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9 Attorneys for Plaintiff, ROSSYO ORTIZ,
10 on behalf of herself and all others similarly situated
11 and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

14 ROSSYO ORTIZ, an individual, and on behalf
15 of all others similarly situated,

16 Plaintiff,

17 v.

18 ASTROPHYSICS, INC., a Delaware
19 corporation; LEE HECHT HARRISON, LLC,
20 a Delaware limited liability company; MARK
21 ZAYEK, an individual; and DOES 1 through
22 100, inclusive,

23 Defendants.

CASE NO.: 24STCV01341

RELATED CASES: 24STCV08228 (PAGA
Action) and 2:24-cv-06678-CBM-BFM
(FCRA Class Action)

[Assigned for all purposes to the Honorable
Samantha P. Jessner in Dept. 7]

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

24 This Court, having considered the Motion of plaintiff Rossyo Ortiz (“Plaintiff”) for

1 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
2 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
3 of Megan R. Lazar, David D. Bibiyan, Rossyo Ortiz, and Sean Hartranft, the Class and PAGA
4 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed
5 Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), and
6 other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
7 **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. Preliminarily certifying the following settlement class for the purpose of settlement
11 only:

12 a. “Settlement Class,” “Settlement Class Members,” or “Class Members,” defined as all
13 non-exempt employees who worked for defendant Astrophysics, Inc. (“Defendant”),
14 in California, during the period from January 18, 2020 through June 8, 2025 (“Class
15 Period”), who were directly hired by Defendant or were placed to work by a staffing
16 agency or under the heading of a Professional Employer Organization;

17 b. “FCRA Settlement Class,” “FCRA Settlement Class Members,” or “FCRA Class
18 Members,” defined as all consumers who applied for employment with Defendant in
19 California at any time during the period from January 18, 2019 through June 8, 2025
20 (“FCRA Class Period”) and whose application, interview, hiring, and/or continued
21 employment was subject to an employee background check, regardless of whether
22 the individual was actually hired.

23 3. The Court preliminarily appoints the named plaintiff Rossyo Ortiz as Class
24 Representative, and David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group,
25 P.C., as Class Counsel.

26 4. The Court preliminarily approves the proposed class settlement upon the terms and
27 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
28 settlement appears to be within the range of reasonableness of settlement that could ultimately be

1 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
2 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
3 probable outcome of further litigation relating to liability and damages issues. It further appears that
4 extensive and costly investigation and research have been conducted such that counsel for the parties
5 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
6 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
7 delay and risks that would be presented by the further prosecution of the Action. It further appears
8 that the settlement has been reached as the result of intensive, non-collusive and arms-length
9 negotiations utilizing an experienced third-party neutral.

10 5. The Court approves, as to form and content, the Notice of Proposed Class
11 Action Settlement and Date for Final Approval Hearing (“Class Notice”) that has been submitted
12 herewith.

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

17 7. The Court hereby preliminarily approves the definition and disposition of the Gross
18 Settlement Amount of \$682,750.44, which is inclusive of: \$50,000.00 toward FCRA Settlement
19 Payment penalties, which will be divided equally among FCRA Settlement Class Members;
20 attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount, which, if not escalated
21 pursuant to the Agreement, amounts to \$227,583.48, in addition to actual costs incurred of up to
22 \$40,000.00; reimbursement of Plaintiff’s portion of the mediation costs in the amount of \$17,250.00,
23 separate from the maximum amount of \$40,000.00 in Class Counsel’s costs; incentive award of up
24 to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$6,750.00; and Private
25 Attorneys General Act of 2004 (“PAGA”) penalties in the amount of \$50,000.00, of which
26 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) and
27 \$12,500.00 (25%) to Aggrieved Employees.

28 8. “Aggrieved Employees” are all non-exempt employees who worked for Defendant in

1 California, during the period from January 18, 2023 through June 8, 2025 (“PAGA Period”), who
2 were directly hired by Defendant or were placed to work by a staffing agency or under the heading
3 of a Professional Employer Organization.

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

6 10. “Workweek” shall mean the number of weeks each Class Member worked for
7 Defendant for at least one day as an non-exempt employee in California during the Class Period.
8 Workweeks will be calculated by the Settlement Administrator according to the number of verified
9 weeks spent by Participating Class Members in Defendant’s employ during the Class Period.

10 11. Defendant represents that there are no more than approximately 23,000 Workweeks
11 worked during the Class Period. In the event the number of Workweeks worked during the Class
12 Period increases by more than 10%, or 2,300 Workweeks, then the Gross Settlement Amount shall
13 be increased proportionally by the Workweeks in excess of 23,000 multiplied by the Workweek
14 Value. The Workweek Value shall be calculated by dividing the originally agreed-upon GSA
15 (\$682,750.44) by 23,000, which amounts to \$29.68 per Workweek. Thus, for example, should there
16 be 26,300 Workweeks in the Class Period, then the GSA shall be increased by \$29,684.80 (26,300
17 Workweeks —25,300 Workweeks) x \$29.68). Defendant has provided the Class Data to the
18 administrator in the form of Excel spreadsheet.

19 12. The Court deems Apex Class Action Administration (“Apex” or “Settlement
20 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
21 costs, not to exceed \$6,750.00 out of the Gross Settlement Amount for services to be rendered by
22 Apex on behalf of the class.

23 13. Within thirty (30) calendar days after full execution of the Agreement, Defendant’s
24 Counsel shall provide the Settlement Administrator with information with respect to each Settlement
25 Class Member and FCRA Settlement Class Member, including his or her: (1) name; (2) last known
26 address(es) currently in Defendant’s possession, custody or control; (3) last known telephone
27 number(s) currently in Defendant’s possession, custody or control; (4) last known Social Security
28 Number(s) in Defendant’s possession, custody or control; and (5) the dates of employment (i.e., hire

1 dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member
2 and FCRA Settlement Class Member (“Class List”). For FCRA Settlement Class Members who
3 were not hired by Defendant, Defendant shall not be required to provide the Settlement
4 Administrator with their dates of employment.

5 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
6 List in confidence, use the Class List only for purposes of this Settlement and for no other purpose,
7 and restrict access to the Class List to Administrator employees who need access to the Class List
8 to effect and perform under the Agreement.

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

12 16. Within seven (7) calendar days after the Preliminary Approval Date, the Settlement
13 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members
14 and FCRA Settlement Class Members via first-class regular U.S. Mail using the most current
15 mailing address information available.

16 17. “Response Deadline” means the deadline for Settlement Class Members to mail any
17 Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which
18 is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and
19 Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an
20 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-
21 five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark
22 a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
23 exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute
24 was submitted by the Response Deadline.

25 18. No later than seven (7) calendar days from the Response Deadline, the Settlement
26 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
27 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
28 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests

1 for Exclusion and Objections received by the Settlement Administrator.

2 19. Any Settlement Class Member and/or FCRA Settlement Class Member may request
3 exclusion from (i.e., “opt out” of) the Settlement by mailing a written request to be excluded from
4 the Settlement to the Settlement Administrator, postmarked on or before the Response Deadline. To
5 be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the last four digits
6 of the Class Member’s Social Security Number; (3) the Class Member’s signature; and (4) any
7 statement of similar meaning standing for the proposition that the Class Member does not wish to
8 participate in the Settlement.

9 20. Any Settlement Class Member and/or FCRA Settlement Class Member who does not
10 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
11 all terms of the Settlement, including those pertaining to the Released Claims, as well as any
12 Judgment that may be entered by the Court if Final Approval of the Settlement is granted.

13 21. Only Participating Class Members may object to the Settlement. In order for any
14 Settlement Class Member and/or FCRA Settlement Class Member to object to this Settlement in
15 writing, or any term of it, he or she must do so by mailing a written objection to the Settlement
16 Administrator at the address provided on the Class Notice no later than the Response Deadline. The
17 Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and
18 Defendant’s counsel and attach copies of all Objections to the Declaration it provides Class Counsel,
19 which Class Counsel shall file in support of Plaintiff’s Motion for Final Approval. The Objection
20 should set forth in writing: (1) the Objector’s name; (2) the Objector’s address; (3) the last four
21 digits of the Objector’s Social Security Number; (4) the Objector’s signature; (5) a statement of
22 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
23 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
24 Objection. If a Settlement Class Member and/or FCRA Settlement Class Member objects to the
25 Settlement, the Settlement Class Member and/or FCRA Settlement Class Member will remain a
26 member of the Settlement Class and/or FCRA Settlement Class and if the Court approves the
27 Agreement, the Settlement Class Member and/or FCRA Settlement Class Member will be bound by
28 the terms of the Settlement in the same way and to the same extent as a Settlement Class Member

1 and/or FCRA Settlement Class Member who does not object. Settlement Class Members and/or
2 FCRA Settlement Class Members need not object in writing to be heard at the Final Approval
3 Hearing; they may object or comment in person at the hearing at their own expense.

4 22. A Settlement Class Member and/or FCRA Settlement Class Member cannot submit
5 both a Request for Exclusion and an objection. If a Settlement Class Member and/or FCRA
6 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
7 Exclusion will control, and the Objection will be overruled.

8 23. Each Settlement Class Member and/or FCRA Settlement Class Member may dispute
9 the number of Workweeks attributed to him or her on his or her Class Notice. Any such disputes
10 must be mailed to the Settlement Administrator by the Settlement Class Member and/or FCRA
11 Settlement Class Member, postmarked on or before the Response Deadline.

12 24. Defendant shall, within 30 business days of Final Approval Date, and per instructions
13 of the Settlement Administrator, make payment of the Gross Settlement Amount (as the same may
14 be escalated pursuant to the Agreement) and Employer Taxes to the Settlement Administrator
15 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest bearing qualified
16 settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance
17 with the Agreement and the Court’s Orders, and subject to the conditions described in the
18 Agreement.

19 25. Within seven (7) calendar days after payment of the full Gross Settlement Amount
20 and Employer Taxes by Defendant or as soon thereafter as practicable, the Settlement Administrator
21 shall distribute Payments from the QSA for: (1) the Incentive Award to Plaintiff as specified in the
22 Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class
23 Counsel, as specified in the Agreement and approved by the Court; (3) the Settlement Administrator
24 Costs, as specified in the Agreement and approved by the Court; (4) the LWDA Payment, as
25 specified in the Agreement and approved by the Court; and (5) Individual PAGA Payments as
26 specified in the Agreement and approved by the Court. The balance remaining shall constitute the
27 Net Settlement Amount from which Individual Settlement Payments and FCRA Settlement
28 Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All

1 interests accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
2 Participating Class Members based on the number of Workweeks worked by them in the Class
3 Period. Disbursement of the Incentive Award to Plaintiff, Attorneys' Fees and Costs, and Settlement
4 Administrator Costs shall not precede disbursement of Individual Settlement Payments, FCRA
5 Settlement Payments, and Individual PAGA Payments.

6 26. Individual Settlement Payment, FCRA Settlement Payment and Individual PAGA
7 Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days
8 after the date of their issuance, and thereafter, shall be canceled. Any funds associated with such
9 canceled checks shall be distributed by the Settlement Administrator to the State of California's
10 Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved
11 Employees. The Parties agree that this disposition results in no "unpaid residue" under California
12 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement
13 Class Members, whether or not they cash their settlement checks.

14 27. All papers filed in support of final approval, including supporting documents for
15 attorneys' fees and costs, shall be filed pursuant to the timeframes set forth in Code of Civil
16 Procedure § 1005.

17 28. A Final Approval Hearing shall be held with the Court on **January 5, 2027, at 10:00**
18 **a.m.** in Department 7 of the above-entitled Court to determine: (1) whether the proposed settlement
19 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
20 FCRA Settlement Payment to FCRA Class Members; (3) the amount of attorneys' fees and costs to
21 be awarded to Class Counsel; (4) the amounts of incentive award to the Class Representative; (5)
22 the amount to be paid to the Settlement Administrator; and (6) the amount to be apportioned to
23 PAGA and/or paid to the LWDA and Aggrieved Employees.

24 **IT IS SO ORDERED.**

25 Dated: 08/11/2026
26 _____



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Judge of the Superior Court

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