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

APR 02 2021

BY 
JESSICA MORALES, DEPUTY

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 MARTHA CUEVAS, on behalf of herself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 ACTION EMBROIDERY CORP., a California
21 Corporation; and DOES 1 through 20,
22 inclusive;

23 Defendants.

CASE NO.: CIVDS2012230

Assigned to Hon. David Cohn

CLASS ACTION

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

HEARING DATE

Date: April 2, 2021
Time: 10:00 a.m.
Dept.: S26

1 On April 2, 2021, the Honorable David Cohn considered Plaintiff Martha Cuevas'
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement Agreement ("Plaintiff's
3 Motion"), the Declarations of Mehrdad Bokhour, Jonathan Melmed, Martha Cuevas in Support of
4 Plaintiff's Motion, the Class Action Settlement Agreement ("Settlement Agreement" and/or
5 "Settlement"), and the Notice of Class Action Settlement ("Class Notice") and any other documents
6 submitted in support of Plaintiff's Motion.

7 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. appeared for and on behalf of Plaintiff
8 and the Putative Class; Tristan A. Mullin, Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC, appeared
9 on behalf of Defendant, Action Embroidery Corp. ("Defendant"); and there were no other
10 appearances.

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

13 **IT IS HEREBY ORDERED THAT:**

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

17 2. For settlement purpose only, the Court certifies the following Settlement Class: all
18 hourly non-exempt employees employed by Defendant from May 29, 2016 through May 29, 2020.

19 3. The Court preliminarily appoints the named Plaintiff, Martha Cuevas as the Class
20 Representative and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Jonathan Melmed, Esq.
21 of Melmed Law Group P.C. as Class Counsel.

22 4. The Court hereby preliminarily approves the proposed Settlement based upon the
23 terms and conditions set forth in the Settlement Agreement. The Court finds on a preliminary basis
24 that the Settlement appears to be within the range of reasonableness of settlement that could
25 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that
26 the Settlement Amount is fair, adequate, and reasonable as to all potential Settlement Class Members
27 when balanced against the probable outcome of further litigation relating to liability and damages
28 issues. It further appears that extensive and costly investigation and research has been conducted

1 such that counsel for the Parties at this time are reasonably able to evaluate their respective positions.
2 It further appears to the Court that the Settlement at this time will avoid substantial additional costs
3 by all Parties, as well as the delay and risks that would be presented by the further prosecution of the
4 Action. It further appears that the Settlement has been reached as the result of intensive, non-
5 collusive, arms-length negotiations utilizing an experienced mediator.

6 5. The Court approves, as to form and content, the proposed Notice Packet attached as
7 Exhibit "A" to the Settlement Agreement.

8 6. The Court finds that the dissemination of the Notice Packet set forth in the Settlement
9 Agreement complies with the requirements of due process of law and appears to be the best notice
10 practicable under the circumstances.

11 7. The Court hereby preliminarily approves the Settlement Amount of \$200,000, which
12 is inclusive of payment of attorneys' fees not to exceed \$60,000.00, costs not to exceed \$5,000.00, a
13 Service Award not to exceed \$5,000.00 to the named Plaintiff, PAGA penalties of \$1,000.00 (of
14 which 75% or \$750.00 will be paid to the LWDA and 25% or \$250.00 will be paid to Participating
15 Class Members); and Settlement Administration Costs not to exceed \$5,000.00. Defendant shall pay
16 the employer's share of payroll taxes on the portion of the Settlement Amount payable to Participating
17 Class Members as wages, separately, and in addition to the Settlement Amount.

18 8. The Court confirms Phoenix Settlement Administrators as the Settlement
19 Administrator, and payment of Settlement Administration Costs, not to exceed \$5,000.00 out of the
20 Settlement Amount for services to be rendered by Phoenix on behalf of the Settlement Class. The
21 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
22 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
23 including an explanation of efforts to resend any Notice Packet returned as undeliverable and the total
24 number of 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 Settlement Class Members providing the following information: (1) full names; (2) last
27 known addresses; (3) Social Security numbers; (4) telephone numbers; and (5) the total Weeks
28 Worked during the Class Period for each Settlement Class Member. Defendant shall provide the

1 "Class Data" as referenced herein to the Settlement Administrator within fourteen (14) days after
2 entry of the Preliminary Approval Order.

3 10. The deadline by which Settlement Class Members may dispute the number of Weeks
4 Worked, opt-out or object shall be forty-five (45) days from the date of mailing of the Notice Packet.
5 Any Settlement Class Member who desires to be excluded from the Settlement must timely mail or
6 fax his or her written Request for Exclusion in accordance with the Notice Packet. All such persons
7 who properly and timely exclude themselves from the Settlement shall not be class participants and
8 shall have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no
9 standing to object to the proposed Settlement.

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

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

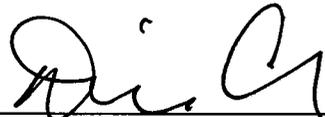
23 13. A final approval hearing shall be held with the Court on 7th 7/29/20 at 10:00
24 a.m./p.m., in Department S26 at 247 W. 3rd St., San Bernardino, CA 92415 to determine (1) whether
25 the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court;
26 (2) the amount of attorneys' fees and costs to award Class Counsel; and (3) the amount of the Service
27 Award to the Class Representative.

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

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IT IS SO ORDERED.

DATED: 4/2, 2021



HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT