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14 on behalf of himself and all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO - COMPLEX**
17

18 TOBY BONNEAU and LAFAYETTE GRIFFIN,
19 on behalf of themselves and all others similarly
situated,

20 Plaintiffs,

21 v.

22 CALPORTLAND COMPANY, a California
23 corporation; and DOES 1 through 100, Inclusive
24 Defendants
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RECEIVED
February 25, 2025

F I L E D
Clerk of the Superior Court

AUG 01 2025

By: N. Calantoc, Deputy

CASE NO.: 37-2022-00037510-CU-OE-CTL
[Assigned for all purposes to the Hon. James A.
Mangione - Dept. "75"]

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

DATE: August 1, 2025
TIME: 9:00 a.m.
DEPT: 75

1 On August 1, 2025, the Honorable James A. Mangione considered plaintiffs TOBY
2 BONNEAU and LAFAYETTE GRIFFIN ("Plaintiffs") Motion for Preliminary Approval of Class and
3 PAGA Action Settlement and Provisional Class Certification for Settlement Purposes Only
4 ("Approval Motion"), Declarations of James A. De Sario, Esq., Larry W. Lee, William L. Marder,
5 Edward W. Choi, Dennis S. Hyun, Toby Bonneau and Lafayette Griffin in Support of Motion for
6 Preliminary Approval of Class and PAGA Action Settlement, the Joint Stipulation for Class and
7 PAGA Settlement ("Settlement Agreement"), Notice of Class Action Settlement ("Class Notice") and
8 the documents submitted in support of the Approval Motion. James A. De Sario, Esq. of The
9 Nourmand Law Firm, APC and Larry W. Lee of Diversity Law Group, P.C. appeared on behalf of
10 Plaintiffs and Plaintiff Class and Aaron Cole, Esq. of Ogletree, Deakins, Nash, Smoak & Stewart,
11 appeared on behalf of defendant, CALPORTLAND COMPANY ("Defendant").
12

13 Having considered the Approval Motion, supporting declarations, and all supporting legal
14 authorities and documents, the Court ordered as follows:
15

16 **IT IS HEREBY ORDERED THAT:**

17 1. This Order incorporated by reference the definitions in the Settlement
18 Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 2. For settlement purposes, Settlement Class means: All current and former
21 Hourly non-exempt employees of Defendant within California at any time during the period from
22 March 8, 2018 through May 31, 2024.

23 3. For settlement purposes, PAGA Group Members means: All current and former
24 Hourly non-exempt employees of Defendant within California at any time during the period from
25 May 14, 2020 through May 31, 2024.

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1 4. The Court preliminarily appoints Plaintiffs Toby Bonneau and Lafayette Griffin, as
2 Class Representatives and Michael Nourmand, Esq. and James A. De Sario, Esq. of The Nourmand
3 Law Firm, APC, Larry W. Lee, Esq. of Diversity Law Group, P.C., William L. Marder of Polaris Law
4 Group, Edward W. Choi of the Law Offices of Choi & Associates, PLC, and Dennis Hyun of Hyun
5 Legal, APC, as Class Counsel.

6 5. The Court hereby preliminarily approves the proposed class and PAGA settlement
7 upon the terms and conditions set forth in the Settlement Agreement. The Court finds that on a
8 preliminary basis that the Settlement appears to be within the range of reasonableness of settlement
9 that could ultimately be given final approval by the Court. It appears to the Court on a preliminary
10 basis that the Settlement amount is fair, adequate, and reasonable as to all potential Class Members
11 and PAGA Group Members when balanced against the probable outcome of further litigation relating
12 to liability and damages issues. It further appears that extensive and costly investigation and research
13 has been conducted such that counsel for the Parties at this time are reasonably able to evaluate their
14 respective positions. It further appears to the Court that the Settlement at this time will avoid
15 substantial additional costs by all Parties, as well as the delay and risks that would be presented by the
16 further prosecution of the Action. It further appears that the Settlement has been reached as the result
17 of intensive, non-collusive, arms-length negotiations utilizing an experienced third party neutral.
18

19 6. The Court approves, as to form and content, the proposed Class Notice attached
20 as EXHIBIT A to the Settlement Agreement.
21

22 7. The Court directs the mailing of the Class Notice by first-class mail to Class Members
23 and PAGA Group Members in accordance with the schedule and procedures set forth in the
24 Settlement Agreement. The Court finds that the dissemination of the Class Notice set forth in the
25 Settlement Agreement complies with the requirements of due process of law, and appears to be the
26 best notice practicable under the circumstances.
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1 8. The Court hereby preliminarily approves the definition and disposition of the
2 Gross Settlement Amount of \$7,500,000, which is inclusive of payment of Class Counsel Fees not to
3 exceed 35% of the Gross Settlement Amount or \$2,625,000 and Costs not to exceed \$50,000, Class
4 Representative Enhancement Payment of \$10,000 for each plaintiff or a total Class Representative
5 Enhancement Award not to exceed \$20,000, Claims Administration Expenses of no more than
6 \$18,500 and penalties for the PAGA Payment in the amount of \$50,000 of which 75% or \$37,500 will
7 be paid to the LWDA and 25% or \$12,500 will be paid to PAGA Group Members. Defendant will
8 pay the employer's share of payroll taxes in addition to the Gross Settlement Amount.
9

10 9. The Court confirms CPT Group, Inc. ("CPT") as the Claims Administrator, and
11 payment of Claims Administration Costs, not to exceed \$18,500, out of the Gross Settlement Amount
12 for services to be rendered by CPT on behalf of the Settlement Class. The Claims Administrator shall
13 prepare and submit to Class Counsel and Defendant's Counsel a declaration attesting to the
14 completion of the notice process as set forth in the Settlement Agreement, including an explanation of
15 efforts to resend any Class Notice returned undeliverable and the total number of opt-outs and
16 objections received before and after the deadline, pursuant to the terms of the Settlement Agreement.
17

18 10. The Court directs Defendant to provide the Claims Administrator with
19 the "Class List" for Class Members and PAGA Group Members, providing the following information
20 for each Class Member and/or PAGA Group Member: (1) names; (2) last known address; (3) total
21 number of Compensable Workweeks; (4) total number of pay periods during the PAGA Period; and
22 (5) social security number. Defendant shall provide the "Class List" as referenced herein to the
23 Claims Administrator pursuant to the terms of the Settlement Agreement by August 15, 2025
24 [within 14 calendar days after entry of the Preliminary Approval Order].
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11. The Claims Administrator shall use the National Change of Address database (U.S. Postal Service) to check for updated addresses for Class Members and PAGA Group Members and shall then mail, via first class U.S. mail, the Class Notice to Class Members and PAGA Group Members as approved in paragraph 6 herein, in accordance with the procedure and deadlines set forth in the Settlement Agreement by _____, 2025 [within 10 calendar days after CPT receives the Class List from Defendant].

12. The deadline by which Class Members may dispute the number of workweeks, opt-out or object shall be , 2025 [with 45 calendar days from the initial mailing of the Notice].

13. Any Class Member who desires to be excluded from the settlement must timely mail or fax his or her written request for exclusion in accordance with the Class Notice. All such persons who properly and timely exclude themselves from the settlement shall not be class participants, and shall have no rights with respect to the settlement, no interest in the settlement proceeds, and no standing to object to the proposed settlement. If the Court approves the compromise of the PAGA claim, Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

14. Any Class Member who desires to object to the settlement must do so in accordance with the Class Notice by the Response Deadline. Any Settlement Class Member who wishes to object to the settlement may serve a written objection on the Claims Administrator, who will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will lodge a copy of the written objection with the Court. The objection must set forth, in a clear and concise manner, the factual and legal basis for the objection.

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1 15. All papers filed in support of Final Approval, including supporting documents for
2 Attorneys' fees and costs shall be filed on Per code., 2025.

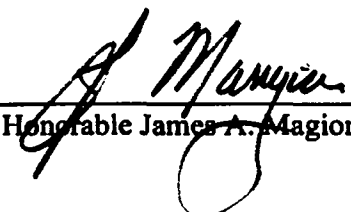
3 16. Class Counsel and Counsel for Defendant shall file any responses to any written
4 objections submitted to the Court pursuant to the terms of the Settlement Agreement.

5 17. A final approval hearing shall be held with the Court on February 13, 2025, at
6 9:00, am/p.m., in Department 75, of the above-entitled Court to determine (1) whether the
7 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2)
8 the amount of attorneys' fees and costs to award Class Counsel; and (3) the amount of incentive award
9 to the Class Representatives.

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

16 **IT IS SO ORDERED.**

17 DATED: 8-1-25, 2025

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22 Honorable James A. Magione
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