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FILED
Superior Court of California
County of Los Angeles
09/11/2025

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

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Attorneys for Plaintiff, MANUEL DE JESUS RUIZ VALLEJOS,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MANUEL DE JESUS RUIZ VALLEJOS, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

MATCHMASTER DYEING & FINISHING,
INC., a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV26023

[Assigned for all purposes to Honorable Laura
Seigle in Dept. 17]

**~~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 Manuel De Jesus Ruiz Vallejos (“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, Samantha Ortiz and Sean Hartranft,
5 the Class and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or
6 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final
7 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
8 Preliminary Approval, hereby **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 employed by
13 Matchmaster Dyeing & Finishing, Inc (“Defendant”) in California and classified as a non-exempt,
14 hourly-paid employee who worked for Defendant during the period from February 3, 2022 through
15 May 31, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named Plaintiffs as Class Representatives. The
17 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
18 P.C., as well as Ramin Younessi of Law Offices of Ramin R. Younessi, A Professional Law
19 Corporation 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
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1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
4 negotiations utilizing an experienced third-party neutral.

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

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

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of one-third (1/3) of the Gross Settlement Amount which, unless increased
13 pursuant to the Settlement Agreement, amounts to \$333,333.33, in addition to actual costs incurred
14 of up to \$60,000.00; a service award of \$7,500.00 to Plaintiff; costs of settlement administration of
15 no more than \$8,500.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
16 amount of \$100,000.00, of which \$65,000.00 (65%) will be paid to the Labor and Workforce
17 Development Agency ("LWDA") and \$35,000.00 (35%) to Aggrieved Employees.

18 8. "Aggrieved Employees" means all persons employed by Defendant in California and
19 classified as a non-exempt, hourly-paid employee who worked for Defendant during the period
20 between September 27, 2023 through the end of the Class Period ("PAGA Period").

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

23 10. "Workweek" means any week during which a Class Member worked for Defendant,
24 for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
25 termination dates (as applicable).

26 11. The Settlement was negotiated based on Defendant's representation that there are no more
27 than 47,262 Workweeks worked during the Class Period. In the event the number of Workweeks
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1 worked by Class Members during the Class Period increases by more than 5%, i.e., in excess of
2 49,625 total Workweeks (47,262 Workweeks x 105%), then the Gross Settlement Amount shall be
3 increased proportionally by the Workweeks in excess of 49,625 Workweeks multiplied by the
4 Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement
5 Amount (\$1,000,000.00/49,625 workweeks) by 47,262, which amounts to a Workweek Value of
6 \$21.16. Thus, for example, should there be 50,000 Workweeks in the Class Period, then the Gross
7 Settlement Amount shall be increased by \$7,935 (50,000 Workweeks – 49,625 Workweeks) x
8 \$21.16 per Workweek.) Defendant may elect to end the Class and PAGA Period at the Defendant’s
9 sole discretion in order to limit the total workweeks to no more than 49,625 in lieu of paying an
10 increase in the GSA if the workweeks exceed 49,625.

11 12. The Court deems, Apex Class Action, LLC (“Settlement Administrator,”
12 “Administrator,” or “Apex”), and payment of administrative costs, not to exceed \$8,500.00 out of
13 the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

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

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

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

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

6 17. Class Members who wish to exclude themselves from (opt-out of) the Class
7 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
8 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
9 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
10 or his/her representative, signed by the Class Member, that reasonably communicates the Class
11 Member's election to be excluded from the Settlement and includes the Class Member's name,
12 signature, the last four digits of their Social Security Number, address, and email address or
13 telephone number.

14 18. Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
16 bound by all terms and conditions of the Settlement, including the Participating Class Members'
17 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
18 objects to the Settlement. Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
20 or have the right to object to the class action components of the Settlement.

21 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
22 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
23 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
24 Class Notice.

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
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1 and/or Class Representatives Incentive Award. Participating Class Members may send written
2 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
3 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
4 Hearing.

5 21. 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 22. All papers filed in support of final approval, including supporting documents for
8 attorneys' fees and costs, shall be filed by sixteen court days in advance of the Final
9 Fairness and Approval Hearing.

10 23. A Final Fairness and Approval Hearing shall be held with the Court on
11 February 18, 2026 at 9 a.m. of the above-entitled Court to
12 determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be
13 finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class
14 Counsel; (3) the amount of service award to the Class Representatives; (4) the amount to be paid to
15 the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the
16 LWDA and Aggrieved Employees.

17 24. For any Class Member whose Individual Class Payment check or Individual PAGA
18 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
19 transmit the funds represented by such checks to the California Controller's Office, Unclaimed
20 Property Fund.

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23 **IT IS SO ORDERED.**

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25 Dated: 09/11/2025



26 *Laura Seigle*
27 Judge of the Superior Court

28 Laura A. Seigle / Judge

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