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Attorneys for Plaintiff, ARACELI FUENTES,
on behalf of herself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Los Angeles
11/14/2024
David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

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

ARACELI FUENTES, an individual on behalf
of all others similarly situated,

Plaintiff,

v.

MAYFLOWER MEDICAL GROUP, INC. a
California Corporation, an individual;
DOES 1 through 100, inclusive,

Defendants.

Case No.: CASE NO.: 22STCV28945

[Assigned for all purposes 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 Araceli Fuentes (“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, Sean Hartranft, Araceli Fuentes, 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 Class
12 Members” or “Class Members”) for the purpose of settlement only: all persons currently or formerly
13 employed by Defendant as hourly-paid, non-exempt employees in the State of California at any time
14 during the period from September 6, 2018 through September 27, 2023 (“Class Period”).

15 3. The Court preliminarily appoints the named plaintiff Araceli Fuentes as Class
16 Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of
17 Bibiyan Law Group, P.C. as Class Counsel.

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

1 negotiations utilizing an experienced third-party neutral.

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

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

8 7. The Court hereby preliminarily approves the definition and disposition of the Gross
9 Settlement Amount of \$475,000 which is inclusive of: attorneys' fees of up to one third (1/3) of the
10 Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts
11 to \$158,333.33, in addition to actual costs incurred of up to \$30,000.00; a service award of \$7,500.00
12 to Plaintiff Araceli Fuentes; costs of settlement administration of no more than \$6,990.03 and
13 Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of which
14 \$ 15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
15 \$ 5,000.00 (25%) to Aggrieved Employees.

16 8. "Aggrieved Employees" means all persons currently or formerly employed by
17 Defendant, as hourly-paid, non-exempt employees in the State of California at any time during the
18 period between September 6, 2021 through the end of the Class Period ("PAGA Period").

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

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

24 11. The settlement was negotiated based on Defendant's representation that, from the
25 beginning of the Class Period through May 12, 2023, there were approximately 15,463 Workweeks.
26 The Parties agreed to a 10% escalator clause. Because so much time has passed since the mediation
27 occurred, and because Defendant does not wish to pay more than the Settlement Amount, the date
28 of the end of the Class Period is September 27, 2023, which is the date before which the Workweeks

1 reached 110% of 15,463 based on Defendant's calculations. However, the Workweek count is to be
2 verified by the settlement administrator. Should the number of Workweeks exceed 17,010 (110%
3 of 15,463), Defendant shall pay \$30.72 for every Workweek on a pro-rata basis over 17,010
4 Workweeks. Thus, for example, should there be 17,011 Workweeks worked by Class members
5 during the Class Period as calculated by the Settlement Administrator, then the Gross Settlement
6 Amount shall be increased by \$30.72. $((17,011 \text{ Workweeks} - 17,010 \text{ Workweeks}) \times \30.72 per
7 $\text{Workweek})$.

8 12. The Court deems Apex Class Action Administration ("Settlement Administrator" or
9 "APEX" or "Administrator"), the Settlement Administrator, and payment of administrative costs,
10 not to exceed \$6,990.03 out of the Gross Settlement Amount for services to be rendered by Apex
11 on behalf of the class.

12 13. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
13 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
14 Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in
15 Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known
16 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
17 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

18 14. The Settlement Administrator shall perform an address search using the United States
19 Postal Service National Change of Address ("NCOA") database and update the addresses contained
20 on the Class List with the newly-found addresses, if any.

21 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
22 after receiving the Class Data, the Administrator will send to all Class Members identified in the
23 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
24 translation.

25 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
26 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
27 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
28 Settlement. Class Members to whom Notice Packets are resent after having been returned

undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

17. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement.

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

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

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

21. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

22. The Gross Settlement Amount will be distributed as follows: (1) Administration Costs up to \$6,990.03 (2) a service award of up to \$7,500.00 to Araceli Fuentes for her time and

1 effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys'
2 fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$158,333.33; (4) up
3 to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to
4 PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA
5 penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA,
6 or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be
7 distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less
8 than \$252,176.64 will be available for distribution to Class Members ("Net Settlement Amount").

9 23. All papers filed in support of final approval, including supporting documents for
10 attorneys' fees and costs, shall be filed by per Code.

11 24. A Final Fairness and Approval Hearing shall be held with the Court on May 28, 2025
12 at 10:30 a.m in Department 1 of the above-entitled Court to determine: (1) whether the proposed
13 settlement is .fair, reasonable and adequate, and should be finally approved by the Court; (2) the
14 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
15 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
16 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

17 25. For any Class Member or Aggrieved Employee whose check is uncashed after 180
18 days of issuance, it shall be cancelled and funds represented by such checks to Legal Aid at Work
19 for use in Los Angeles County ("Cy Pres Recipient").

20
21 **IT IS SO ORDERED.**

22
23 Dated: ~~FFBI~~ ~~DEG~~ _____



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

Stuart M. Rice / Judge
Judge of the Superior Court