

J. GILL LAW GROUP, P.C.

Jasmin K. Gill, Esq. (Cal Bar No. 315090)

jasmin@jkgilllaw.com

Sacha Pomares (SBN 377642)

sacha@jkgilllaw.com

515 South Flower Street, Suite 1800

Los Angeles, California 90071

Tel: (213) 459-6023; Fax: (310) 728-2137

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, SUSANA REYES, as an individual and on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SUSANA REYES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

9TO5 SEATING LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV17221

(Related Case No. 23TRCV03171)

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

**[Lodged concurrently with Motion for
Preliminary Approval]**

HEARING INFORMATION:

DATE: June 24, 2025

TIME: 10:00 a.m.

DEPT: ~~SS 14~~ Timothy Patrick Dillon

1 This Court, having considered the Motion of plaintiff Susana Reyes (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Jasmin K. Gill, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class Action and PAGA
5 Settlement Agreement and Class Notice (the “Settlement Agreement”), the Notice of Proposed Class
6 Action Settlement (“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 non-exempt employees who are or previously were employed by Defendant 9to5 Seating LLC
12 (“Defendant”) and performed work in California at any time between July 21, 2019 through April
13 27, 2024 (“Class Period”) in California (“Class Members”).

14 3. The Court preliminarily appoints named plaintiff Susana Reyes as a Class
15 Representative, and Jasmin K. Gill of J. Gill Law Group, P.C. as well as David D. Bibiyan and
16 Vedang J. Patel of Bibiyan Law Group, P.C. as Class Counsel.

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

1 5. The Court approves, as to form and content, the Class Notice that has been submitted
2 Herewith as Exhibit A to the Settlement Agreement.

3 6. The Court directs the mailing of the Class Notice by first-class United States Postal
4 Service (“USPS”) mail to Class Members in accordance with the procedures set forth in the
5 Settlement Agreement. The Court finds that the dissemination of the Class Notice set forth in the
6 Settlement Agreement complies with the requirements of law, and appears to be the best notice
7 practicable under the circumstances.

8 7. The Court hereby preliminarily approves the definition and disposition of the Gross
9 Settlement Amount of \$575,000, which is inclusive of attorneys’ fees up to 35% the Gross
10 Settlement Amount (or \$201,250 if the Gross Settlement Amount is not escalated pursuant to
11 Paragraph 8 below), in addition to actual costs not to exceed \$30,000; a Class Representative
12 Payment of \$7,500.00 for Plaintiff; costs of settlement administration of no more than \$6,990; and
13 PAGA penalties in the amount of \$35,000.00, of which \$26,250 (75%) will be paid to the LWDA
14 and \$8,750 (25%) will be paid to Aggrieved Employees.

15 8. Defendant represents that the aggregate number of Workweeks worked by Class
16 Members during the Class Period is no more than 14,628 as of the date of mediation on March 22,
17 2024 net of enforceable arbitration agreements and settled out claims. In the event the released
18 Workweeks across the Class Period are more than 10% greater than this amount, Defendant may
19 elect to either: 1) purchase the additional pay periods at a *pro rata* rate equal to the percentage
20 increase in the number of Workweeks worked by the Class Members above 10% (for example, if
21 the number of Workweeks increase by 11% through the Class Period, then the Gross Settlement
22 Amount shall increase by 1% (i.e. \$5,750.00), or 2) end the Class Period as of the date the as of the
23 date the number of total Workweeks reaches, but does not exceed 16,091 Workweeks (14,628
24 Workweeks + 1,463 Workweeks).

25 9. The Court appoints Apex Class Action LLC (“Apex”) as the Settlement
26 Administrator, and approves payment of administrative costs, not to exceed \$6,990.00, out of the
27 Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

1 10. The Court directs Defendant to, within fifteen (15) calendar days of the date of this
2 Order, provide the Settlement Administrator, in Microsoft Excel spreadsheet format, with
3 identifying information in Defendant's possession with respect to each Settlement Class Member,
4 including each Settlement Class Member's: (1) full name, last known mailing address, and last
5 known telephone number(s) currently in Defendant's possession, custody, or control; (2) full Social
6 Security Number in Defendant's possession, custody, or control; (3) the hire dates, re-hire dates (if
7 applicable), and termination dates (if applicable) for each Settlement Class Member; and (4) the
8 number of Class Period Workweeks and PAGA Pay Periods ("Class Data"). The Settlement
9 Administrator shall perform a Class Member Address Search, which includes investigation and
10 search for current Class Member mailing addresses using all reasonably available sources, methods
11 and means including, but not limited to, the National Change of Address ("NCOA") database, skip
12 traces, and direct contact by the Settlement Administrator with Class Members.

13 11. No later than three (3) business days after receipt of the Class Data, the Settlement
14 Administrator shall notify Class Counsel that the list has been received and state the number of Class
15 Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

16 12. Within fourteen (14) calendar days of receiving the Class Data from Defendant, the
17 Settlement Administrator shall mail the Class Notice in English and Spanish to the Class Members
18 via first-class regular U.S. Mail using the most current mailing address information available. The
19 Settlement Administrator shall maintain the Class Data with continuously updated contact
20 information for the Class Members and maintain a list with names and all addresses to which notice
21 was given, and digital copies of all the Settlement Administrator's records evidencing the giving of
22 notice to any Settlement Class Member, for at least four (4) years from the Effective Final Approval
23 Date.

24 13. If a Class Notice from the initial notice mailing is returned as undeliverable, within
25 three (3) business days the Settlement Administrator shall re-mail the Class Notice using any
26 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
27 Settlement Administrator shall, within three (3) business days of receipt of the returned Class
28 Notice, by: (1) contacting the Settlement Class Member by phone, if possible, (2) undertaking skip

1 tracing, and (3) using the NCOA database (“Class Member Address Search”). If the Settlement
2 Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to
3 the Settlement Class Member.

4 14. The deadline for filing objections to any of the terms of the settlement shall be forty-
5 five (45) days from the date of mailing of the Class Notice, unless a Class Member’s notice is
6 remailed. In such an instance, the Response Deadline shall be extended an additional fourteen (14)
7 calendar days. The Settlement Administrator shall email a copy of the objection forthwith to Class
8 Counsel and Defendant’s counsel. Class Counsel must attach each objection, if any, to the
9 declaration that Class Counsel files with the Court in support of the Motion for Final Approval. The
10 objection should set forth in writing: (1) the Objector’s name; (2) the Objector’s address; (3) the last
11 four digits of the Objector’s Social Security Number; (4) the Objector’s signature; (5) a statement
12 of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
13 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
14 Objection. The date of mailing of the Class Notice to the objecting Settlement Class Member shall
15 be conclusively determined according to the records of the Settlement Administrator. Settlement
16 Class Members need not object in writing to be heard at the Final Approval Hearing; they may
17 object or comment in person at the hearing at their own expense. Up to five (5) court days before
18 the Final Approval Hearing, Class Counsel and Defendant’s Counsel may respond to any objection
19 lodged with the Court.

20 15. Any Class Member may request exclusion from (*i.e.*, “opt out” of) the Settlement by
21 mailing a written request to be excluded from the Settlement (“Request for Exclusion”) to the
22 Settlement Administrator, postmarked within forty-five (45) days from the date of mailing of the
23 Class Notice, unless a Class Member’s notice is remailed. In such an instance, the Response
24 Deadline shall be extended an additional fourteen (14) calendar days. To be valid, a Request for
25 Exclusion must include the Class Member’s full name, present address, telephone number,
26 approximate dates of employment, social security number for verification purposes, and a simple
27 statement that the Class Member does not want to participate in the Settlement. The Request for
28 Exclusion must be personally signed by the Class Member opting out, identify the Action as “*Reyes*

1 v. 9to5 Seating LLC. 23STCV17221". The Settlement Administrator shall immediately provide
2 copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the
3 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of
4 the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
5 procedure will not be entitled to receive any payment from the Settlement and will not be bound by
6 the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any
7 Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid
8 Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to
9 the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval
10 of the Settlement is granted.

11 16. If a Class Member objects to the Settlement, the Class Member will remain a member
12 of the Settlement Class and, if the Court approves the Settlement, the Class Member will be bound
13 by the terms of the Settlement in the same way and to the same extent as a Class Member who does
14 not object. A Class Member cannot both object and opt out. If a Class Member both objects and
15 opts out of the Settlement, the objection will be overruled and the opt-out will control. Class
16 Members who worked during the PAGA Period that submit a valid Request for Exclusion will still
17 be deemed Aggrieved Employees, will still receive their Individual PAGA Payment, and will be
18 bound by the release encompassed in the Released PAGA Claims as defined in the Settlement
19 Agreement.

20 17. No later than fourteen (14) calendar days before the date by which Plaintiff is
21 required to file the Motion for Final Approval of the Settlement, the Settlement Administrator shall
22 prepare and submit to Class Counsel and Defendant's Counsel a declaration attesting to the
23 completion of the notice process as set forth in the Settlement Agreement, including an explanation
24 of the number of attempts to obtain valid mailing addresses for, and re-sending of, any Class Notice
25 returned undeliverable and the identities, number of, and copies of all opt-outs and objections and
26 comments received by the Settlement Administrator.

27 18. All papers filed in support of final approval, including supporting documents for
28 attorneys' fees and costs, shall be filed by U&f à^!Â, 2025.

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19. Class Counsel and counsel for Defendant shall file any responses to any written objections submitted to the Court by five (5) court days prior to the final approval hearing.

20. A final approval hearing shall be held with the Court on 06/24/2025, 2025 at 10:00 a.m. in Department SS-14 (Spring Street Courthouse) of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA.

21. In the event that the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of the entry of the Settlement Agreement. The parties will be free to assert any claim or defense that could have been asserted at the time of entry of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 06/24/2025, 2025



[Handwritten signature]

Judge of the Superior Court

Timothy Patrick Dillon / Judge