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and MARIA R. CASTILLO VICARIO on behalf of themselves
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MANUEL HERNANDEZ and MARIA R.
CASTILLO VICARIO, on behalf of
themselves and all others similarly situated
and aggrieved,

Plaintiffs,

v.

THIBIANT INTERNATIONAL, INC., a
California corporation; LEGENDARY
STAFFING, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV22067

[Assigned 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 Manuel Hernandez and Maria R. Castillo
2 Vicario (collectively “Plaintiffs”) for Preliminary Approval of the Class and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for
4 Preliminary Approval”), the Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiffs, and
5 Anthony Rogers, the Memorandum of Understanding entered into by the Parties, Plaintiff’s
6 proposed Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”), the
7 proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class
8 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement are incorporated by reference into this Order;
11 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 currently or
14 formerly directly employed by defendant Thibiant International, Inc. (“Defendant Thibiant”) as
15 hourly-paid, non-exempt in California at any time during the period from March 1, 2021 through
16 October 24, 2022 (“Class Period”).

17 3. The Court preliminarily appoints the named plaintiffs Manuel Hernandez and Maria
18 R. Castillo Vicario as Class Representatives, and David D. Bibiyan and Vedang J. Patel of Bibiyan
19 Law Group, 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. The Court finds, on a preliminary basis, that the settlement
22 appears to be within the range of reasonableness of settlement that could ultimately be given final
23 approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is
24 fair, adequate, and reasonable as to all potential class members when balanced against the probable
25 outcome of further litigation relating to liability and damages issues. It further appears that extensive
26 and costly investigation and research has been conducted such that counsel for the parties at this
27 time are reasonably able to evaluate their respective positions. It further appears to the Court that
28 the settlement at this time will avoid substantial additional costs to all parties, as well as the delay

1 and risks that would be presented by the further prosecution of the Action. It further appears that the
2 settlement has been reached as the result of intensive, non-collusive and arms-length negotiations
3 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, so long as the Notice includes the timing of the funding of the settlement.

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. The Court finds
8 that dissemination of the Class Notice set forth in the Settlement complies with the requirements of
9 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 \$480,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
12 (35%) of the Gross Settlement Amount, which amounts to \$168,000.00, in addition to actual costs
13 incurred of up to \$30,000.00; service award of up to \$7,500.00 to each plaintiff, for a total of
14 \$15,000.00 to Plaintiffs; costs of settlement administration of no more than \$6,950.00; and Private
15 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$48,000.00, of which
16 \$36,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
17 \$12,000.00 (25%) to "Aggrieved Employees," defined as a person currently or formerly directly
18 employed by Defendant Thibiant as non-exempt, hourly-paid employees in California at any time
19 during the period from June 21, 2020 through the end of the Class Period ("PAGA Period").

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

22 9. Class Member's "Workweek" shall means any week during which a Class Member
23 was directly employed by and worked for Defendant Thibiant in a non-exempt, hourly position
24 during the Class Period in California, based on hire dates, re-hire dates (as applicable), and
25 termination dates (as applicable).

26 10. Defendant Thibiant represents that there were no more than 24,000 Workweeks
27 worked by Class Members during the Class Period. In the event the number of Workweeks worked
28 was in fact greater than 24,000 by 10%, or 2,400 more Workweeks, then the GSA shall be increased

1 proportionally by the Workweeks worked in the Class Period in excess of 26,400 multiplied by the
2 Workweek Value. The Workweek Value shall be calculated by dividing the GSA by 24,000
3 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement amounts to
4 \$20 per Workweek (\$480,000 / 24,000 Workweeks). Thus, for example, should there be 27,000
5 Workweeks worked by Class Members in the Class Period, then the GSA shall be increased by
6 \$12,000 ((27,000 Workweeks – 26,400 Workweeks) x \$20/per Workweek).

7 11. The Court deems ILYM Group, Inc. (“ILYM,” “Settlement Administrator,” or
8 “Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed
9 \$6,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
10 the class.

11 12. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
12 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
13 Microsoft Excel spreadsheet. “Class Data” Class Member identifying information in Defendant
14 Thibiant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known
15 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
16 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

17 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
18 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
19 and restrict access to the Class Data to Administrator employees who need access to the Class Data
20 to effect and perform under the Agreement.

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

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

27 16. “Response Deadline” means forty-five (45) days after the Administrator mails
28 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class

1 Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection
2 to the Settlement. Class Members to whom Notice Packets are resent after having been returned
3 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
4 has expired.

5 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
6 must send the Administrator, by mail, a signed written Request for Exclusion not later than Response
7 Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that
8 reasonably communicates the Class Member's election to be excluded from the Settlement and
9 includes the Class Member's name, address and email address or telephone number. To be valid, a
10 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

16 19. Each Class Member shall have until the Response Deadline to challenge the number
17 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
18 Notice. The Class Member may challenge the allocation by communicating with the Administrator
19 via mail.

20 20. Only Participating Class Members may object to the class action components of the
21 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
22 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
23 and/or Class Representative Service Payment.

24 21. Participating Class Members may send written objections to the Administrator, by
25 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
26 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
27 Member who elects to send a written objection to the Administrator must do so not later than 45
28

1 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
2 Members whose Class Notice was re-mailed).

3 22. If a Class Member submits both an objection and a Request for Exclusion, the
4 Request for Exclusion will control and the objection will be overruled.

5 23. Not later than 5 days after the expiration of the deadline for submitting Requests for
6 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a)
7 the names and other identifying information of Class Members who have timely submitted valid
8 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
9 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
10 Exclusion from Settlement submitted (whether valid or invalid).

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

19 25. All papers filed in support of final approval, including supporting documents for
20 attorneys' fees and costs, shall be filed ~~by~~ 16 court days prior to the hearing.

21 26. A Final Fairness and Approval Hearing shall be held with the Court on
22 March 16, 2026 at 10:00 a.m in Department 7 of the above-entitled Court to determine:
23 (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved
24 by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the
25 amount of service award to the Class Representative; (4) the amount to be paid to the Settlement
26 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
27 Aggrieved Employees.

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1 27. For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller's Unclaimed Property fund in the
4 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
5 California Code of Civil Procedure Section 384.

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7 **IT IS SO ORDERED.**

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9 Dated: 11/13/2025



A handwritten signature in black ink, appearing to read "S. Jessner", is written over the judge's name.

Samantha Jessner / Judge

Judge of the Superior Court

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