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PARIS LORENZO WOODS; as individuals and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KASIE BEY-KEYS, an individual; PARIS
LORENZO WOODS, an individual; and on
behalf of all others similarly situated,

Plaintiffs,

v.

BG-IC, L.L.C., a Delaware limited liability
company; BERKSHIRE RESIDENTIAL
INVESTMENTS, a business entity of
unknown origin; BERKSHIRE PROPERTY
ADVISORS, L.L.C., a Delaware limited
liability company; BERKSHIRE GROUP,
L.L.C., a Delaware limited liability company;
BERKSHIRE COMMUNITIES, L.L.C., a
Delaware limited liability company; ONE
SANTA FE, a business entity of unknown
origin; IRENE HERDEN, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV23484

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

**~~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 plaintiffs Kasie Bey-Keys (“Plaintiff Bey-Keys”) 2 and Paris Lorenzo Woods (“Plaintiff Woods”, and together with Plaintiff Bey-Keys, the 3 “Plaintiffs”), for Preliminary Approval of the Class and Representative Action Settlement and 4 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), 5 the Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiffs, and Sean Hartranft, the First 6 Amended Class and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or 7 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final 8 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for 9 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

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

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement 13 Class Members” or “Class Members”) for the purpose of settlement only: all persons employed by 14 defendant BG-IC, L.L.C. (“Defendant”) in California as non-exempt employees at any time during 15 the period from March 1, 2022 through May 31, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiffs Kasie Bey-Keys and Paris 17 Lorenzo Woods (collectively, “Plaintiffs”), as Class Representatives. The Court also preliminarily 18 appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and 20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the 21 settlement appears to be within the range of reasonableness of settlement that could ultimately be 22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement 23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the 24 probable outcome of further litigation relating to liability and damages issues. It further appears that 25 extensive and costly investigation and research have been conducted such that counsel for the Parties 26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court 27 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the 28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
2 negotiations utilizing an experienced third-party neutral.

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

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

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$390,000.00 which is inclusive of: attorneys' fees of not more than one-third
11 (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
12 amounts to \$130,000.00, in addition to actual costs incurred of up to \$30,000.00; Service Payment
13 of not more than \$7,500.00 each to plaintiffs Kasie Bey-Keys and Paris Lorenzo Woods; costs of
14 settlement administration not to exceed \$6,490.00 and Private Attorneys' General Act of 2004
15 ("PAGA") penalties in the amount of \$39,000.00, of which \$29,250.00 (75%) will be paid to the
16 Labor and Workforce Development Agency ("LWDA") and \$9,750.00 (25%) to Aggrieved
17 Employees defined as a person employed by Defendant in California as nonexempt employees at
18 any time during the period from September 22, 2022, through the end date of the Class Period
19 ("PAGA Period").

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

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

25 10. Defendant represents that that there are no more than 7,100 Workweeks as of March
26 31, 2025. If the number of Workweeks during the Class Period is more than 10% greater than this
27 figure (i.e., if there are 7,810 or more Workweeks), Defendant agrees to increase the Gross
28 Settlement Amount on a proportional basis for the amount above 7,810 Class Members.

1 11. The Court deems, Apex Class Action LLC (“Apex” or “Settlement Administrator”),
2 the Settlement Administrator, and payment of administrative costs, not to exceed \$6,490.00 out of
3 the Gross Settlement Amount for services to be rendered by Settlement Administrator on behalf of
4 the class.

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

11 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
12 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
13 and restrict access to the Class Data to Administrator employees who need access to the Class Data
14 to effect and perform under the Agreement. Defendant has a continuing duty to immediately notify
15 Class Counsel if it discovers that the Class Data omitted class member identifying information and
16 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
17 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
18 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
19 any issues related to missing or omitted Class Data.

20 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
21 after receiving the Class Data, the Administrator will send to all Class Members identified in the
22 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
23 translation, substantially in the form attached to the Agreement as Exhibit A.

24 15. Not later than 3 business days after the Administrator’s receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
26 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
27 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
28 most current address obtained. The Administrator has no obligation to make further attempts to

1 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
2 time.

3 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
4 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) mail, fax, or email Requests for Exclusion from the Settlement, or (b) mail, fax, or email
6 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
7 having been returned undeliverable to the Administrator shall have an additional 15 days beyond
8 the Response Deadline has expired unless the forty-fifth (45th) calendar day falls on a Sunday or
9 federal holiday, in which case the Response Deadline will be extended to the next day on which the
10 U.S. Postal Service is open.

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

19 18. Every Class Member who does not submit a timely and valid Request for Exclusion
20 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
21 bound by all terms and conditions of the Settlement, including the Participating Class Members'
22 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
23 objects to the Settlement

24 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
25 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
26 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
27 Class Notice. The Class Member may challenge the allocation by communicating with the
28 Administrator via mail, fax, or email. The Administrator must encourage the challenging Class

1 Member to submit supporting documentation. In the absence of any contrary documentation, the
2 Administrator is entitled to presume that Defendant's records and the Workweeks contained in the
3 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's
4 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
5 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
6 copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
7 Class Counsel and the Administrator's determination the challenges.

8 20. Only Participating Class Members may object to the class action components of the
9 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
10 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
11 and/or Class Representative Service Payment. Participating Class Members may send written
12 objections to the Administrator, by mail, fax, or email. In the alternative, Participating Class
13 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections
14 at the Final Approval Hearing.

15 21. If a Class Member submits both an objection and a Request for Exclusion, the
16 Request for Exclusion will control and the Objection will be overruled.

17 22. Before the date by which Plaintiffs are required to file the Motion for Final Approval
18 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
19 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
20 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
21 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
22 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
23 number of written objections and attach the Exclusion List. The Administrator will supplement its
24 declaration as needed or requested by the Parties and/or the Court.

25 23. "Effective Date" the date when all of the following events have occurred: (1) the
26 Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant's Counsel;
27 (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class
28 Action Settlement has been given to the putative members of the Settlement Class, providing them

1 with an opportunity to object to the terms of the Stipulation of Settlement or opt out of the settlement;
2 (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying
3 the Settlement Class and approving the Stipulation of Settlement; (5) 65 calendar days have passed
4 since the Court has entered a final Order and Judgment certifying the Settlement Class and
5 approving the Stipulation of Settlement; and (6) in the event there are written objections filed prior
6 to the final fairness hearing which are not later withdrawn or denied, the later of the following
7 events: five business days after the period for filing any appeal, writ or other appellate proceeding
8 opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any
9 appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate
10 proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed,
11 five business days after any appeal, writ or other appellate proceedings opposing the Stipulation of
12 Settlement has been finally and conclusively dismissed with no right to pursue further remedies or
13 relief.

14 24. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
15 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
16 Administrator no later than 14 days after the Effective Date.

17 25. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
18 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
19 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
20 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
21 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
22 and the Class Representative Service Payment shall not precede disbursement of Individual Class
23 Payments, and the Individual PAGA Payments.

24 26. For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
26 transmit the funds represented by such checks to the California Controller's Unclaimed Property
27 Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
28 requirements of California Code of Civil Procedure Section 384, subd. (b).

1 27. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed by at least 21 days in advance of the Final Fairness Hearing.

3 28. A Final Fairness and Approval Hearing shall be held with the Court on
4 February 1, 2027, at 10:00 am in Department 7 of the above-entitled Court to determine: (1)
5 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
6 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
7 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
8 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
9 Aggrieved Employees.

10 **IT IS SO ORDERED.**

11 08/21/2026

12 Dated: _____



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

Samantha Jessner / Judge

Judge of the Superior Court