

FILED

02/18/2026

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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ZULMA HERNANDEZ, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

VENTURA TRANSIT SYSTEMS, INC., a
California Corporation; SHUTTLEBUS, a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 2023CUOE016545

Assigned to the Hon. Charmaine H. Buehner

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

HEARING INFO

Date: January 29, 2026

Time: 8:20 a.m.

Dept.: 44

1 This matter having come for hearing on January 29, 2026, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement (the “Settlement”). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 **GRANTS** final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All capitalized terms used in this Order shall have the same meaning as set forth in the
11 Settlement Agreement and Plaintiff’s Motion for Order Granting Final Approval of Class Action
12 Settlement. A copy of the Settlement is attached to the Declaration of Mehrdad Bokhour in Support
13 of Plaintiff’s Motion for Final Approval of Class Action and is made a part of this order.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement, and all exhibits thereto.

16 3. For settlement purposes only, the Court hereby finally certifies the Settlement Class,
17 as defined in the Settlement Agreement, consisting of: All individuals who are or were employed by
18 Defendant in California as non-exempt, hourly employees at any time between November 13, 2019,
19 through March 28, 2025.

20 4. For settlement purposes only, the Court further finds that Plaintiff also represents a
21 group of PAGA Members on behalf of the State of California pursuant to the California Labor Code
22 Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698–2699.5, consisting of:
23 All individuals who are or were employed by Defendant in California as non-exempt, hourly
24 employees at any time between November 13, 2022, through March 28, 2025.

25 5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
26 California Rules of Court, and solely for the purpose of effectuating the Settlement.

27 6. The Court finds that an ascertainable class of class members exists and a well-defined
28 community of interest exists on the questions of law and fact involved because in the context of the

1 Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the
2 Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
3 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interest of the Class Members.

5 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
6 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
7 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
8 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
9 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
10 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
11 Settlement. Sufficient period of time to respond and to act was provided by each of these procedures.
12 No Class Members filed a written objection to the Settlement as part of this notice process, no Class
13 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
14 and no Class Members submitted a request for exclusion.

15 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
19 and any other applicable law, and in the best interests of each of the Parties and Class Members.

20 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all 244 Participating Class Members.

22 10. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
25 their respective positions.

26 11. The Court also finds that the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
28 case. Additionally, after considering the monetary recovery provided as part of the Settlement in

1 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
2 significant relief for Class Members.

3 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
4 finding of the validity of any allegations or any wrongdoing by Defendant.

5 13. The Court appoints Plaintiff Zulma Hernandez as Class Representative and finds her
6 to be adequate.

7 14. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
8 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
9 and well-versed in class action litigation.

10 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$530,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
12 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
13 Agreement, subject to this order.

14 16. The Court approves the following allocations, which fall within the ranges stipulated
15 by and through the Settlement Agreement:

16 A. The Court awards \$5,650.00 to ILYM Group, Inc., the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court
18 grants final approval and orders the Settlement Administrator to pay this
19 amount in accordance with the Agreement.

20 B. The Court awards \$150,000 to Class Counsel as attorneys' fees and finds this
21 amount to be fair and reasonable in light of the benefit obtained for the Class.
22 The Court grants final approval of, awards, and orders that the Class Counsel
23 fees be paid in accordance with the Settlement Agreement.

24 C. The Court awards \$15,651.01 to the Bokhour Law Group, P.C. in litigation
25 costs, an amount which the Court finds to be reflective of the reasonable costs
26 incurred. The Court grants final approval of and orders the Class Counsel
27 litigation expenses payment in this amount to be made in accordance with the
28 Settlement Agreement.

1 D. The Court awards \$10,000 to the class representative as a Service Award
2 requested by Plaintiff and finds this amount to be fair and reasonable. The
3 Court grants final approval and orders that the class representative Service
4 Award be made in accordance with the Settlement Agreement.

5 E. The Court approves the \$10,000 allocation for penalties under the Labor Code
6 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$7,500)
7 to be paid to the California Labor and Workforce Development Agency in
8 accordance with the terms of the Settlement Agreement and the remainder to
9 the Class.

10 17. The Court orders the Parties to comply with and carry out all terms and provisions of
11 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
12 provisions of this order shall take precedence and supersede the Settlement.

13 18. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
14 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
15 in this case if the Settlement fails to become final or effective, or in any other case, without limitation.

16 19. The Settlement shall bind all 244 Participating Class Members and this order,
17 including the release of claims as set forth in the Settlement Agreement.

18 20. The Parties shall bear their own respective attorneys' fees and costs except as
19 otherwise provided in this order and the Settlement Agreement.

20 21. All checks mailed to the Class Members must be cashed within one hundred and eighty
21 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
22 Settlement Administrator shall transmit the uncashed checks to the California Controller's Unclaimed
23 Property Fund in the name of the Class Member.

24 22. Within 10 days of this order, the Settlement Administrator shall give notice of
25 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
26 posting a copy of this order and final judgment on its website.

27 23. The Court sets January 21, 2027, at 8:30 a.m. as the compliance hearing date. The
28 Parties shall submit a report no later than 5 court days before the hearing.

1 24. The Court retains continuing jurisdiction over the Action and the Settlement, including
2 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
3 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

5 25. This final judgment is intended to be a final disposition of the above-captioned action
6 in its entirety and is intended to be immediately appealable. This final judgment resolves and
7 extinguishes all claims released by the Settlement Agreement against Defendants and the Released
8 Parties as set forth in the Agreement.

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10 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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12 DATED: 01/31/2026, 2025



HONORABLE CHARMAINE H. BUEHNER

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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 action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On January 29, 2026, I served the following document(s) described as **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action:

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Counsel for defendant
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Counsel for defendant
VENTURA TRANSIT SYSTEM, INC.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on January 29, 2026, at Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia