

Electronically Received 04/10/2025 09:40 PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

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

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.

FILED
Superior Court of California
County of Alameda
05/06/2025
Clad Flake, Executive Officer / Clerk of the Court
By: *T. Lopez* Deputy
T. Lopez

CASE NO.: 23CV033075

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

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD; AND
JUDGMENT**

HEARING INFORMATION:

DATE: April 29, 2025
TIME: 10:00 a.m.
DEPT: 23

Reservation No. A-33075-001

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1. The Motion for Final Approval of Class Action and Representative Action Settlement; Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.
2. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order as defined in the Settlement Agreement.
3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.
4. For settlement purposes only, the Court certifies the following class (“Settlement Class,” “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by defendant Direct Line Global, LLC (“Defendant”), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from August 3, 2018 through February 14, 2024 (“Class Period”) in the State of California.
5. “Plaintiff” refers to plaintiff Oscar Moctezuma.
6. The parties released shall include: Defendant and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and assigns, including but not limited to S.M.G. Extol LLC (“Released Parties”).

1 ///

2 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
3 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
4 Settlement Amount and Employers' share of payroll taxes to effectuate the Settlement, Plaintiff and
5 all Participating Class Members, release all claims, rights, demands, damages, liabilities, and causes
6 of action, in law or in equity, arising at any time during the Class Period for the claims that were
7 alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint,
8 including, but not limited to: (a) all claims for failure to pay overtime wages; (b) all claims for failure
9 to pay minimum wages, including claims for failure to pay employees at the appropriate regular rate
10 of pay; (c) all claims for failure to provide compliant meal periods or compensation in lieu thereof;
11 (d) all claims for failure to provide compliant rest periods or compensation in lieu thereof; (e) all
12 claims for failure to pay all wages due upon separation from employment; (f) all claims for failure
13 to provide accurate wage statements; (g) all claims for failure to timely pay wages during
14 employment; (h) all claims for failure to indemnify for business expenses; (i) all claims for failure
15 to pay unused vested vacation time; and (j) all claims asserted through California Business &
16 Profession Code section 17200, et seq., arising out of the Labor Code violations referenced in the
17 Operative Complaint (the "Class Released Claims").

18 8. To the extent permitted by law, the LWDA and the State of California, by and through
19 Plaintiff as agents and proxies of the LWDA release, for the duration of the PAGA Period, all claims
20 for PAGA civil penalties asserted in the PAGA Notice or that could have been based on the factual
21 allegations asserted in the PAGA Notice for PAGA civil penalties, including, pursuant to Labor
22 Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of
23 Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, et seq.,
24 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 (the "PAGA Released
25 Claims").

26 9. The Class Released Claims and the PAGA Released Claims shall be referred to herein
27 as the "Released Claims." No Aggrieved Employee may pursue the same PAGA claims in an
28 individual or representative capacity that are released herein in another action.

1 ///

2 10. Effective only upon the entry of an Order granting Final Approval of the Settlement,
3 entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full
4 Gross Settlement Amount and Employer's share of payroll taxes necessary to effectuate the
5 Settlement, in addition to the Released Claims, Plaintiff makes the additional following General
6 Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and
7 causes of action of every nature and description whatsoever, known or unknown, asserted or that
8 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
9 rule, law or regulation arising out of, relating to, or in connection with any act or omission of the
10 Released Parties through the date of full execution of this Agreement in connection with Plaintiff's
11 employment with Defendant or termination thereof, except for any and all other claims that may not
12 be released as a matter of law through this Agreement, including but not limited to, any individual
13 claims arising under PAGA. To the extent of the General Release provided herein, Plaintiff
14 stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry
15 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
16 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, he shall have
17 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
18 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
19 or state law.

20 9. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to the
21 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
22 been completed in conformity with the Preliminary Approval Order, including individual notice to
23 all Class Members who could be identified through reasonable effort, and was the best notice
24 practicable under the circumstances. The Class Notice provided due and adequate notice of the
25 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
26 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
27 satisfied the requirement of due process.

28 ///

1 ///

2 10. One (1) Class Member opted out of the Settlement, zero (0) Class Members objected to
3 the Settlement, and zero (0) submitted any workweek dispute. The name of the individual who opted
4 out of the Settlement is Jose Moctezuma.

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

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

20 13. The Court approves Plaintiff as class representative.

21 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
22 as Class Counsel.

23 15. The Court approves ILYM Group, Inc. ("Settlement Administrator" or "ILYM"), as the
24 Settlement Administrator.

25 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
26 \$297,083.33 which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
27 In addition, the Court awards Class Counsel reimbursement of their costs of \$17,178.87 to be
28 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the

1 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
2 Agreement.

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

8 18. The Court hereby approves the Settlement Administrator's cost in the amount of
9 \$8,950.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
10 of the settlement from the Gross Settlement Amount.

11 19. The Gross Settlement includes: (1) Administration Costs up to \$8,950.00; (2) a service
12 award of up to \$7,500.00 to Plaintiff for his time and effort in pursuing this case; (3) one-third (1/3)
13 of the Gross Settlement Amount in attorneys' fees amounts to \$297,083.33; (4) \$17,178.87 in
14 litigation costs to Class Counsel; (5) payment allocated to PAGA penalties in the amount of
15 \$50,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
16 seventy-five percent (75%) of the amount allocated toward PAGA, or \$37,500.00, will be paid to
17 the LWDA and twenty-five percent (25%), or \$12,500.00, will be distributed to Aggrieved
18 Employees. After deducting these sums, a total of approximately not less than \$510,537.80 will be
19 available for distribution to Class Members ("Net Settlement Amount").

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

22 21. Defendant shall, within fourteen (14) business days of the Final Approval Date make
23 payment of the Gross Settlement Amount and Employer Taxes to the Settlement Administrator
24 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified
25 settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance
26 with the Agreement and the Court's Orders.

27 22. Within seven (7) calendar days after payment of the full Gross Settlement Amount and
28 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator

1 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified
2 in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award to be paid
3 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
4 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
5 Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments
6 to Aggrieved Employees, as specified in this Agreement and approved by the Court; and (6)
7 Individual Settlement Payments to Participating Class Members, less applicable taxes and
8 withholdings, as specified in this Agreement and approved by the Court. All interest accrued shall
9 be for the benefit of the Class Members and distributed on a pro rata basis to Participating Class
10 Members based on the number of Workweeks worked by them in the Class Period.

11 23. Individual Settlement Payment checks shall remain valid and negotiable for one hundred
12 and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments
13 shall be canceled and funds associated with such checks shall be transmitted to the California
14 Controller's Office, Unclaimed Property Fund.

15 24. The Court finds that the class settlement on the terms set forth in the Settlement
16 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
17 the released claims against Defendant.

18 25. A Status Conference Re: Final Administration of the Class Action Settlement is
19 hereby scheduled for ~~Ö^&Äi~~ _____, 2025, ~~F.€at~~ ____ .m, in Department 23 of the above
20 entitled Court. At least five (5) calendar days prior to said hearing, the Parties shall file a declaration
21 confirming that the claims have been paid and that administration of all the terms and conditions of
22 the class action settlement have been completed. Should the Court find that said declaration has
23 sufficiently evidenced full and complete administration of the class action settlement, said review
24 will be satisfied.

25 26. This document shall constitute a Judgment for purposes of California Rules of Court,
26 Rule 3.769(h).

27 ///

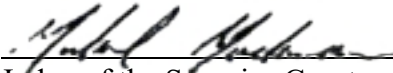
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

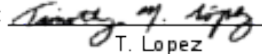
IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 05/06/2025, 2025



Judge of the Superior Court

Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/07/2025 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: Oscar Moctezuma	By:  Deputy T. Lopez
DEFENDANT/RESPONDENT: DIRECT LINE GLOBAL, LLC., a California limited liability company	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV033075

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 FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS FEES AND COSTS, AND ENHANCEMENT AWARD; AND JUDGMENT 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.

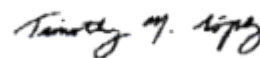
David D. Bibiyan
Bibiyan Law Group, P.C.
david@tomorrowlaw.com

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

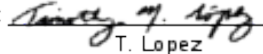
Dated: 05/07/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Lopez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/07/2025 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: Oscar Moctezuma	By:  Deputy T. Lopez
DEFENDANT/RESPONDENT: DIRECT LINE GLOBAL, LLC., a California limited liability company	
CERTIFICATE OF MAILING	CASE NUMBER: 23CV033075

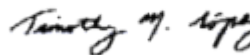
I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Alameda, 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

Chad Finke, Executive Officer / Clerk of the Court

Dated: 05/07/2025

By:



T. Lopez, Deputy Clerk

CERTIFICATE OF MAILING