

Electronically Received 07/17/2023 03:10 PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Attorneys for Plaintiff, NATASHA WILLIAMS,
on behalf of herself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles
09/14/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

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

NATASHA WILLIAMS, an individual, and
on behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

MARRS SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV23775

[Related to Case No.: 21STCV32078]

[Assigned to the Hon. Stuart M. Rice in Dept.
1]

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

1 This Court, having considered the Motion of plaintiff Natasha Williams (“Plaintiff”) for
2 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
4 Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class and
5 PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

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

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by Marrs Services, Inc. (“Defendant”) either directly or through any subsidiary,
14 staffing agency, or professional employer organization, as hourly-paid, non-exempt employees in
15 the State of California at any time during the period from June 28, 2017 through March 14, 2023
16 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiff as Class Representative, and
18 David D. Bibiyan, Jeffrey D. Klein, Joshua Shirian, and Vedang J. Patel of Bibiyan Law Group,
19 P.C., as Class Counsel.

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

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. Pursuant to the Parties’ agreement, the related cases, Case No. 21STCV23775 and
5 Case No. 21STCV32078, are hereby consolidated with Case No. 21STCV23775 as the lead case.

6 6. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$850,000.00, which is inclusive of: attorneys’ fees of up to thirty-five percent
14 (35%) of the Gross Settlement Amount, ~~which, if not escalated pursuant to the Settlement~~
15 ~~Agreement, amounts to \$297,500.00~~, in addition to actual costs incurred of up to \$30,000.00; service
16 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,890.00
17 and Private Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$40,000.00, of
18 which \$30,000.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”)
19 and \$10,000.00 (25%) to “Aggrieved Employees,” defined as Class Members working for
20 Defendant as hourly-paid, non-exempt employees during the period from June 25, 2020 through end
21 of the Class Period (“PAGA Period”) in the State of California.

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

24 10. Class Member’s “Workweek” shall mean any week during which a Class Member
25 was employed by and worked for the Defendant in a non-exempt, hourly position during the Class
26 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
27 applicable).

28 11. The Gross Settlement Amount is based on the Parties’ estimate that there are no more

1 than 14,271 Workweeks worked by Class Members during the Class Period. If, as of the close of
2 the Class Period, the actual number of Workweeks worked during the Class Period is more than one
3 hundred ten percent (110%) of this estimate (*i.e.*, 15,698 Workweeks worked by the Class Members
4 during the Class Period), then the Gross Settlement Amount shall be increased by the same
5 proportion above one hundred ten percent (110%) using the Workweek Value. The Workweek
6 Value shall be calculated by dividing the Gross Settlement Amount by 14,271 Workweeks. The
7 Parties agree that the Workweek Value amounts to and the settlement amounts to \$59.56 per
8 Workweek (\$850,000 / 14,271 Workweeks). Thus, for example, should there be 17,125 Workweeks
9 (*i.e.* 120% of 14,271 Workweeks) worked by Class Members in the Class Period, then the Gross
10 Settlement Amount to be paid will be increased by \$84,998.08 ((14,271 Workweeks x .1) x \$59.56.

11 12. The Court deems Apex Class Action Settlement Administration (“Apex” or
12 “Settlement Administrator”), the Settlement Administrator, and payment of administrative costs,
13 not to exceed \$7,890.00, out of the Gross Settlement Amount for services to be rendered by Apex
14 on behalf of the class.

15 13. No later than seven (7) calendar days from the Response Deadline, the Settlement
16 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
17 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
18 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests
19 for Exclusion and Objections received by the Settlement Administrator.

20 14. The Court directs Defendant’s Counsel to, within fourteen (14) calendar days after
21 this Order, to provide the Settlement Administrator Class Member identifying information in
22 Defendant’s custody, possession, or control, including each Class Member’s: (1) name; (2) last
23 known address(es); (3) last four (4) digits of the last known Social Security Number(s); and (4) the
24 dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s))
25 (“Class Data”).

26 15. The Settlement Administrator shall perform an address search using the United States
27 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
28 on the Class List with the newly-found addresses, if any.

1 16. Within fourteen (14) calendar days, or soon thereafter, of receiving the Class Data
2 from Defendant, the Settlement Administrator will send to all Class Members identified in the Class
3 Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish
4 translation.

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

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

19 19. Any Settlement Class Member who does not opt out of the Settlement by submitting
20 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
21 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
22 if Final Approval of the Settlement is granted.

23 20. Only Participating Class Members may object to the Settlement. In order for any
24 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do
25 so by mailing a written objection to the Settlement Administrator at the address or phone number
26 provided on the Class Notice no later than the Response Deadline.

27 21. Participating Class Members may (though are not required to) appear at the Final
28 Fairness and Approval Hearing, either in person, virtually, or through the objector’s own counsel.

1 22. If a Class Member submits both an Objection and a Request for Exclusion, the
2 Request for Exclusion will control and the Objection will be overruled.

3 23. All papers filed in support of final approval, including supporting documents for
4 attorneys' fees and costs, shall be filed by Øà! æ` Áí ÆÖÇG.

5 24. A Final Fairness and Approval Hearing shall be held with the Court on
6 T æ&@ÖÇFÖÇG at FCMHEM in Department 1 of the above-entitled Court to determine:

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

12 25. For any Class Member whose payment check is uncashed and cancelled after the void date
13 (180 days), the Administrator shall transmit the funds represented by such checks to the California
14 Controller's Office, Unclaimed Property Fund in the name of the Class Member thereby leaving
15 no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP")
16 Section 384.

17
18 **IT IS SO ORDERED.**



A handwritten signature in black ink that reads "Stuart M. Rice".

19
20 Dated: Ü^} c{ à^! Áí ÆÖÇG

Stuart M. Rice / Judge
Judge of the Superior Court