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of himself and all others similarly situated and aggrieved

FILED

Superior Court of California

County of Los Angeles

12/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RENE HERNANDEZ, on behalf of himself and
all others similarly situated and aggrieved,

Plaintiff,

v.

TODD PIPE & SUPPLY, LLC; a terminated
California limited liability company; TODD
PIPE HOLDINGS, INC., a California
corporation; MORSCO SUPPLY, LLC, a
Texas limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 22STCV30190

[Assigned to the Hon. Stuart M. Rice in Dept.
1]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AGREEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

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

11 1. The Motion for Final Approval of Class and PAGA Settlement Agreement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

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

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by
19 defendants Todd Pipe & Supply, LLC (“Todd LLC”) and Todd Pipe Holdings, Inc. (“Todd Inc.”
20 and collectively, “Defendants”) as hourly-paid, non-exempt employees in the State of California at
21 any time during the period from September 15, 2018 through December 31, 2021 (“Class Period”).

22 5. “Plaintiff” refers to plaintiff Rene Hernandez.

23 6. The parties released shall include: Defendants and each of its former and present
24 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
25 assigns, subsidiaries, parents and affiliates (“Released Parties”).

26 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
27 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
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1 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
2 Members, and 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, rights, demands, liabilities, and causes of action that were alleged or
7 reasonably could have been alleged based on the facts stated in the Operative
8 Complaint including: (i) failure to pay overtime wages; (ii) failure to pay minimum
9 wages and wages of any type; (iii) failure to provide meal periods or and/or pay meal
10 period premiums; (iv) failure to provide rest periods and/or pay rest period
11 premiums; (v) failure to pay all wages an accrued vacation/paid time off at
12 separation; (vi) failure to issue timely accurate wage statements; (vii) failure to
13 reimburse or indemnify necessary business expenses; and (viii) unfair business
14 practices that could have been premised on the claims, causes of action on legal
15 theories of relief described above or any of the claims, causes of action or legal
16 theories of relief described above or any of the claims, causes of action or legal
17 theories of relief pleaded in the Operative Complaint. (the “Class Released Claims”).
- 18 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to
19 release, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
21 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
22 could have been alleged, based on the facts stated in the PAGA Notice and thereafter
23 alleged in the Operative Complaint, including, claims for PAGA penalties pursuant
24 to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
25 alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201
26 201.3, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1174,
27 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5.

1 9. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the
2 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
3 been completed in conformity with the Preliminary Approval Order, including individual notice to
4 all Class Members who could be identified through reasonable effort, and was the best notice
5 practicable under the circumstances. This Class Notice provided due and adequate notice of the
6 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
7 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
8 satisfied the requirement of due process.

9 10. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
10 to the Settlement, and zero (0) submitted any workweek dispute.

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

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

26 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
27 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
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1 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
2 litigation, and the attendant inconvenience and expense.

3 14. The Court approves Plaintiff as class representative.

4 15. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
5 as Class Counsel.

6 16. The Court approves ILYM Group, Inc. ("Settlement Administrator" or "ILYM"), as the
7 Settlement Administrator.

8 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
9 \$248,333.33 which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
10 In addition, the Court awards Class Counsel reimbursement of their costs of \$24,386.17 to be
11 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
12 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
13 Agreement.

14 18. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
15 consideration of his time, effort and risk incurred on behalf of the Settlement Class, and for
16 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The
17 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
18 Settlement Amount as set forth in the Settlement Agreement.

19 19. The Court hereby approves the Settlement Administrator's cost in the amount of
20 \$8,550.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
21 of the settlement from the Gross Settlement Amount.

22 20. The Gross Settlement includes: (1) Administration Costs up to \$8,550.00; (2) a service
23 award of up to \$7,500.00 to Rene Hernandez for his time and effort in pursuing this case; (3) one-
24 third (1/3) of the Gross Settlement Amount in attorneys' fees amounts to \$248,333.33; (4) up to
25 \$24,386.17 in litigation costs to Class Counsel; (5) payment allocated to PAGA penalties in the
26 amount of \$40,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the
27 PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$30,000.00, will be
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1 paid to the LWDA and twenty-five percent (25%), or \$10,000.00, will be distributed to Aggrieved
2 Employees. After deducting these sums, a total of approximately not less than \$423,730.5 will be
3 available for distribution to Class Members (“Net Settlement Amount”).

4 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
5 costs in connection with this matter.

6 22. For any Class Member whose Individual Class Payment check is uncashed and
7 cancelled after one hundred eighty (180) calendar days after the date of their issuance, the
8 Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
9 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in any county
10 in California in need.

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

14 24. A Non-Appearance Case Review Re: Final Administration of the Class Action
15 Settlement is hereby scheduled for Ö^&^ à^!ÆJ, 2024, 1:€€Á.m, in Department 1 of
16 the above entitled Court. At least five (5) calendar days prior to said review, the Parties shall file a
17 declaration confirming that the claims have been paid and that administration of all the terms and
18 conditions of the class action settlement have been completed. Should the Court find that said
19 declaration has sufficiently evidenced full and complete administration of the class action
20 settlement, said review will be satisfied.

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

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25 **IT IS SO ORDERED.**

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27 Dated: 12/13/2024, 2024



Stuart M. Rice

Stuart M. Rice / Judge

Judge of the Superior Court