

FILED
ALAMEDA COUNTY

AUG 30 2021

CLERK OF THE SUPERIOR COURT
By: *[Signature]* Deputy



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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

OSCAR ESTRADA & PABLO CALDERON,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

HHM FACILITY MANAGEMENT, LLC., a
California Limited Liability corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: RG20078429

Assigned to the Hon. Brad Seligman

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

HEARING INFO

Date: August 31, 2021

Time: 3:00 p.m.

Dept.: 23

RES: R-2271744

1 On August 31, 2021, the Honorable Brad Seligman considered Plaintiffs Oscar Estrada and
2 Pablo Calderon's (collectively "Plaintiffs") Motion for Preliminary Approval of Class Action
3 Settlement ("Plaintiffs' Motion"), the Declarations of Mehrdad Bokhour, Oscar Estrada, and Pablo
4 Calderon in Support of Plaintiffs' Motion, the Amended Class Action and PAGA Settlement
5 Agreement and Release of Claims ("Settlement Agreement" and/or "Settlement"), and the Notice of
6 Class Action Settlement ("Notice Packet") and any other documents submitted in support of
7 Plaintiffs' Motion.

8 Having considered Plaintiffs' Motion, the accompanying declarations in support thereof, and
9 all supporting legal authorities and documents, the Court ordered as follows:

10 **IT IS HEREBY ORDERED THAT:**

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

14 2. For settlement purpose only, the Court certifies the following Settlement Class: all
15 current and former non-exempt employees, and those persons who claim they were misclassified as
16 exempt employees by Defendant, from October 19, 2016, through August 1, 2021.

17 3. The Court preliminarily appoints the named Plaintiffs, Oscar Estrada and Pablo
18 Calderon, as Class Representatives and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua
19 S. Falakassa, Esq. of Falakassa Law, P.C., and Marcus J. Bradley of Bradley/Grombacher LLP as
20 Class Counsel.

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

1 Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as
2 the delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the Settlement has been reached as the result of intensive, non-collusive, arms-length negotiations
4 utilizing an experienced mediator.

5 5. The Court approves, as to form and content, the proposed Notice Packet attached as
6 Exhibit "B" to the Declaration of Mehrdad Bokhour.

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

11 7. The Court hereby preliminarily approves the definition and disposition of the
12 Settlement Amount of \$500,000, which is inclusive of the payment of attorneys' fees not to exceed
13 \$166,666.66, costs not to exceed \$20,000, a Service Award not to exceed \$7,500 to each named
14 Plaintiff, PAGA penalties of \$50,000 (of which 75% or \$37,500 will be paid to the California Labor
15 and Workforce Development Agency ("LWDA") and 25% or \$12,500 will be paid to Settlement
16 Class Members); and Settlement Administration Costs not to exceed \$5,000. Defendant shall pay the
17 employer's share of payroll taxes on the portion of the Settlement Amount payable to Settlement
18 Class Members as wages, separately, and in addition to the Settlement Amount.

19 8. The Court confirms Simpluris as the Settlement Administrator, and payment of
20 Settlement Administration Costs, not to exceed \$5,000 out of the Settlement Amount for services to
21 be rendered by Simpluris on behalf of the Class. The Settlement Administrator shall prepare and
22 submit to Class Counsel and Defendant's Counsel a declaration attesting to the completion of the
23 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
24 any Notice Packet returned as undeliverable and the total number of opt-outs and objections received
25 before and after the deadline.

26 9. The Court directs Defendant to work diligently and in good faith to compile from its
27 records and provide the Settlement Administrator with the "Class Data" – as defined in paragraph 6
28 of the incorporated Settlement Agreement--for Class Members, in a format to be provided by the

1 Settlement Administrator ,which will consist of the following information: full names; last known
2 addresses; telephone numbers; Social Security Numbers; and dates of employment and/or number of
3 Workweeks Worked as non-exempt employees of Defendant during the Class Period and the PAGA
4 Period for each Settlement Class Member. Defendant shall provide the "Class Data" as referenced
5 herein to the Settlement Administrator within fifteen (15) days after entry of the Preliminary Approval
6 Order.

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

10 11. The deadline by which Class Members may dispute the number of Compensable
11 Workweeks, opt-out or object shall be forty-five (45) days from the date of mailing of the Notice
12 Packet. Any Class Member who desires to be excluded from the Settlement must timely mail or fax
13 his or her written Request for Exclusion in accordance with the Notice Packet. All such persons who
14 properly and timely exclude themselves from the Settlement shall not be Settlement Class Members
15 and shall have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no
16 standing to object to the proposed Settlement.

17 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
18 five (45) days from the date of mailing of the Notice Packet. Any Class Member who wishes to object
19 to the Settlement should serve a written objection on the Settlement Administrator, who will email a
20 copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge a copy
21 of the objection with the Court. The objection should set forth, in a clear and concise manner, the
22 factual and legal basis for the objection. Any Class Member also may appear and object at the final
23 approval hearing, even if the Class Member did not file a written objection. Any Class Member who
24 fails to make his or her objection in the manner provided for in this Order shall be deemed to have
25 waived such objection and shall forever be foreclosed from making any objection to or appeal of the
26 fairness, reasonableness or adequacy of the Settlement as incorporated in the Settlement Agreement,
27 or to the award of Attorneys' Fees and Costs, or Service Award to the Class Representative.

28

1 13. All papers filed in support of Final Approval, including supporting documents for
2 attorneys' fees and costs shall be filed by December 16, 2021.

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

6 15. A final approval hearing shall be held with the Court on January 11, 2022, at 3:00 p.m.
7 p.m., in Department "23" at 1221 Oak Street, 4th Floor, Oakland, California 94612 to determine (1)
8 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by
9 the Court; (2) the amount of Attorneys' Fees and Costs to award Class Counsel; and (3) the amount
10 of the Service Award to the Class Representative.

11 16. Class Members should contact the administrator for information as to whether the
12 hearing is live or remote, and if remote, may email the court clerk at dept23@alameda.courts.ca.gov
13 for information on how to appear remotely.

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

19 **IT IS SO ORDERED.**

20 DATED: 8/30, 2021



HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG20078429

Case Name: Estrada v. HHM Facility Management, LLC

RE: AMENDED ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 9/1/2021

Jhalisa Castaneda
Courtroom Clerk, Dept. 23

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