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Attorneys for Plaintiff, FAUSTO LOPEZ,
on behalf of himself and all others similarly situated
and aggrieved

FILED

Superior Court of California
County of Los Angeles

06/30/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

FAUSTO LOPEZ, on behalf of himself and all
other similarly situated and aggrieved,

Plaintiff,

v.

BALLARD HOMES, INC., a California
corporation; MARY BALLARD, an individual;
and RICHARD MICHAEL BALLARD, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV15713

[Assigned for all purposes to the Hon. Elihu
Berle in Dept. 6]

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, APPLICATION
FOR ATTORNEYS' FEES AND COSTS,
AND SERVICE PAYMENT**

1 This matter having come before the Court for a final approval hearing pursuant to the Order
2 of this Court granting preliminary approval (“Preliminary Approval Order”) of the class and
3 representative action settlement upon the terms set forth in the Class and PAGA Settlement
4 Agreement (“Settlement” or “Settlement Agreement”), submitted in support of the Motion for
5 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
6 Certification for Settlement Purposes Only; and due and adequate notice having been given to the
7 Class Members as required in the Preliminary Approval Order; and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement;
11 Service Payment; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

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

15 3. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Class” or
18 “Class Members”): all persons employed by defendant Mary Ballard Jackson (“Defendant”) in
19 California and classified as non-exempt, hourly-paid employees who worked for Defendant during
20 the period from April 26, 2017 through November 12, 2024 (“Class Period”).

21 5. “Plaintiff” refers to Fausto Lopez, the named Plaintiff in the Action.

22 6. The parties released shall include: Defendant, and each of their former, present and
23 future owners, parents, and subsidiaries, and all of their current, former, and future officers,
24 directors, members, managers, employees (including but not limited to Mary Ballard Jackson),
25 consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns,
26 accountants, insurers, reinsurers, and/or legal representatives.

27 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
28 and on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll

1 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and
2 Class Counsel will release claims against all Released Parties as follows:

3 a. For the duration of the Class Period, all Participating Class Members, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys,
5 heirs, administrators, successors, and assigns, release Released Parties from all
6 claims that were alleged, or reasonably could have been alleged, based on the facts
7 stated in the Operative Complaint including: (1) Failure to Pay Overtime Wages; (2)
8 Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to
9 Provide Rest Periods (5) Waiting Time Penalties; (6) Wage Statement Violations;
10 (7) Failure to Indemnify; and (8) Unfair Competition, arising out of the Labor Code
11 violations referenced in the Operative Complaint (“Released Class Claims”).

12 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to release,
13 on behalf of themselves and their respective former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
15 from all claims for PAGA penalties that were alleged, or reasonably could have been
16 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice
17 (“Released PAGA Claims”).

18 8. Distribution of the Notice of Proposed Class and Representative Action Settlement and
19 Date for Final Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the
20 Settlement Agreement and the other matters set forth herein have been completed in conformity
21 with the Preliminary Approval Order, including individual notice to all Class Members who could
22 be identified through reasonable effort, and was the best notice practicable under the circumstances.
23 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
24 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
25 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

26 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
27 objected to the Settlement.
28

1 10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
2 Plaintiff have satisfied the standards and applicable requirements for final approval of class action
3 settlement under California law, including the provisions of Code of Civil Procedure section 382
4 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
5 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
7 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
8 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
9 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
10 that the Parties have conducted extensive and costly investigation and research, and counsel for the
11 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
12 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
13 be presented by the further prosecution of this Action. The Court has noted the significant benefits
14 to the Class Members under the Settlement. The Court also finds that the class is properly certified
15 as a class for settlement purposes only.

16 12. The Court approves plaintiff Fausto Lopez as class representative.

17 13. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
18 P.C., as Class Counsel.

19 14. The Court approves Apex Class Action Settlement Administrators ("Apex"), as the
20 Settlement Administrator.

21 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
22 \$33,333.33, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
23 In addition, the Court awards Class Counsel reimbursement of their costs of \$10,830.14 to be
24 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
25 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
26 Agreement.

1 16. The Court hereby approves a class representative service payment of \$7,500.00 to
2 Plaintiff in consideration of his time, effort, and risk incurred on behalf of the Settlement Class, and
3 for providing a general release and releasing unknown claims pursuant to Civil Code section 1542.
4 The service payment will be paid to Plaintiff by the Settlement Administrator from the Gross
5 Settlement Amount as set forth in the Settlement Agreement.

6 17. The Court hereby approves the Settlement Administrator's costs in the amount of
7 \$4,990.00. The Settlement Administrator, Apex, shall be paid the cost of administration of the
8 settlement from the Gross Settlement Amount.

9 18. The Court hereby approves the PAGA Penalties amount of \$10,000.00, of which
10 \$7,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA") and the
11 remaining \$2,500.00 to be distributed to the "Aggrieved Employees," defined as all persons
12 employed by Defendant in California and classified as non-exempt, hourly-paid employees who
13 worked for Defendant during the period from July 30, 2019 through the end of the Class Period
14 ("PAGA Period").

15 19. Except as expressly provided herein, the Parties each shall bear all their own fees and
16 costs in connection with this matter.

17 20. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
18 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
19 Administrator no later than 21 days after the Effective Date. The Effective Date means the later of:
20 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
21 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
22 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
23 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
24 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
25 the appellate court affirms the Judgment and issues a remittitur.

26 21. Within 21 days after Defendant funds the Gross Settlement Amount, the
27 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
28 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

1 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
2 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
3 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
4 Class Payments, and the Individual PAGA Payments.

5 22. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
7 funds represented by such checks to the *cy pres* recipient, Legal Aid Foundation of Los Angeles.

8 23. The Court finds that the class settlement on the terms set forth in the Settlement
9 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
10 the released claims against Defendant.

11 24. An Order to Show Cause Re: Final Administration of the Class Action Settlement is
12 hereby scheduled for February 17, 2027 at 8:30 a.m., in Department 6 of the above-entitled Court.
13 By February 8, 2027, the Parties shall file a declaration confirming that the claims have been paid
14 and that administration of all the terms and conditions of the class action settlement have been
15 completed. Should the Court find that said declaration has sufficiently evidenced full and complete
16 administration of the class action settlement, the Order to Show Cause Re: Final Administration of
17 the Class Action Settlement will go off-calendar.

18 25. Without affecting the finality of the Judgment in any way, this Court hereby retains
19 continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement
20 and all orders and judgments entered in connection therewith.

21 **IT IS SO ORDERED.**

22
23 Dated: June 30, 2026



Elihu M. Berle

Elihu M. Berle / Judge

Judge of the Superior Court

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Jennifer Echeverria
Jennifer Echeverria