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VILLA on behalf of themselves and all others similarly situated

8 *[additional counsel on following page]*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 JUAN RAMON HERNANDEZ, ALDAIR
PEREZ, and ROSALINDA VILLA on behalf
12 of themselves and all others similarly situated
and aggrieved,

13 Plaintiffs,

14 v.

15
16 C.R. LAURENCE CO, INC., a California
corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants,

CASE NO. 20STCV32372 (Consolidated with
Case No. 20STCV32484)

[Assigned to the Hon. William F. Highberger
in Dept. 10]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL**

Action Filed: August 21, 2020
Trial date: Not set

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26 Attorneys for Plaintiff, ROSALINDA VILLA, on behalf of herself and all others
27 similarly situated and aggrieved

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiffs Juan
2 Ramon Hernandez, Aldair Perez, and Rosalinda Osorio Villa ("Plaintiffs"). After reviewing the
3 Motion for Preliminary Approval and the Class Action and PAGA Settlement Agreement
4 ("Settlement Agreement") between Plaintiffs and Defendant C. R. Laurence Co, Inc. ("Defendant")
5 filed with the Court, and good cause appearing therefor, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the settlement memorialized in the
8 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
9 requirements for preliminary approval. The monetary terms of the settlement detailed in the
10 following chart are discussed further below.

Gross Settlement Amount	\$2,500,000
Hernandez Rep. Service Payment	-\$20,000
Perez Rep. Service Payment	-\$20,000
Villa Rep. Service Payment	-\$20,000
Plaintiffs' Attorney Fees	-\$875,000
Plaintiffs' Costs (up to)	-\$180,000
PAGA Payment	-\$250,000
Settlement Administration	-\$25,000
Net Settlement Amount for Distribution to Class Members	\$1,110,000

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18 2. The Court conditionally certifies for settlement purposes only the following class:

19 All persons who are or were employed by Defendant and classified as
20 non-exempt employees in the State of California at any time within
21 the period beginning August 21, 2016, to August 30, 2024.

22 3. The Court finds, for purposes of settlement only, that the Class meets the
23 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
24 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact that
25 are common, or of general interest, to all Settlement Class Members, which predominate over
26 individual issues; (3) the named Plaintiffs' claims are typical of the claims of the Class; (4) the
27 named Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class;
28

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication of
2 the controversy.

3 4. The Court appoints for settlement purposes only Juan Ramon Hernandez, Aldair
4 Perez, and Rosalinda Osorio Villa as the Class Representatives. Class Representative Service
5 Payments of not more than \$20,000 per representative are conditionally approved and will be
6 determined at final approval.

7 5. The Court appoints for settlement purposes only Bibiyan Law Group, P.C., Moon
8 Law Group, P.C., Koul Law Firm, APC, and the Law Offices of Sahag Majarian, II, as Class
9 Counsel. The proposed payment to Class Counsel for reasonable attorneys' fees is an amount not to
10 exceed 35% of the Gross Settlement Amount (\$875,000), is conditionally approved and will be
11 determined at final approval. The proposed payment to Class Counsel for actual Litigation Costs in
12 an amount not to exceed \$180,000 is conditionally approved and will be determined at final
13 approval.

14 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The proposed
15 payment of the Settlement Administration Costs in an amount not to exceed \$25,000 to ILYM
16 Group, Inc. for its services is conditionally approved and will be determined at final approval.

17 7. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 8. The Court orders the following implementation schedule:

20 a. Deadline for Defendant to submit Class Data to the Administrator: within twenty-
21 one (21) days after entry of the Preliminary Approval Order;

22 b. Deadline for Administrator to mail the Notice to Class Members: Within fourteen
23 (14) days of receiving Class Data;

24 c. Deadline for Class Members to postmark written objections, challenges to Class
25 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
26 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
27 fourteen (14) days for remailing;
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1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
2 Cost Award, and Class Representative Service Payments: Sixteen (16) court days before Final
3 Approval Hearing in conformity with Code of Civil Procedure section 1005;

4 e. Final Approval Hearing: 12/18/25 at 11 a.m./~~p.m.~~

5 9. The Court approves as to form and content the Notice included as Exhibit A to the
6 Settlement Agreement, which advises Class Members and Aggrieved Employees of the Settlement
7 terms, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing.

8 10. The Court finds that the timing for the mailing and distribution of the Notice meets
9 the requirements of due process, provides the best notice practicable under the circumstances, and
10 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing of
11 the Notice to all identified Class Members in accordance with the Settlement Agreement.

12 11. The Court retains jurisdiction to consider all further applications arising out of or in
13 connection with the Settlement.

14 12. If the Settlement does not become effective in accordance with the terms of the
15 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
16 fails to become effective for any reason, this Order shall be rendered null and void and shall be
17 vacated.

18 IT IS SO ORDERED.

19 Dated: 08/15/2025



20 The Hon. William F. Highberger
21 JUDGE OF THE SUPERIOR COURT
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