

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (SBN 287811)
2 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
3 *vedang@tomorrowlaw.com*
8484 Wilshire Boulevard, Suite 500
4 Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705
5

FILED
Superior Court of California
County of Los Angeles
08/01/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

6 Attorneys for Plaintiff, ROBERTO RUIZ,
on behalf of himself and all others similarly situated
7 and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 ROBERTO RUIZ, on behalf of himself and all
others similarly situated and aggrieved,
11
Plaintiff,

CASE NO.: 21STCV07001
[Assigned to the Hon. Stuart M. Rice, in Dept.
1]

12
13 v.

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

14 PROTECH DELIVERY AND
15 INSTALLATION, and T.J.S. ENTERPRISES,
INC.
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Defendants
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1 This Court, having considered the Motion of plaintiff Roberto Ruiz (“Plaintiff”) for Preliminary
2 Approval of the Class and Representative Action Settlement and Provisional Class Certification for
3 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D.
4 Bibiyan, Vedang J. Patel, Plaintiff, Jodey Lawrence, Class and PAGA Settlement Agreement (the
5 “Settlement Agreement”), the Notice of Proposed Class Action Settlement and Date for Final
6 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
7 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

8 1. The definitions set out in the Settlement Agreement are incorporated by reference
9 into this Order; all terms defined therein shall have the same meaning in this Order.

10 2. The Court certifies the following settlement class for the purpose of settlement only:
11 all persons employed by Protech Delivery and Installation (“Protech”), and classified as a non-
12 exempt, hourly-paid employee who worked for Protech, during the period from February 23, 2017
13 through August 20, 2022 (“Class Period”) in California.

14 3. The Court preliminarily appoints named plaintiff Roberto Ruiz as Class
15 Representative, and David D. Bibiyan of Bibiyan Law Group, P.C., as Class Counsel.

16 4. The Court preliminarily approves the proposed class settlement upon the terms and
17 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
18 settlement appears to be within the range of reasonableness of settlement that could ultimately be
19 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
20 amount is fair, adequate and reasonable as to all potential class members when balanced against the
21 probable outcome of further litigation relating to liability and damages issues. It further appears that
22 extensive and costly investigation and research has been conducted such that counsel for the parties
23 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
24 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
25 delay and risks that would be presented by the further prosecution of the Action. It further appears
26 that the settlement has been reached as the result of intensive, non-collusive and arms-length
27 negotiations utilizing an experienced third-party neutral.

28 5. The Court approves, as to form and content, the Class Notice that has been submitted

1 herewith.

2 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
3 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
4 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the
5 requirements of law and appears to be the best notice practicable under the circumstances.

6 7. The Court hereby preliminarily approves the definition and disposition of the Gross
7 Settlement Amount of \$420,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
8 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
9 Agreement, amounts to \$147,000.00, in addition to actual costs incurred of up to \$25,000.00; service
10 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,500.00;
11 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$10,000.00, of
12 which \$7,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
13 and \$2,500.00 to "Aggrieved Employees," defined as a person employed by Protech in California
14 and classified as a non-exempt, hourly-paid employee who worked for Protech during the period
15 from August 4, 2020 through the end of the Class Period ("PAGA Period").

16 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
17 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

18 9. Defendants shall pay the Gross Settlement Amount and the amounts necessary to
19 fully pay Defendants' share of payroll taxes by transmitting the funds to the Settlement
20 Administrator within thirty (30) calendar days of the Court granting final approval of this
21 Settlement.

22 10. Class Member's "Workweek" means any week during which a Class Member was
23 employed by and worked for Protech in a non-exempt, hourly position during the Class Period in
24 California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

25 11. The settlement is based Defendants' representation that as of the date of the
26 mediation they reasonably believed there were no more than 12,000 Workweeks worked during the
27 Class Period. In the event the number of Workweeks worked by Class Members during the Class
28 Period increases by more than 10%, or 1,200 Workweeks, then the Gross Settlement Amount shall

1 be increased proportionally by the Workweeks in excess of 13,200 Workweeks multiplied by the
2 Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon
3 Gross Settlement Amount (\$420,000.00) by 12,000, which amounts to a Workweek Value of
4 \$35.00. Thus, for example, should there be 14,000 Workweeks in the Class Period, then the Gross
5 Settlement Amount shall be increased by \$28,000.00. ((14,000 Workweeks – 13,200 Workweeks)
6 x \$35.00 per Workweek.).

7 12. The Court deems Phoenix Settlement Administrators (“Phoenix”) as the Settlement
8 Administrator, and payment of administrative costs, not to exceed \$7,500.00 out of the Gross
9 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

10 13. The Settlement Administrator shall prepare and submit to Class Counsel and
11 Defendants’ Counsel a declaration attesting to the completion of the notice process as set forth in
12 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for
13 and re-sending of any returned Class Notices, as well as the identities, number of and copies of all
14 opt-outs and objections received.

15 14. The Court directs Defendant to, within fourteen (14) calendar days of this Order,
16 provide the Settlement Administrator with the “Class Data” for Settlement Class Members. “Class
17 Data” means Class Member identifying information in Defendants’ possession, custody, or control
18 including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone
19 number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire
20 dates, and, if applicable, re-hire date(s) and/or separation date(s)).

21 15. Because Social Security Numbers are included in the Class List, the Settlement
22 Administrator shall maintain the Class Data in confidence and shall only access and use the list to
23 administer the settlement in conformity with the Court’s orders.

24 16. Upon receipt of the Class Data, the Settlement Administrator shall perform an
25 address search using the United States Postal Service National Change of Address (the “NCOA”)
26 database and update the addresses contained on the Class Data with the newly found addresses, if
27 any. To the extent that this process yields an updated address, that updated address shall replace the
28 last known address and be treated as the new last known address for purposes of this Settlement,

1 and for subsequent mailings.

2 17. "Response Deadline" means forty-five (45) calendar days after the Administrator
3 mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
4 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
5 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent
6 after having been returned undeliverable to the Administrator shall have an additional fifteen (15)
7 calendar days beyond the Response Deadline has expired.

8 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
9 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later
10 than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional
11 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for
12 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
13 the Class Member's election to be excluded from the Settlement and includes the Class Member's
14 name, address and email address or telephone number. To be valid, a Request for Exclusion must
15 be timely faxed, emailed, or postmarked by the Response Deadline.

16 19. Any Settlement Class Member who does not opt out of the Settlement by submitting
17 a timely and valid Request for Exclusion will be bound by all terms of the Settlement.

18 20. Only Participating Class Members may object to the class action components of the
19 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
20 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
21 and/or Class Representative Service Payment.

22 21. Participating Class Members may send written objections to the Administrator, by
23 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
24 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
25 Participating Class Member who elects to send a written objection to the Administrator must do so
26 not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice
27 (plus an additional fifteen (15) calendar days for Class Members whose Class Notice was re-mailed).

28 22. If a Class Member submits both an Objection and a Request for Exclusion, the

1 Request for Exclusion will control and the Objection will be void.

2 23. All papers filed in support of final approval, including supporting documents for
3 attorneys' fees and costs, shall be filed by J. A. [redacted]

4 24. A Final Fairness and Approval Hearing shall be held with the Court on
5 08/13/2013 at San Francisco in Department 1 of the above-entitled Court to determine:

6 (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved
7 by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the
8 amount of service award to the Class Representative; (4) the amount to be paid to the Settlement
9 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
10 Aggrieved Employees.

11 25. For any Class Member whose payment check is uncashed and cancelled after the
12 void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at
13 Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles
14 County ("Cy Pres Recipient").

15 **IT IS SO ORDERED.**



Stuart M. Rice

17 Dated: 08/13/2013

Stuart M. Rice / Judge
Judge of the Superior Court

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