

1 The Honorable Kenneth R. Freeman considered Plaintiff David Castillo’s (“Plaintiff”) Motion
2 for Preliminary Approval of Class Action Settlement (“Plaintiff’s Motion”), the Declarations of
3 Mehrdad Bokhour, Joshua Falakassa and David Castillo in Support of Plaintiff’s Motion, the Class
4 Action and PAGA Settlement Agreement and any amendments thereto (“Settlement Agreement”
5 and/or “Settlement”), and Notice of Class Action Settlement (“Class Notice”) and any other
6 documents submitted in support of Plaintiff’s Motion.

7 Having considered Plaintiff’s Motion, the accompanying declarations in support thereof, and
8 all supporting legal authorities and documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

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

13 2. For settlement purposes only, the Court certifies the following Settlement Class: all
14 persons employed by Defendant in California in non-exempt, hourly-paid positions at any time from
15 March 14, 2018, to May 29, 2023, including current and former employees.

16 3. The Court preliminarily appoints the named Plaintiff, David Casatillo, as the Class
17 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq.
18 of Falakassa Law P.C., as Class Counsel.

19 4. The Court hereby preliminarily approves the proposed class action settlement and
20 settlement of PAGA claims upon the terms and conditions set forth in the Settlement Agreement.
21 The Court finds that on a preliminary basis that the Settlement appears to be within the range of
22 reasonableness of settlement that could ultimately be given final approval by the Court. It appears to
23 the Court on a preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all
24 potential Settlement Class Members when balanced against the probable outcome of further litigation
25 relating to liability and damages issues. It further appears that extensive and costly investigation and
26 research has been conducted such that counsel for the Parties at this time are reasonably able to
27 evaluate their respective positions. It further appears to the Court that the Settlement at this time will
28 avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented

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

3 5. The Court approves, as to form and content, the proposed Notice attached as **Exhibit**
4 **“B”** to the Declaration of Mehrdad Bokhour.

5 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
6 Class members no later than as set forth in the Settlement Agreement. The Court finds that the
7 dissemination of the Notice Packet set forth in the Settlement Agreement complies with the
8 requirements of due process of law and appears to be the best notice practicable under the
9 circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the gross
11 Settlement Amount of \$270,000, which is inclusive of payment of Attorneys’ Fees not to exceed
12 \$90,000, which is one-third of the Settlement Amount, Costs not to exceed \$20,000, Service Award
13 not to exceed \$10,000 to Plaintiff, PAGA civil penalties of \$10,000 (of which 75% or \$7,500 will be
14 paid to the Labor and Workforce Development Agency and 25% or \$2,500 will be paid to
15 Participating Class Members) and Settlement Administration Costs not to exceed \$7,500. Defendant
16 shall pay the employer’s share of payroll taxes on the portion of the Settlement Amount payable to
17 Participating Class Members as wages, in addition to the Settlement Amount.

18 8. The Court confirms CPT Group, Inc. as the Settlement Administrator, and payment of
19 Settlement Administration Costs, not to exceed \$7,500.00, out of the Settlement Amount for services
20 to be rendered by CPT Group on behalf of the Settlement Class. The Settlement Administrator shall
21 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 Settlement Agreement, including an explanation
23 of efforts to resend any Notice Packet returned undeliverable and the total number of opt-outs and
24 objections 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 and telephone numbers; (3) the number of Workweeks (as defined in the Settlement
28 Agreement) as non-exempt employees of Defendant in California during the Class and PAGA

1 Periods; and (4) Social Security numbers. Defendant shall provide the “Class Data” as referenced
2 herein to the Settlement Administrator as set forth in the Settlement Agreement, including within
3 15 days of service of the notice of entry of this Order.

4 10. The Settlement Administrator shall use the National Change of Address database (U.S.
5 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
6 first class U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein.

7 11. The deadline by which Settlement Class Members may dispute the number of
8 Workweeks worked or opt-out of the Settlement Class shall be sixty (60) days from the date of
9 mailing of the Notice Packet, except as extended by an additional fourteen (14) days for re-mailed
10 Class Notices. Any Settlement Class Member who desires to be excluded from the Settlement must
11 timely mail his or her written request for exclusion in accordance with the Notice Packet. All such
12 persons who properly and timely exclude themselves from the Settlement shall not be class
13 participants and shall have no rights with respect to the Settlement, no interest in the Settlement
14 proceeds, and no standing to object to the proposed Settlement.

15 12. The deadline for filing objections to any of the terms of the Settlement shall be sixty
16 (60) days from the date of mailing of the Notice Packet except as extended by an additional
17 fourteen (14) days for re-mailed Class Notices. Any Settlement Class Member who wishes to object
18 to the Settlement may mail, email or fax a written objection to the Settlement Administrator, who
19 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
20 lodge a copy of the objection with the Court. The objection must set forth, in a clear and concise
21 manner, the factual and legal basis for the objection. In the alternative, Settlement Class Members
22 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
23 Approval hearing.

24 13. All papers filed in support of Final Approval, including supporting documents for
25 Attorneys’ Fees and Costs shall be filed 16 court days before Final Approval hearing.

26 14. Class Counsel and Counsel for Defendant shall file any responses to any written
27 objections submitted to the Court no later than five (5) court days before the Final Approval hearing.

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1 15. A final approval hearing shall be held with the Court on Tue @ 10:00 AM at FFICE
 2 a.m./p.m. in Department “14” at 312 North Spring Street, Los Angeles, California 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 Attorneys’ Fees and Costs to award Class Counsel; (3) the amount of
 5 the Service Awards to the Class Representatives; and (4) other matters concerning final approval,
 6 including the disposition of any unpaid amounts to the agreed upon *cy pres* beneficiary

7 16. An implementation schedule is below:

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	<i>[15 calendar days after service of notice of entry of Order granting Preliminary Approval or by August 24, 2024]</i>
Settlement Administrator to mail the Notice Packet to the Settlement Class no later than:	<i>[14 calendar days after receipt of Class Data or by September 7, 2024]</i>
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	<i>[60 calendar days after the date of mailing of the Class Notice or by November 6, 2024, or by November 20, 2024 for class members whose Class Notice is remailed]</i>
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	<i>[16 court days before the hearing on Motion for Final Approval of Settlement]</i>
Hearing on Motion for Final Approval of Settlement	<u>FFICE</u>

28 If any of the dates in this implementation schedule falls on a weekend, legal, or court holiday,

1 the time to act shall be extended to the next business day.

2 17. Pending the Final Approval hearing, all proceedings in this action, other than
3 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
4 Order, are stayed.

5 18. In the event the Settlement does not become effective in accordance with the terms of
6 the Settlement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
7 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
8 Parties shall revert to their respective positions as of the commencement of the Action. The Parties
9 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.



A handwritten signature in black ink, appearing to read "K. Freeman", is written over a horizontal line.

DATED: CE * ~ • 06J, 2024

Kenneth R. Freeman / Judge

THE HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On July 30, 2024, I served the following document(s) described as: **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by uploading true copies to the address as follows:

Ellen Connelly Cohen, Esq.
ecohen@calljensen.com
John Egley, Esq.
jegley@calljensen.com
CALL & JENSEN, APC
610 Newport Center Drive, #700
Newport Beach, California 92660

Counsel for defendant KW International, Inc.

BY ELECTRONIC SERVICE (via electronic filing service provider): I caused the document(s) to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service governing the matter entitled *David Castillo et al. v. KW International, Inc., et al.*, Case No. 22STCV08958, mandating electronic service. The transmission was reported as complete and without error to the addressees as stated on the above service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 30, 2024 at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia