

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 DANIEL FREDERICK BEHRENS, JR.,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DANIEL FREDERICK BEHRENS, JR., on
behalf of himself and all others similarly
situated and aggrieved,

Plaintiff,

v.

CALCRAFT CORPORATION, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: CIVSB2418852

[Assigned for all purposes to the Hon. Thomas
S. Garza in Dept. S27]

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

1 This Court, having considered the Motion of plaintiff Daniel Frederick Behrens, Jr.
2 (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Brandon M. Chang, David D. Bibiyan, Daniel Frederick Behrens, Jr., and Sean
5 Hartranft, the Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
6 Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval
7 Hearing (“Class Notice”), and other documents submitted in support of the Motion for Preliminary
8 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,” “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by CALCRAFT CORPORATION (“Defendant”) either directly or through any
14 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
15 employees during the period from June 5, 2020 through August 13, 2025 (the “Class Period”) in the
16 State of California.

17 3. “Aggrieved Employees,” means: all persons currently or formerly employed by
18 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
19 organization, as non-exempt, hourly-paid employees during the period from June 5, 2023, through
20 August 8, 2025 (the “PAGA Period”) in the State of California.

21 4. The Court preliminarily appoints the named plaintiff Daniel Frederick Behrens, Jr.
22 (“Plaintiff”), as Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law
23 Group, P.C., as Class Counsel.

24 5. The Court preliminarily approves the proposed class settlement upon the terms and
25 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
26 settlement appears to be within the range of reasonableness of settlement that could ultimately be
27 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
28 amount is fair, adequate, and reasonable, as to all potential class members when balanced against

1 the probable outcome of further litigation relating to liability and damages issues. It further appears
2 that extensive and costly investigation and research have been conducted such that counsel for the
3 parties at this time are reasonably able to evaluate their respective positions. It further appears to the
4 Court that the settlement at this time will avoid substantial additional costs to all parties, as well as
5 the delay and risks that would be presented by the further prosecution of the Action. It further
6 appears that the settlement has been reached as the result of intensive, non-collusive and arms-length
7 negotiations utilizing an experienced third-party neutral.

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

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

14 8. The Court hereby preliminarily approves the definition and disposition of the Gross
15 Settlement Amount of \$325,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
16 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
17 to \$113,750.00, in addition to actual costs incurred of up to \$25,000.00; Class Representative
18 Service Payment of up to \$10,000.00 to Plaintiff; costs of settlement administration of no more than
19 \$4,990.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of
20 \$30,000.00, of which \$22,500.00 (75%) will be paid to the Labor and Workforce Development
21 Agency ("LWDA") and \$7,500.00 (25%) to Aggrieved Employees.

22 9. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
23 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
24 Settlement Amount.

25 10. Class Member's "Workweek" shall mean any week during which a Class Member
26 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
27 (as applicable), and termination dates (as applicable).

28 ///

1 11. Defendant represents that there are no more than 2,369 Workweeks worked during
2 the Class Period. In the event the number of Workweeks worked increases by more than 10% (i.e.,
3 an additional 237 Workweeks worked for a total of 2,606 Workweeks), then Defendant shall make
4 an election that one of the following occur: (1) either the Gross Settlement Amount shall be
5 increased proportionally by the Workweeks worked in excess of 2,606 multiplied by the Workweek
6 Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will
7 end on the date that the number of Workweeks worked by Class Members, when starting from the
8 first day of the Class Period, reaches 2,606 Workweeks worked by Class Members. The Workweek
9 Value shall be calculated by dividing the Gross Settlement Amount by 2,369 and, thus, the Parties
10 agree that the Workweek Value amounts to, and the settlement amounts, to \$137.19 per Workweek
11 (\$325,000 / 2,369 Workweeks). Thus, for example, should Defendant elect the first of the two
12 options, and there are 3,000 Workweeks in the Class Period, then the GSA shall be increased by
13 \$54,052.86 ([3,000 Workweeks – 2,606 Workweeks] x \$137.19 / Workweek). Defendant must
14 exercise its election pursuant to this Paragraph at least 60 days before the first date set Motion for
15 Preliminary Approval or it will be assumed Defendant has elected Option 1 in this Paragraph. Any
16 said election may be reflected by declaration testimony, an addendum of the settlement, or an
17 amendment thereto.

18 12. The Court deems Apex Class Action Settlement Administration (“Apex” or
19 “Settlement Administrator”), the settlement administrator, and preliminarily approves payment of
20 administrative costs, not to exceed not to exceed \$4,990.00 out of the Gross Settlement Amount for
21 services to be rendered by Apex on behalf of the class.

22 13. Not later than 30 days after the Court grants Preliminary Approval of the Settlement,
23 Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
24 spreadsheet. “Class Data” means Class Member identifying information in Defendant’s custody,
25 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last
26 known telephone number(s); (4) last four digits of the last known Social Security Number(s); (5)
27 dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s));
28 and (6) proof of Amounts Previously Paid to Class Members.

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

5 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
6 after receiving the Class Data, the Administrator will send to all Class Members identified in the
7 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
8 translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the
9 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
10 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
11 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
12 Administrator shall update Class Member addresses using the National Change of Address database.

13 16. Not later than 3 business days after the Administrator's receipt of any Class Notice
14 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
15 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
16 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
17 most current address obtained.

18 17. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
19 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
20 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
21 Settlement. Class Members to whom Notice Packets are resent after having been returned
22 undeliverable to the Administrator shall have an additional 15 days beyond the original Response
23 Deadline to mail their response.

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

1 Class Member's election to be excluded from the Settlement and includes the Class Member's name,
2 signature, the last four digits of their Social Security Number, address, and email address or
3 telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response
4 Deadline.

5 19. Every Class Member who does not submit a timely and valid Request for Exclusion
6 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
7 bound by all terms and conditions of the Settlement, including the Participating Class Members'
8 Releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless whether the Participating Class
9 Member actually receives the Class Notice or objects to the Settlement.

10 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
11 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
12 number of Class Workweek, PAGA Pay Periods (if any), and Amount Previously Paid to the Class
13 Member (if any) allocated to the Class Member in the Class Notice. The Class Member may
14 challenge the allocation by communicating with the Administrator via mail.

15 21. Only Participating Class Members may object to the class action components of the
16 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
18 and/or Class Representative Incentive Award.

19 22. Participating Class Members may send written objections to the Administrator, by
20 mail. The Participating Class Member's written objection should include their name, signature, the
21 last four digits of their Social Security Number, address, email address or telephone number, and
22 a clear statement detailing all grounds for their objection, along with whatever legal authority, if
23 any, they intend to rely on in support of their objections and whether they plan to appear at the
24 Final Approval Hearing. In the alternative, Participating Class Members may appear in Court (or
25 hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
26 Participating Class Member who elects to send a written objection to the Administrator must do so
27 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15
28 days for Class Members whose Class Notice was re-mailed).

1 23. Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement. If a Settlement Class Member submits an Objection and a Request
3 for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

4 24. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
5 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
6 Administrator no later than fourteen (14 days) after the Effective Date. Amounts Previously Paid to
7 Class Members shall be credited towards the Gross Settlement, according to proof.

8 25. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
9 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
10 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
11 Counsel Litigation Expenses Payment, and the Class Representative Incentive Award.
12 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
13 and the Class Representative Incentive Award shall not precede disbursement of Individual Class
14 Payments, and the Individual PAGA Payments.

15 26. For any Class Member or Aggrieved Employee whose Individual Class Payment
16 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
17 Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
18 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104, for use in any county
19 in need in California.

20 27. All papers filed in support of final approval, including supporting documents for
21 attorneys' fees and costs, shall be filed by 12/7/20.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

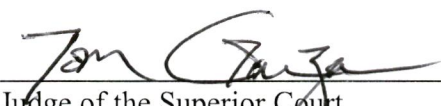
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

28. A Final Approval Hearing shall be held with the Court on 12/16/26
at 8:30 a.m in Department S27 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 be awarded to Class Counsel; (3) the amount of Class
Representative Service Payment 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
and Aggrieved Employees.

IT IS SO ORDERED.

Dated: 6/10/26



Judge of the Superior Court
Thomas Garza