. Guasco

CLASS ACTION

**AMENDED [PROPOSED] ORDER FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING DATE

Date: September 17, 2020

Time: 8:30 a.m.

Dept.: 20

Reservation ID: 2514119

1 On September 10, 2020, the Honorable Matthew P. Guasco considered Plaintiff, Jesus
2 Martinez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Approval Motion”), Declarations
4 in Support of Motion for Preliminary Approval of Class Action Settlement, the Joint Stipulation
5 for Class Action Settlement (“Settlement Agreement”), Notice of Class Action Settlement (“Class
6 Notice”) and the documents submitted in support of the Approval Motion.

7 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. appeared for and on behalf of
8 Plaintiff and Plaintiff Class; Jon Light, Esq. and/or Chandra Beaton of LightGabler, appeared on
9 behalf of Defendant, Global Sales & Warehousing, LLC (“Defendant”); and there were no other
10 appearances.

11 Having considered the Approval Motion, the Declarations of Mehrdad Bokhour and
12 Jonathan Melmed, plaintiff Jesus Martinez, and Phoenix Settlement Administrators, and all
13 supporting legal authorities and documents, the Court ordered as follows:

14 **IT IS HEREBY ORDERED THAT:**

15 1. This Order incorporated by reference the definitions in the Settlement Agreement,
16 attached as Exhibit “1” to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
17 have the same meaning in this Order as set forth in the Settlement Agreement.

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19 2. For settlement purpose only, the Court certifies the following Settlement Class: All
20 current and former non-exempt hourly employees of Defendant within California during the
21 period of September 30, 2015 through January 31, 2020.

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23 3. The Court preliminarily appoints named Plaintiff, Jesus Martinez as Class
24 Representative and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Melmed Law Group
25 PC as Class Counsel.

26
27 4. The Court hereby preliminarily approves the proposed class settlement upon the
28 terms and conditions set forth in the Settlement Agreement. The Court finds that on a preliminary

1 basis that the Settlement appears to be within the range of reasonableness of settlement that could
2 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that
3 the Settlement amount is fair, adequate, and reasonable as to all potential Settlement Class
4 members when balanced against the probable outcome of further litigation relating to liability and
5 damages issues. It further appears that extensive and costly investigation and research has been
6 conducted such that counsel for the Parties at this time are reasonably able to evaluate their
7 respective positions. It further appears to the Court that the Settlement at this time will avoid
8 substantial additional costs by all Parties, as well as the delay and risks that would be presented by
9 the further prosecution of the Action. It further appears that the Settlement has been reached as
10 the result of intensive, non-collusive, arms-length negotiations utilizing an experienced mediator.

11

12 5. The Court approves, as to form and content, the proposed Class Notice attached as
13 Exhibit “A” to the Supplemental Declaration of Mehrdad Bokhour.

14

15 6. The Court directs the mailing of the Class Notice by first-class mail to the
16 Settlement Class members in accordance with the schedule and procedures set forth in the
17 Settlement Agreement. The Court finds that the dissemination of the Class Notice set forth in the
18 Settlement Agreement complies with the requirements of due process of law, and appears to be the
19 best notice practicable under the circumstances.

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21 7. The Court hereby preliminarily approves the definition and disposition of the Gross
22 Settlement Amount of \$175,000, which is inclusive of payment of attorneys’ fees not to exceed
23 \$58,333.33 which is approximately 33.33% of the Settlement Amount, costs not to exceed
24 \$12,000, incentive award not to exceed \$5,000.00 to the named Plaintiff, PAGA penalties of
25 \$5,000 (of which 75% or \$3,750 will be paid to the LWDA and 25% or \$1,250 will be paid to
26 participating class members) and cost of administration not to exceed \$10,000. Defendant shall
27 pay the employer’s share of payroll taxes on the portion of the Maximum Settlement Amount
28 payable to Participating Class Members as wages, in addition to the Maximum Settlement

1 Amount.

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3 8. The Court confirms Phoenix Settlement Administrator as the Claims Administrator,
4 and payment of administrative costs, not to exceed \$10,000, out of the Maximum Settlement
5 Amount for services to be rendered by Phoenix on behalf of the Class. The Claims Administrator
6 shall prepare and submit to Class Counsel and Defendant’s Counsel a declaration attesting to the
7 completion of the notice process as set forth in the Settlement Agreement, including an
8 explanation of efforts to resend any Class Notice returned undeliverable and the total number of
9 opt-outs and objections received before and after the deadline.

10

11 9. The Court directs Defendant to provide the Claims Administrator with the “Class
12 List” for Class Members providing the following information: (1) names; (2) last known home
13 address and telephone numbers; (3) dates of employment; and (4) social security number.
14 Defendant shall provide the “Class List” as referenced herein, to the Claims Administrator in
15 accordance with the procedure and deadlines set forth in the Settlement Agreement, by **October 1,**
16 **2020.**

17

18 10. The Claims Administrator shall use the National Change of Address database (U.S.
19 Postal Service) to check for updated addresses for Class Members and shall then mail, via first
20 class U.S. mail, the Class Notice to Class Members as approved in paragraph 5 herein, in
21 accordance with the procedure and deadlines set forth in the Settlement Agreement, by **October 8,**
22 **2020.**

23

24 11. The deadline by which Settlement Class members may dispute the number of
25 workweeks, opt-out or object shall be forty-five (45) days from the date of mailing of the Class
26 Notice or by **November 22, 2020.** Any Class Member who desires to be excluded from the
27 Settlement must timely mail or fax his or her written request for exclusion in accordance with the
28 Class Notice. All such persons who properly and timely exclude themselves from the Settlement

1 shall not be class participants, and shall have no rights with respect to the settlement, no interest in
2 the settlement proceeds, and no standing to object to the proposed settlement.

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4 12. The deadline for filing objections to any of the terms of the Settlement shall be
5 forty-five (45) days from the date of mailing of the Class Notice or by **November 22, 2020**. Any
6 Class Member who wishes to object to the Settlement must serve a written objection on the
7 Claims Administrator, who will email a copy of the objection to Class Counsel and counsel for
8 Defendant. Class Counsel will lodge a copy of the objection with the Court. The objection must
9 set forth, in a clear and concise manner, the factual and legal basis for the objection. Any Class
10 Member who fails to make his or her objection in the manner provided for in this Order shall be
11 deemed to have waived such objection and shall forever be foreclosed from making any objection
12 to or appeal of the fairness, reasonableness or adequacy of the Settlement as incorporated in the
13 Settlement Agreement, or to the award of attorneys' fees, costs, or incentive award to class
14 representative.

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16 13. All papers filed in support of Final Approval, including supporting documents for
17 attorneys' fees and costs shall be filed on **November 20, 2020**.

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19 14. Class Counsel and Counsel for Defendant shall file any responses to any written
20 objections submitted to the Court in accordance with the time frame set forth in the Settlement
21 Agreement.

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23 15. A final approval hearing shall be held with the Court on **December 18, 2020**, at
24 **8:20 a.m.**, in Department "20" at 800 South Victoria Avenue, Ventura, California 93009 to
25 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
26 finally approved by the Court; (2) the amount of attorneys' fees and costs to award Class Counsel;
27 and (3) the amount of incentive award to the Class Representative.

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1 16. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of the commencement of the Action.
5 The Parties will be free to assert any claim or defense that could have been asserted at the outset of
6 the Action.

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8 **IT IS SO ORDERED.**

9 DATED: _____, 2020

HONORABLE MATTHEW P. GUASCO

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