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LIZ ADRIANA CHAVEZ, and all other similarly situated persons

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SYNTHIA CASTILLO GARCIA, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KALAVERAS RC INC, a California
corporation, and DOES 1-20, inclusive,

Defendants.

Case No. CIVSB2315395
Assigned for All Purposes to:
Hon. Kevin Lee
Dept.: S-26

[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: April 24, 2026
Time: 8:30 a.m.
Dept.: S26

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Attorneys for Plaintiff ERIK NOLASCO, and all other similarly situated persons

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Preliminary
2 Approval of Class Action Settlement, and having heard argument on the motion, hereby finds
3 and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
5 attached as Exhibit 1 to the Declaration of Sepideh Ardestani in support of Plaintiffs' Motion
6 for Preliminary Approval of Class Action Settlement, filed on or about September 11, 2025, is
7 within the range of possible recovery and, subject to further consideration at the Final Approval
8 Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The
9 Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement
10 Agreement.

11 2. For purposes of settlement only, the Court provisionally and conditionally
12 certifies the following class: all non-exempt hourly employees employed by Defendants
13 Kalaveras RS Inc., Kalaveras-Cov Inc., Kalaveras Mon Inc., Kalaveras-MV Inc., Kalaveras-
14 NH Inc., Kalaveras SBO Inc., Kalaveras PD Inc., Kalaveras RC Inc., Kalaveras SL, Inc.,
15 Kalaveras BB Inc., Kalaveras LH Inc., Kalaveras SA Inc., Kalaveras CVSA, and Isaias
16 Ocampo Brito (collectively, "Defendants"), in the State of California at any time during the
17 Class Period (July 10, 2019 through May 25, 2025).

18 3. The Court finds the Settlement Class, consisting of approximately 2,010
19 members, is so numerous that joinder of all members is impracticable, and that the Settlement
20 Class is ascertainable by reference to the business records of Defendants.

21 4. The Court finds further there are questions of law and fact common to the entire
22 Settlement Class, which common questions predominate over any individualized questions of
23 law or fact. These common questions include, without limitation: (1) whether Defendants paid
24 Settlement Class Members for all hours worked, (2) whether Defendants provided all required
25 meal breaks; (3) whether Defendants provided all required rest breaks; (4) whether reimbursed
26 reasonable and necessary business expenses, (5) whether Defendants provided Settlement Class
27 Members with proper itemized wage statements; and (6) whether Defendants timely paid
28 Settlement Class Members all wages due upon separation of employment.

1 5. The Court finds further the claims of named Plaintiffs Synthia Castillo Garcia,
2 Gilbert Garcia, Liz Adriana Martinez Chavez, and Erik Nolasco are typical of the claims of the
3 Settlement Class, and that they will fairly and adequately protect the interests of the Settlement
4 Class. Accordingly, the Court appoints Synthia Castillo Garcia, Gilbert Garcia, Liz Adriana
5 Martinez Chavez, and Erik Nolasco as the Class Representatives, and appoints their counsel of
6 record, Verum Law Group, APC, Crosner Legal P.C., Law Offices of Todd M. Friedman, and
7 Assassi & Cruz Law Firm, PC, as Class Counsel.

8 6. The Court finds further that certification of the Settlement Class is superior to
9 other available means for the fair and efficient adjudication of the controversy.

10 7. The Court finds further that, in the present case, the proposed method of
11 providing notice of the Settlement to the Settlement Class via First Class U.S. Mail to each
12 Settlement Class Member's last known address, is reasonably calculated to notify the
13 Settlement Class Members of the proposed Settlement and provides the best notice possible
14 under the circumstances. The Court also finds the Notice of Class Action Settlement form is
15 sufficient to inform the Settlement Class Members of the terms of the Settlement and their
16 rights thereunder, including the right to object to the Settlement or any part thereof and the
17 procedure for doing so, their right to exclude themselves from the Settlement and the procedure
18 for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and
19 location of the Final Approval Hearing. The proposed Notice of Class Action Settlement
20 (Exhibit A hereto), and the procedure for providing Notice set forth in the Settlement
21 Agreement, are approved by the Court.

22 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
23 selection of Phoenix Settlement Administrators as the Settlement Administrator, and approves
24 its fees in amount not to exceed \$21,000. The Settlement Administrator is ordered to mail the
25 Class Notice to the Settlement Class Members, in both English and Spanish, via First-Class
26 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties
27 set forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all
28 terms of this Order and the Settlement Agreement, and particularly with respect to providing

1 the Settlement Administrator all information necessary to perform its duties under the
2 Settlement Agreement.

3 9. Any member of the Settlement Class who wishes to comment on or object to the
4 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
5 Class Counsel or any proposed representative enhancement to the Class Representative, shall
6 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments
7 and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and
8 Class Notice.

9 10. Any member of the Settlement Class who wishes to exclude themselves from
10 the Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his
11 or her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement
12 Agreement and Class Notice.

13 11. A Final Approval Hearing is hereby set for September 25, 2026, at 8:30 a.m. in
14 Department S26 of the San Bernardino County Superior Court, to consider any objections to
15 the Settlement, determine if the proposed Settlement should be found fair, adequate and
16 reasonable and given full and final approval by the Court, and to determine the amount of
17 attorney's fees and costs awarded to Class Counsel, the amount of any representative
18 enhancement award to the Class Representative, and to approve the fees and costs payable to
19 the Settlement Administrator. All legal memoranda, affidavits, declarations, or other evidence
20 in support of the request for final approval, the award of attorney's fees and costs to Class
21 Counsel, the enhancement award to the Class Representative, and the fees and costs of the
22 Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final
23 Approval Hearing. The Court reserves the right to continue the Final Approval Hearing
24 without further notice to the Settlement Class Members.

25 12. Provided he or she has not submitted a timely and valid Request for Exclusion,
26 any Settlement Class Member may appear, personally or through his or her own counsel, and
27 be heard at the Final Approval Hearing regardless of whether he or she has submitted a written
28 objection.

13. Under Code of Civil Procedure section 664.6, the Court shall retain jurisdiction over the parties to interpret, implement and enforce the Settlement.

IT IS SO ORDERED.

Dated: _____

Judge of the Superior Court