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Attorneys for Plaintiff, CURTIS JOHNSON,
on behalf of himself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles

09/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CURTIS JOHNSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

HELP/SYSTEMS, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 22STCV21858

[Assigned for all purposes to the Hon. Theresa
M. Traber in Dept 1]

**[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, Curtis Johnson (“Plaintiff”), for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Plaintiff Curtis Johnson, and Sean Hartranft, the First
5 Amended Class and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or
6 “Agreement”), the proposed Notice of Proposed Class Action and Representative PAGA Settlement
7 and Date of Final Approval Hearing (“Class Notice”), and other documents submitted in support of
8 the Motion for Preliminary 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” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by Defendant Fortra, LLC, formerly known as Help/Systems, LLC, either
14 directly or through any subsidiary, staffing agency, or professional employer organization, as a non-
15 exempt, hourly-paid employee, or as an exempt employee who received a salary of less than two
16 times the applicable statewide minimum wage, during the Period from and including July 6, 2018
17 through and including April 20, 2025 (“Class Period”) in the State of California.

18 3. The Court preliminarily appoints the named Plaintiff, Curtis Johnson, as the Class
19 Representative. The Court also preliminarily appoints David D. Bibiyan, Vedang J. Patel, and
20 Brandon M. Chang of Bibiyan Law Group, as Class Counsel.

21 4. “Defendant” means named defendant Fortra, LLC, formerly known as Help/Systems,
22 LLC.

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

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

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

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

13 8. The Court hereby preliminarily approves the definition and disposition of the Total
14 Settlement Amount of \$406,000.00, which is inclusive of: attorneys' fees of up to one third (1/3) of
15 the Total Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
16 amounts to \$135,333.33, in addition to actual costs incurred of up to \$30,000.00; a service award of
17 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$4,990.00; and Private
18 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$40,000.00, of which
19 \$30,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
20 \$10,000.00 (25%) to Aggrieved Employees.

21 9. "Aggrieved Employees," means all persons currently or formerly employed by
22 Defendant Fortra, LLC, formerly known as Help/Systems, LLC, either directly or through any
23 subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid
24 employee, or as an exempt employee who received a salary of less than two times the applicable
25 statewide minimum wage, during the Period from and including July 11, 2021 through and including
26 April 20, 2025 ("PAGA Period") in the State of California.

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1 10. The Total Settlement Amount expressly excludes Employer Taxes, which will be
2 paid separately and apart by Defendants on the wages portion of the Wage Portions of the Individual
3 Class Payments.

4 11. Class Member's "Workweeks" means any week during the Class Period in which a
5 Class Member worked as a Class Member for Defendant for at least one day, as determined by the
6 Class Data.

7 12. Defendant represents that, as of the date of the Parties' mediation, Defendant
8 estimated that the Class Members worked approximately 3,057 Workweeks for Defendant within
9 the State of California from July 6, 2018 through February 19, 2025. In the event that the number
10 of Workweeks in which the Class Members worked for Defendant within the State of California
11 during the Class Period increases by more than 10% (*i.e.*, to more than 3,363 Workweeks), then
12 Defendant agrees that the Total Settlement Amount shall increase in proportion with the percentage
13 of the increase above 3,363 Workweeks during the Class Period (*e.g.*, if the number of Workweeks
14 increases by 11% during the Class Period, the Total Settlement Amount shall increase by 1%,
15 meaning by \$4,060).

16 13. "Prior Settlements" mean the prior settlement agreements and payments provided
17 under the agreements, totaling \$106,000.00, which Defendant already entered into and paid to 13 of
18 the Class Members in resolution of claims which are alleged in the Class Action.

19 14. "Remaining Settlement Amount" means the Total Settlement Amount, less the Prior
20 Settlements. The Remaining Settlement Amount is currently estimated to be \$300,000.00, but may
21 be increased as provided in Paragraph 8.1 of the Agreement.

22 15. "Net Settlement Amount" means the Remaining Settlement Amount, less the
23 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
24 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
25 Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to
26 be paid to Participating Class Members as Individual Class Payments.

27 16. The Net Settlement Amount, currently estimated to be no less than \$82,176.67,
28 available to pay Class Members that was determined by subtracting the requested Class Counsel

1 Fees Payment (\$135,333.33), Class Counsel Litigation Expenses Payment (not to exceed
2 \$30,000.00), Class Representative Incentive Award to Plaintiff (\$7,500.00), the PAGA Penalties
3 (\$40,000.00), and Administration Expenses Payment (not to exceed \$4,990.00) from the Remaining
4 Settlement Amount (\$300,000.00).

5 17. The Court deems Apex Class Action LLC. (“Settlement Administrator” or “Apex”
6 or “Administrator”), the Settlement Administrator, and payment of administrative costs, not to
7 exceed \$4,990.00 out of the Total Settlement Amount for services to be rendered by Apex on behalf
8 of the class.

9 18. No later than 30 days after the Court grants Preliminary Approval of the Settlement,
10 Defendant will deliver the Class Data to the Administrator. Class Data” means a list that Defendant
11 shall provide to the Administrator, on a confidential basis, in Microsoft Excel or similar electronic format,
12 identifying the following information for each Class Member, using information within Defendant’s
13 possession, custody, or control: (1) name; (2) last-known address; (3) last-known telephone number; (4)
14 Social Security Number (or other Taxpayer Identification Number, as applicable); (5) dates of employment
15 (including any hire, re-hire, and/or separation dates occurring during the Class Period); and (6) whether or
16 not Defendant already paid the Class Member in resolution of the claims alleged in the Class Action.

17 19. To protect Class Members’ privacy rights, the Administrator will maintain the Class
18 Data in confidence; will use the Class Data solely to carry out its duties with respect to the
19 administration of this Settlement, and not for any other purpose; and will restrict access to the Class
20 Data to employees of the Administrator who need to access the Class Data in order to effectuate the
21 duties of the Administrator as provided under this Agreement. Up until the time of Judgment,
22 Defendant agrees to immediately notify Class Counsel if Defendant discovers that the Class Data
23 omitted identifying information for any of the Class Members, in which case, Defendant agrees to
24 provide corrected or updated Class Data as soon as reasonably feasible.

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

1 21. Before mailing the Class Notices, the Administrator shall update the Class Member
2 addresses using the National Change of Address database.

3 22. Not later than 3 business days after the Administrator's receipt of any Class Notice
4 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
5 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
6 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
7 most current address obtained. The Administrator has no obligation to make further attempts to
8 locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a
9 second time.

10 23. "Response Deadline" means forty-five (45) days after the Administrator mails the
11 Class Notice to the Class Members, and shall be the last date on which Class Members may: (a)
12 mail Requests for Exclusion from the Settlement Class, or (b) mail his or her Objection to the
13 Settlement. If a Class Notice is returned to the Administrator as undeliverable, and the Class Notice
14 is thereafter re-sent to the Class Member, the Response Deadline shall be extended by an additional
15 15 days for the Class Member to whom the Class Notice has been re-sent.

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

24 25. 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 allocated to the Class Member in the Class Notice. The Class Member
27 may challenge the allocation by communicating with the Administrator via mail. The Administrator
28 must request that the challenging Class Member submit supporting documentation. In the absence

1 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
2 contained in the Class Notice are correct so long as they are consistent with the Class Data.

3 26. Only Participating Class Members may object to the class action components of the
4 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
5 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
6 Payment, and/or Class Representative Service Payment.

7 27. Participating Class Members may send written objections to the Administrator, by
8 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
9 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
10 Member who elects to send a written objection to the Administrator must do so not later than 45
11 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
12 Members whose Class Notice was re-mailed).

13 28. If a Class Member submits both an objection and a Request for Exclusion, the
14 Request for Exclusion will control, and the Objection will be overruled.

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

25 30. For any Participating Class Member whose Individual Class Payment check, and for
26 any PAGA Group Member whose Individual PAGA Payment check, remains uncashed and is
27 cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks
28 to the California Controller's Unclaimed Property Fund, in the name of the Class Member or PAGA

1 Group Member, thereby leaving no “unpaid residue” subject to the requirements of California Code
2 of Civil Procedure Section 384, subd. (b).

3 31. All papers filed in support of final approval, including supporting documents for
4 attorneys’ fees and costs, shall be filed by January 11, 2027.

5 32. A Final Fairness and Approval Hearing shall be held with the Court on
6 February 11, 2027 at 10:30 a.m in Department 1 of the above-entitled Court to determine:
7 (a) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved
8 by the Court; (b) the amount of attorneys’ fees and costs to be awarded to Class Counsel; (c) the
9 amount of service award to the Class Representative; (d) the amount to be paid to the Settlement
10 Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the LWDA and
11 Aggrieved Employees.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 09/10/2026



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over the seal and extends to the right.

Theresa M. Traber / Judge
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On September 3, 2026, I caused a true and correct copy of the foregoing document
6 described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
7 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS**
8 **FOR SETTLEMENT PURPOSES ONLY** and to be served by electronic transmission to the
below-referenced electronic email addresses as follows:

9 **OGLETREE, DEAKINS, NASH,**
10 **SMOAK & STEWART, P.C.**

Catherine L. Brackett, Esq.

11 *catherine.brackett@ogletree.com*

Ryan H. Crosner, Esq.

12 *ryan.crosner@ogletruedeakins.com*

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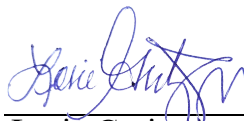
15 **Counsel for Defendant HELP/SYSTEMS, LLC**

16 ☒ **BY CASE ANYWHERE:**

17 Based on the Court's Order regarding Electronic Service or an agreement by the parties to
18 accept service by electronic transmission, I caused the document(s) described above to be
electronically served to the persons at the e-mail address listed above.

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

20 Executed on September 3, 2026, at Los Angeles, California.

21 

22 _____
23 Lorie Gutierrez
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