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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 MARIA PORTILLO HERNANDEZ, on behalf
13 of herself and all others similarly situated,

14 Plaintiff,
15 v.

16 ERMC AVIATION, LLC., a Delaware
17 Corporation; ERMC FACILITY SERVICES
18 LLC, a Delaware Corporation; and DOES 1-50,
19 inclusive.

20 Defendants.
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FILED
Superior Court of California
County of Los Angeles
10/31/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

CASE NO.: 21STCV30267

Assigned to the Hon. Kenneth R. Freeman

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

HEARING INFO

Date: August 27, 2024

Time: 11:00 a.m.

Dept.: 14

1 On August 27, 2024, the Honorable Kenneth R. Freeman considered Plaintiff Maria Portillo
2 Hernandez’s (“Plaintiff”) Renewed Motion for Preliminary Approval of Class Action Settlement
3 (“Plaintiff’s Motion”), the Declarations of Mehrdad Bokhour , Jonathan Melmed, and Maria Portillo
4 Hernandez in Support of Plaintiff’s Motion, the Amended Class Action and PAGA Settlement
5 Agreement (“Agreement”), and the Notice of Class Action Settlement (“Class Notice”) and any other
6 documents submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s Motion, the
7 accompanying declarations in support thereof, and all supporting legal authorities and documents,
8 the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Agreement, attached as
11 Exhibit “A” to the Declaration of Mehrdad Bokhour, and all terms defined therein shall have the same
12 meaning in this Order as set forth in the Agreement.

13 2. For settlement purposes only, the Court certifies the following Settlement Class: all
14 persons who were employed by Defendant in California in non-exempt, hourly paid positions at any
15 time during the Class Period (November 1, 2020, to June 30, 2024.).

16 3. The Court preliminarily appoints the named Plaintiff Maria Portillo Hernandez as the
17 Class Representative and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Jonathan
18 Melmed, Esq. of Melmed Law Group, 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 Agreement. The Court finds that on a preliminary basis that the Settlement
21 appears to be within the range of reasonableness of a settlement that could ultimately be given final
22 approval by the Court. It appears to the Court on a preliminary basis that the Gross Settlement
23 Amount is fair, adequate, and reasonable as to all potential Class Members when balanced against
24 the probable outcome of further litigation relating to liability and damages issues. It further appears
25 that extensive and costly investigation and research have been conducted such that counsel for the
26 parties at this time are reasonably able to evaluate their respective positions. It further appears to the
27 Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as
28 the delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the Settlement has been reached as the result of intensive, non-collusive, arms-length negotiations
2 utilizing an experienced mediator.

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

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

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$2,441,992, which is inclusive of the payment of the Class Counsel Fees
11 Payment not to exceed \$813,997.33, the Class Counsel Litigation Expenses Payment not to exceed
12 \$25,000, the Class Representative Service Payment not to exceed \$10,000 to the named Plaintiff,
13 PAGA penalties of \$100,000.00 (of which 75% or \$75,000.00 will be paid to the LWDA and 25% or
14 \$25,000 will be paid to Aggrieved Employees); and the Administration Expenses Payment not to
15 exceed \$20,000. Defendant shall pay the employer’s share of payroll taxes on the portion of the
16 Gross Settlement Amount payable to Settlement Class Members as wages, separately, and in addition
17 to the Gross Settlement Amount.

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

25 9. The Court directs Defendant to provide the Settlement Administrator with the “Class
26 Data” for Class Members providing the following information: (1) full names; (2) last known
27 addresses; (3) Social Security numbers; (4) telephone numbers; and (5) the dates of employment
28 and/or total Workweeks during the Class Period for each 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 Settlement Administrator shall use the National Change of Address database (U.S.
4 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
5 U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein.

6 11. The deadline by which Class Members may dispute the number of Workweeks, opt-
7 out, or object shall be sixty (60) days from the date of mailing of the Class Notice. Any Class Member
8 who desires to be excluded from the Settlement must timely mail or fax his or her written Request
9 for Exclusion in accordance with the Class Notice. All such persons who properly and timely exclude
10 themselves from the Settlement shall not be Settlement Class Members and shall have no rights with
11 respect to the Settlement, no interest in the Settlement proceeds, and no standing to object to the
12 proposed Settlement.

13 12. The deadline for filing objections to any of the terms of the Settlement shall be sixty
14 (60) days from the date of mailing of the Class Notice. Any Class Member who wishes to object to
15 the Settlement must serve a written objection to the Settlement Administrator, who will email a copy
16 of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge a copy of the
17 objection with the Court. The objection must set forth, in a clear and concise manner, the factual and
18 legal basis for the objection. Any Class Member who fails to make his or her objection in the manner
19 provided for in the Class Notice and this Order shall be deemed to have waived such objection and
20 shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness or
21 adequacy of the Settlement as incorporated in the Agreement, or to the award of the Class Counsel
22 Fees Payment, the Class Counsel Litigation Expenses Payment, , or the Class Representative Service
23 Payment to the Class Representative.

24 13. All papers filed in support of Final Approval, including supporting documents for
25 attorneys’ fees and costs shall be filed by € €€ €€€ .

26 14. Class Counsel and counsel for Defendant shall file any responses to any written
27 objections submitted to the Court in accordance with the time frame set forth in the Agreement.

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1 15. A final approval hearing shall be held with the Court on 10/31/2024, at 10:00
2 a.m./p.m., in Department “14” at 312 North Spring Street, Los Angeles City, CA 90012 to determine
3 (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved
4 by the Court; (2) the amount of Class Counsel Fees Payment and Class Counsel Litigation Expenses
5 Payment to award Class Counsel; and (3) the amount of the Class Representative Service Payment to
6 the Class Representative.

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

12 **IT IS SO ORDERED.**

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14 DATED: 10/31/2024, ~~2024~~



A handwritten signature in black ink, appearing to read 'K. Freeman'.

HONORABLE KENNETH R. FREEMAN
Kenneth R. Freeman / Judge

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