

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, TONI A. GOODEN

as an individual and on behalf of all others similarly situated and other aggrieved employees

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

TONI A. GOODEN and GRACE  
WEISSMULLER as individuals and on behalf  
of all others similarly situated and aggrieved  
employees,

Plaintiffs,

v.

ASTRIX TECHNOLOGY, LLC, a Delaware  
limited liability company; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: 21STCV45436

[Assigned for all purposes to the Hon. Laura  
A. Seigle, in Dept. 17]

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

**FILED**  
Superior Court of California  
County of Los Angeles

**11/25/2025**

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

1 **BLACKSTONE LAW, APC**

Jonathan M. Genish (SBN 259031)

2 Miriam L. Schimmel (SBN 185089)

*mschimmel@blackstonepc.com*

3 Joana Fang (SBN 309623)

*jfang@blackstonepc.com*

4 Alexandra Rose (SBN 329407)

*arose@blackstonepc.com*

5 8383 Wilshire Boulevard, Suite 745

Beverly Hills, CA 90211

6 Tel: (310)622-4278

Fax: (855)786-6356

7 Attorneys for Plaintiff, GRACE WEISSMULLER

8 as an individual and on behalf of all others similarly situated and other aggrieved  
9 employees

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1           This Court, having considered the Motion of plaintiffs Toni A. Gooden (“Plaintiff Gooden”)  
2 and Grace Weissmuller (“Plaintiff Weissmuller”) (collectively, “Plaintiffs”), for Preliminary  
3 Approval of Class and Representative Action Settlement and Provisional Class Certification for  
4 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of Brandon M.  
5 Chang, David D. Bibiyan, Alexandra Rose, Plaintiffs, Justin T. Goodwin, Jen Moyer, Sean  
6 Hartranft, and Norma Ayala, the First Amended Class and PAGA Settlement Agreement  
7 (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed Court Approved Notice of  
8 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), and other  
9 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**  
10 **ADJUDGES AND DECREES THAT:**

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

13           2.           The Court certifies the following settlement class (“Class” or “Class Members”) for  
14 the purpose of settlement only: all persons currently or formerly employed by defendant Astrix  
15 Technology, LLC (“Defendant”) as non-exempt, hourly-paid employees during the period from  
16 December 14, 2017, through December 31, 2024 (“Class Period”) in the State of California.

17           3.           The Court preliminarily appoints the named plaintiffs Toni A. Gooden and Grace  
18 Weissmuller as Class Representatives, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law  
19 Group, P.C., and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of  
20 Blackstone Law, APC as Class Counsel.

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

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 is attached hereto  
6 as Exhibit “1.”

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 \$2,373,618.00, which is inclusive of: Class Counsel Fees Payment of up to  
13 one third (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,  
14 amounts to \$791,206.00, Class Counsel Litigation Expenses Payment of up to \$60,000.00; Class  
15 Representative Incentive Awards of 7,500.00 each, for a total of \$15,000.00 to Plaintiffs;  
16 Administration Expenses Payment of no more than \$15,000.00; and Private Attorneys General Act  
17 of 2004 (“PAGA”) penalties in the amount of \$100,000.00, of which \$75,000.00 (75%) will be paid  
18 to the Labor and Workforce Development Agency (“LWDA”) and \$25,000.00 (25%) to “Aggrieved  
19 Employees,” defined as all persons currently or formerly employed by Defendant as non-exempt,  
20 hourly-paid employees during the period from December 9, 2020, through December 31, 2024  
21 (“PAGA Period”) in the State of California.

22 8. The Gross Settlement Amount expressly excludes Defendant’s share of payroll taxes,  
23 which will be paid separately and apart by Defendant on the wages portion of the Gross Settlement  
24 Amount.

25 9. A “Workweek” means any week during which a Class Member was employed by  
26 Defendant for at least one day during the Class Period in California, based on hire dates, re-hire  
27 dates (as applicable), and termination dates (as applicable).

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1        10.        Prior to the mediation, Defendant estimated there to be fewer than 31,000  
2 Workweeks during the Class Period. In the event the number of Workweeks exceeds 31,000 by  
3 more than 10% (i.e., an additional 3,100 Workweeks for a total of 34,100 Workweeks), then  
4 Defendant shall make an election that one of the following occur: (1) either the Gross Settlement  
5 Amount shall be increased proportionally by the Workweeks in excess of 34,100 multiplied by the  
6 Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release  
7 periods) will end on the date that the number of Workweeks, when starting from the first day of the  
8 Class Period, reaches 34,100 Workweeks. The Workweek Value shall be calculated by dividing the  
9 Gross Settlement Amount by 31,000 and, thus, the Parties agree that the Workweek Value amounts  
10 to, and the settlement amounts, to \$74.19 per Workweek ( $\$2,300,000 / 31,000$  Workweeks). Thus,  
11 for example, should Defendant elect the former of the two options, and there are 35,000 Workweeks  
12 in the Class Period, then the GSA shall be increased by \$66,771 ( $[35,000 \text{ Workweeks} - 34,100$   
13  $\text{Workweeks}] \times \$74.19 / \text{Workweek}$ ). Defendant must exercise its election pursuant to this Paragraph  
14 at least 60 days before the first set hearing on the Motion for Preliminary Approval or it will be  
15 assumed Defendant has elected Option 1 of this Paragraph.

16        11.        Pursuant to the Declaration of Norma Ayala of Apex Class Action, LLC, the total  
17 number of Workweeks is 34,092.92, and thus the Gross Settlement Amount was increased to  
18 \$2,373,618.00.

19        12.        “Net Settlement Amount” means the Gross Settlement Amount, less the following  
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
21 Payment, Class Representative Incentive Awards, Class Counsel Fees Payment, Class Counsel  
22 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid  
23 to Participating Class Members as Individual Class Payments.

24        13.        The Net Settlement Amount is currently estimated to be no less than \$1,392,412.00  
25 available to pay Class Members that was determined by subtracting the requested Class Counsel  
26 attorneys’ fees (\$791,206.00), Class Counsel’s costs (not to exceed \$60,000.00), Class  
27 Representative Incentive Awards to Plaintiffs (\$7,500.00 each, for a total of \$15,000.00 to  
28

1 Plaintiffs), the PAGA penalties (\$100,000.00), and costs of settlement administration (not to exceed  
2 \$15,000.00) from the Gross Settlement Amount (\$2,373,618.00).

3 14. The Court deems Apex Class Action LLC (“Apex” or “Administrator”), the  
4 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed  
5 \$15,000.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of  
6 the Class.

7 15. Not later than 7 calendar days after the entry of this Order, Defendant will  
8 simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
9 spreadsheet. “Class Data” means Class Member identifying information in Defendant’s custody,  
10 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last  
11 known telephone number(s); (4) last four digits of the last known Social Security Number(s); and  
12 (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation  
13 date(s)).

14 16. To protect Class Members’ privacy rights, the Administrator must maintain the Class  
15 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,  
16 and restrict access to the Class Data to Administrator employees who need access to the Class Data  
17 to effect and perform under the Agreement.

18 17. Before mailing Class Notices, the Administrator shall update Class Member  
19 addresses using the National Change of Address database.

20 18. Using best efforts to perform as soon as possible, and in no event later than 14  
21 calendar days after receiving the Class Data, the Administrator will send to all Class Members  
22 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class  
23 Notice with Spanish translation, substantially in the form attached hereto as Exhibit 1. The Class  
24 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or  
25 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA  
26 Pay Periods (if applicable) used to calculate these amounts.

27 19. “Response Deadline” means forty-five (45) days after the Administrator mails the  
28 Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class

1 Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail written objections to  
2 the Settlement, or (c) mail challenges to Workweeks and/or PAGA Pay Periods. Class Members to  
3 whom Class Notices are resent after having been returned undeliverable to the Administrator shall  
4 have an additional 15 calendar days beyond the expiration of the Response Deadline.

5 20. Before the date by which Plaintiff is required to file the Motion for Final Approval  
6 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a  
7 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its  
8 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class  
9 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,  
10 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
11 number of written objections, and attach the Exclusion List.

12 21. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
13 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days  
14 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
15 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class  
16 Member's representative, signed by the Class Member, that reasonably communicates the Class  
17 Member's election to be excluded from the Class Settlement and includes the Class Member's full  
18 name, signature, last four digits of their Social Security Number, address, and email address or  
19 telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response  
20 Deadline.

21 22. Every Class Member who does not submit a timely and valid Request for Exclusion  
22 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and  
23 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
24 releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless of whether the Participating  
25 Class Member actually receives the Class Notice or objects to the Settlement. Every Class Member  
26 who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and  
27 shall not receive an Individual Class Payment or have the right to object to the class action  
28 components of the Settlement. Because future PAGA claims are subject to claim preclusion upon

1 entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed  
2 to release the claims identified in Paragraph 5.4 of the Agreement and are eligible for an Individual  
3 PAGA Payment.

4 23. Only Participating Class Members may object to the class action components of the  
5 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or  
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
7 and/or Class Representative Incentive Awards. Participating Class Members may send written  
8 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear  
9 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
10 Hearing. A Participating Class Member who elects to send a written objection to the Administrator  
11 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an  
12 additional 15 days for Class Members whose Class Notice was re-mailed).

13 24. Each Class Member shall have 45 days after the Administrator mails the Class Notice  
14 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the  
15 number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the  
16 Class Notice. The Class Member may challenge the allocation by communicating with the  
17 Administrator via mail.

18 25. For any Class Member whose Individual Class Payment or Individual PAGA  
19 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the  
20 funds represented by such checks to Legal Aid at Work, 180 Montgomery St., Suite 600, San  
21 Francisco, California 94104 ("Cy Pres Recipient") for use in any county in need in California. The  
22 Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship,  
23 financial or otherwise, with the Cy Pres Recipient.

24 26. All papers filed in support of final approval, including supporting documents for  
25 attorneys' fees and costs, shall be filed by five court days before the final approval hearing.

26 27. A Final Approval Hearing shall be held with the Court on April 6, 2026 at 9 a.m.  
27 at    :   .m in Department 17 of the above-entitled Court to determine: (1) whether the proposed  
28 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the



1 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service awards  
2 to the Class Representatives; (4) the amount to be paid to the Administrator; and (5) the amount to  
3 be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

4  
5 **IT IS SO ORDERED.**

6 Dated: 11/25/2025



*Laura Seigle*

Judge of the Superior Court

Laura A. Seigle / Judge