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on behalf of herself and all others similarly situated
8 and aggrieved
9 *(Attorneys for other Plaintiffs on the next page)*

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

14 ZOILA MAGANA RAMIREZ, an individual,
and on behalf of all others similarly situated,

16 Plaintiff,

18 v.

19 360 SUPPORT SERVICES, a California
corporation, dba 360 SERVICES GROUP;
20 HALLSTA 360, INC., a California corporation;
RENEE FIELDS, an individual; and DOES 1
21 through 100, inclusive,

22 Defendants.

FILED
Superior Court of California
County of Los Angeles
02/27/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

CASE NO.: 22STCV20456
[Assigned for all purposes to the Hon.
Lawrence P. Riff in Dept. 7]
~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

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GLORIA ELIAS, on behalf of themselves and all others similarly situated

7 and aggrieved

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1 This Court, having considered the Motion of plaintiffs Zoila Magana Ramirez, Marcelina
2 Rodriguez and Gloria Elias (collectively, “Plaintiffs”) for Preliminary Approval of Class and
3 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only
4 (“Motion for Preliminary Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan,
5 Plaintiffs and Sean Hartranft, the Class Action and Representative Action Settlement (the
6 “Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of Proposed Class
7 Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents
8 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
9 **DECREES THAT:**

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

12 1. The Court certifies the following settlement class for the purpose of settlement only: all
13 persons currently or formerly employed by 360 Support Services, dba 360 Services Group
14 (“Defendant”), as hourly-paid, non-exempt employees in the State of California at any time during
15 the period from June 23, 2018 through April 11, 2023 (“Class Period”) (“Settlement Class,”
16 “Settlement Class Members” or “Class Members”).

17 2. The Court preliminarily appoints the named plaintiffs Zoila Magana Ramirez,
18 Marcelina Rodriguez and Gloria Elias as Class Representatives, and David D. Bibiyan, Jeffrey D.
19 Klein and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

20 3. 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 4. The Court approves, as to form and content, the Class Notice that has been submitted
5 herewith.

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

10 6. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$422,500.00, which is inclusive of: attorneys' fees of up to thirty-five percent
12 (35%) of the Gross Settlement Amount, which amounts to \$147,875.00, in addition to actual costs
13 incurred of up to \$40,000.00; service awards of up to \$7,500.00 to each plaintiff, for a total of
14 \$22,500.00 to Plaintiffs; costs of settlement administration of no more than \$7,500.00 and Private
15 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of which
16 \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
17 \$5,000.00 (25%) to "Aggrieved Employees," defined as all persons currently or formerly employed
18 by Defendant as hourly-paid, non-exempt employees in the State of California at any time during
19 the period from September 10, 2020 through end of the Class Period ("PAGA Period").

20 7. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
21 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

22 8. Class Member's "Workweek" shall mean the number of weeks that a Settlement
23 Class Member was employed by the Defendants in a non-exempt, hourly position during the Class
24 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
25 applicable).

26 9. Defendant represents that there were no more than 10,200 Workweeks worked by Class
27 Members during the Class Period. If, as of the close of the Class Period, the actual number of
28 Workweeks worked increased by more than 10%, or 1,020 Workweeks, then the Gross Settlement

1 Amount would be increased by the Workweeks in excess of 11,220 (10,200 Workweeks + 1,020
2 Workweeks) multiplied by the Workweek Value. The Workweek Value would be calculated by
3 dividing the Gross Settlement Amount by 10,200 Workweeks. The Parties agree that the Workweek
4 Value amounts to \$41.42 per Workweek ($\$422,500.00 / 10,200$ Workweeks). Thus, for example,
5 should there be 11,300 Workweeks during the Class Period, then the Gross Settlement Amount
6 would be increased by \$3,313.60 $[(11,300 \text{ Workweeks} - 11,220 \text{ Workweeks}) \times \$41.42]$.

7 10. The Court deems Apex Class Action Administration (“Apex” or “Settlement
8 Administrator,” or “Administrator”), the settlement administrator, and payment of administrative
9 costs, not to exceed \$7,500.00 out of the Gross Settlement Amount for services to be rendered by
10 Phoenix on behalf of the class.

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

16 12. Within fourteen (14) calendar days after Preliminary Approval, Defendants’ Counsel
17 shall provide the Settlement Administrator with Class Member identifying information in
18 Defendant’s custody, possession, or control, including each Class Member’s: (1) name; (2) last
19 known address(es); (3) last known telephone number(s); (4) Social Security Number(s); and (5) the
20 dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).
21 (“Class Data”).

22 13. The Settlement Administrator shall perform an address search using the United States
23 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
24 on the Class Data with the newly-found addresses, if any.

25 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members identified in the
27 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
28 translation.

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

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

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

19 18. Each Class Member shall have 45 days after the Administrator mails the Class Notice
20 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
21 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
22 Class Notice. The Class Member may challenge the allocation by communicating with the
23 Administrator via mail.

24 19. Only Participating Class Members may object to the class action components of the
25 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
27 and/or Class Representative Service Payment. Participating Class Members may send written
28 objections to the Administrator, by fax, email or mail. In the alternative, Participating Class

1 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections
2 at the Final Approval Hearing. A Participating Class Member who elects to send a written objection
3 to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class
4 Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed

5 20. If a Class Member submits both an objection and a Request for Exclusion, the
6 Request for Exclusion will control, and the objection will be overruled.

7 21. All papers filed in support of final approval, including supporting documents for
8 attorneys' fees and costs, shall be filed by FILED IN COURT.

9 22. A Final Approval Hearing shall be held with the Court on RE: [Case Name]
10 at FILED IN COURT in Department 7 of the above-entitled Court to determine: (1) whether the proposed
11 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
12 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service awards
13 to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the
14 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

15 23. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
17 funds represented by such checks to Legal Aid at Work for use in Los Angeles County (the "Cy
18 Pres Recipient").

19
20 **IT IS SO ORDERED.**

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22 Dated: 02/27/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

23 Lawrence P. Riff / Judge
24 Judge of the Superior Court

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