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Attorneys for Plaintiff, OSCAR MOCTEZUMA,
on behalf of himself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Alameda
08/20/2024
Clad Filer, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumonono

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

OSCAR MOCTEZUMA, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

DIRECT LINE GLOBAL, LLC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23CV033075

[Assigned for all purposes to the Hon. Michael
Markman in Dept. 23]

~~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 Oscar Moctezuma (“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, and Lisa Mullins, the Joint Stipulation Re: Class
5 Action and Representative Action Settlement (“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” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by defendant Direct Line Global, LLC (“Defendant”), either directly or through
14 any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
15 employees during the period from August 3, 2018 through February 14, 2024 (“Class Period”) in
16 the State of California.

17 3. The Court preliminarily appoints the named plaintiff Oscar Moctezuma as Class
18 Representative, and David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group,
19 P.C., as Class Counsel.

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

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

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

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

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$891,250.00, which is inclusive of: attorneys' fees of up to one third (1/3) of
12 the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
13 amounts to \$297,083.33, in addition to actual costs incurred of up to \$30,000.00; service award of
14 up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$8,950.00 and Private
15 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$50,000.00, of which
16 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
17 \$12,500.00 (25%) to "Aggrieved Employees," defined as all persons currently or formerly employed
18 by Defendant, either directly or through any subsidiary, staffing agency, or professional employer
19 organization, as non-exempt, hourly-paid employees during the period from February 8, 2021
20 through February 14, 2024 ("PAGA Period") in the State of California.

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

23 9. Class Member's "Workweek" shall mean any week during the Class Period in which
24 any Class Member performed any work for Defendant at least one day, based on hire dates,
25 termination dates (as applicable), and re-hire date(s) (as applicable).

26 10. Defendant represents that there are no more than 35,650 Workweeks worked by Class
27 Members during the Class Period. In the event the number of Workweeks during the Class Period
28 increases by more than 5%, or an additional 1,782 Workweeks worked, then the Gross Settlement

1 Amount shall be increased proportionally by the Workweeks worked in excess of 35,650 multiplied
2 by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-
3 upon Gross Settlement Amount (\$891,250.00) by 35,650. The Parties agree that the Workweek
4 Value amounts to and the settlement amounts to \$25.00 per Workweek ($\$891,250.00 / 35,650$
5 Workweeks). Thus, for example, should there be 40,000 Workweeks in the Class Period, then the
6 Gross Settlement Amount shall be increased by \$108,750.00 (40,000 Workweeks – 35,650
7 Workweeks x \$25.00/Workweek). Alternatively, in the event the number of Workweeks during the
8 Class Period exceeds 35,650, instead of increasing the Gross Settlement Amount, the Parties may
9 end the Class Period on the date the number of Workweeks reaches 35,650. The Party making this
10 election shall notify the other of their election no later than seven (7) calendar days after receiving
11 sufficient information from the Settlement Administrator regarding the total number of Workweeks
12 during the Class Period.

13 11. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
14 settlement administrator, and payment of administrative costs, not to exceed \$8,950.00 out of the
15 Gross Settlement Amount for services to be rendered by ILYM on behalf of the class.

16 12. Within seven (7) calendar days after the Preliminary Approval Date, Defendant’s
17 Counsel shall provide the Settlement Administrator with information with respect to each Settlement
18 Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendant’s
19 possession, custody or control; (3) last known telephone number(s) currently in Defendant’s
20 possession, custody or control; (4) last known Social Security Number(s) in Defendant’s possession,
21 custody or control; and (5) the dates of employment, i.e., hire dates and, if applicable, re-hire date(s)
22 and/or separation date(s)) for each Settlement Class Member (“Class List”).

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

26 14. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from
27 Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the
28 Settlement Class Members via first-class regular U.S. Mail using the most current mailing address

1 information available.

2 15. "Response Deadline" means the deadline for Settlement Class Members to mail any
3 Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which
4 is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and
5 Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an
6 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five
7 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a
8 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
9 exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute
10 was submitted by the Response Deadline.

11 16. No later than seven (7) calendar days from the Response Deadline, the Settlement
12 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
13 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
14 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests
15 for Exclusion and Objections received by the Settlement Administrator.

16 17. Any Settlement Class Member may request exclusion from (i.e., "opt out" of) the
17 Settlement by mailing a written request to be excluded from the Settlement ("Request for
18 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To
19 be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four (4)
20 digits of the Class Member's Social Security Number; (3) the Class Member's signature; and (4)
21 the following statement: "Please exclude me from the Settlement Class in the *Oscar Moctezuma v.*
22 *Direct Line Global, LLC* matter," or any statement of similar meaning standing for the proposition
23 that the Class Member does not wish to participate in the Settlement.

24 18. Any Settlement Class Member who does not opt out of the Settlement by submitting
25 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
26 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
27 if Final Approval of the Settlement is granted.

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1 19. Only Participating Class Members may object to the Settlement. In order for any
2 Settlement Class Member to object to the Settlement in writing, or any term of it, he or she must do
3 so by mailing a written objection to the Settlement Administrator at the address provided on the
4 Class Notice no later than the Response Deadline. The Objection should set forth in writing: (1) the
5 Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security
6 Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the
7 Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority,
8 if any, the Objector asserts in support of the Objection. The date of mailing of the Class Notice to
9 the objecting Settlement Class Member shall be conclusively determined according to the records
10 of the Settlement Administrator. Settlement Class Members need not object in writing to be heard
11 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
12 expense.

13 20. 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 21. Each Settlement Class Member may dispute the number of Workweeks attributed to
16 him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
17 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
18 Response Deadline.

19 22. Defendant shall, within fourteen (14) business days of the Final Approval Date make
20 payment of the Gross Settlement Amount (as the same may be increased pursuant to the Agreement)
21 and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section
22 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC
23 insured banking institution, for distribution in accordance with the Agreement and the Court's
24 Orders, and subject to the conditions described in the Agreement. In the event of an appeal of the
25 order granting final approval, Defendant will not be required to fund any portion of the settlement
26 until sixty (60) days after all appeals are exhausted and the order granting final approval becomes
27 final.

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1 23. Within seven (7) calendar days after payment of the full Gross Settlement Amount
2 and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
3 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified
4 in the Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award to be paid
5 to Class Counsel, as specified in the Agreement and approved by the Court; (3) the Settlement
6 Administrator Costs, as specified in the Agreement and approved the Court; (4) the LWDA
7 Payment, as specified in the Agreement and approved by the Court; (5) Individual PAGA Payments
8 to Aggrieved Employees, as specified in the Agreement and approved by the Court; and (6)
9 Individual Settlement Payments to Participating Class Members, less applicable taxes and
10 withholdings, as specified in the Agreement and approved by the Court. All interest accrued shall
11 be for the benefit of the Class Members and distributed on a pro rata basis to Participating Class
12 Members based on the number of Workweeks worked by them in the Class Period.

13 24. Individual Settlement Payment checks shall remain valid and negotiable for one
14 hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such
15 payments shall be canceled and funds associated with such checks shall be transmitted to the *cy pres*
16 recipient, Safe Place for Youth (<https://www.safeplaceforyouth.org>) pursuant to Cal. Code. Civ.
17 Proc. § 384.

18 25. All papers filed in support of final approval, including supporting documents for
19 attorneys' fees and costs, shall be filed by November 18, 2024.

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1 26. A Final Approval Hearing shall be held with the Court on December 12, 2024 at
2 10:00 a.m. in Department 23 of the above-entitled Court to determine: (1) whether the proposed
3 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
4 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
5 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
6 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

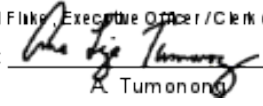
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8 **IT IS SO ORDERED.**

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10 Dated: 08/20/2024



Judge of the Superior Court

Michael Marknan / Judge

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>		<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>		<p align="center">FILED Superior Court of California County of Alameda 08/22/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong</p>
<p>PLAINTIFF/PETITIONER: Oscar Moctezuma</p>		
<p>DEFENDANT/RESPONDENT: DIRECT LINE GLOBAL, LLC., a California limited liability company</p>		
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>		<p>CASE NUMBER: 23CV033075</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

David D. Bibiyan
Bibiyan Law Group, P.C.
david@tomorrowlaw.com

Shannon B. Nakabayashi
JACKSON LEWIS P.C.
shannon.nakabayashi@jacksonlewis.com

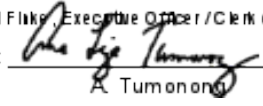
Dated: 08/22/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>		<p align="center">Reserved for Clerk's File Stamp</p>
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<p>DEFENDANT/RESPONDENT: DIRECT LINE GLOBAL, LLC., a California limited liability company</p>		
<p align="center">CERTIFICATE OF MAILING</p>		<p>CASE NUMBER: 23CV033075</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Oscar Moctezuma
1460 Westwood Boulevard
Los Angeles, CA 90024

Dated: 08/22/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

CERTIFICATE OF MAILING