

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RICARDO P. FLORES, RIGOBERTO
MEDINA, HECTOR MAURICIO RIVERA,
APOLINAR TELLO, and BRENDA TORRES
on behalf of themselves and all others
aggrieved,

Plaintiffs,

v.

PARKWOOD LANDSCAPE
MAINTENANCE, INC., a California
corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 20STCV12795

[Assigned for all purposes to the Hon. Stuart
Rice in Dept. 1]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

FILED

Superior Court of California
County of Los Angeles

05/07/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Electronically Received 04/29/2025 04:25 PM

1 This Court, having considered the Motion of Plaintiffs Ricardo P. Flores, Rigoberto Medina,
2 Hector Mauricio Rivera, Apolinar Tello, and Brenda Torres (collectively “Plaintiffs”) for
3 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
4 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
5 Declarations of Vedang J. Patel, David D. Bibiyan, Anthony Rogers, Ricardo P. Flores, Rigoberto
6 Medina, Hector Mauricio Rivera, Apolinar Tello, and Brenda Torres, the Class and PAGA
7 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed
8 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
9 and other documents submitted in support of the Motion for Preliminary Approval, hereby

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

11 1. The definitions set out in the Settlement Agreement are incorporated by reference
12 into this Order; all terms defined therein shall have the same meaning in this Order.

13 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
14 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
15 formerly employed by Defendant Parkwood Landscape Maintenance, Inc., either directly or
16 through any subsidiary, staffing agency, or professional employer organization, as non-exempt,
17 hourly-paid employees during the period from April 1, 2016 through December 12, 2023 (“Class
18 Period”) within the State of California.

19 3. The Court preliminarily appoints the named plaintiffs Ricardo P. Flores, Rigoberto
20 Medina, Hector Mauricio Rivera, Apolinar Tello, and Brenda Torres, as Class Representatives. The
21 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
22 P.C. as Class Counsel.

23 4. The Court preliminarily approves the proposed class settlement upon the terms and
24 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
25 settlement appears to be within the range of reasonableness of settlement that could ultimately be
26 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
27 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
28 probable outcome of further litigation relating to liability and damages issues. It further appears that

1 extensive and costly investigation and research has been conducted such that counsel for the parties
2 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
3 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
4 delay and risks that would be presented by the further prosecution of the Action. It further appears
5 that the settlement has been reached as the result of intensive, non-collusive and arms-length
6 negotiations utilizing an experienced third-party neutral.

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

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

13 7. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$2,500,000 (“GSA”) which is inclusive of: attorneys’ fees of up to one third
15 (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
16 amounts to \$833,333.33, in addition to actual costs incurred of up to \$75,000; a service award of
17 \$10,000 to Plaintiff Ricardo Flores and \$7,500.00 each to the remaining Plaintiffs, to a total amount
18 of \$40,000; costs of settlement administration of no more than \$12,550 and Private Attorneys’
19 General Act of 2004 (“PAGA”) penalties in the amount of \$100,000.00, of which \$75,000 (75%)
20 will be paid to the Labor and Workforce Development Agency (“LWDA”) and \$25,000.00 (25%)
21 to Aggrieved Employees.

22 8. “PAGA Members” or “Aggrieved Employees” means all persons currently or
23 formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or
24 professional employer organization, as non-exempt, hourly-paid employees during the period
25 between April 1, 2019 through December 12, 2023 (“PAGA Period”) in the State of California.

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

28 10. Class Member’s “Workweek” shall mean any week during which a Class Member

1 was employed by the Defendant in a non-exempt, hourly position during the Class Period in
2 California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

3 11. The settlement was negotiated b based on Defendant's representation that there are
4 no more than 99,000 Workweeks worked during the Class Period. In the event the number of
5 Workweeks worked increases by more than 5%, or 4,950 Workweeks worked, then the GSA shall
6 be increased proportionally by the Workweeks worked in excess of 103,950 multiplied by the
7 Workweek Value. The Workweek Value shall be calculated by dividing the GSA by 99,000. The
8 Parties agree that the Workweek Value amounts to and the settlement amounts to \$25.25 per
9 Workweek (\$2,500,000 / 99,000 Workweeks). Thus, for example, should there be 108,950
10 Workweeks in the Class Period, then the GFV shall be increased by \$126,250 (108,950 Workweeks
11 – 103,950 Workweeks) x \$25.25 / Workweek.)

12 12. The Court deems ILYM Group, Inc. ("Settlement Administrator" or "ILYM" or
13 "Administrator"), the Settlement Administrator, and payment of administrative costs, not to exceed
14 \$12,550 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of the
15 class.

16 13. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
17 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in
19 Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known
20 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
21 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

25 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members identified in the
27 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
28 translation.

1 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
2 to Class Members and PAGA Members and shall be the last date on which Class Members may: (a)
3 mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement.
4 Class Members to whom Notice Packets are resent after having been returned undeliverable to the
5 Administrator shall have an additional 15 days beyond the Response Deadline has expired.

6 17. Class Members who wish to exclude themselves from (opt-out of) the Class
7 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
8 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
9 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
10 or his/her representative that reasonably communicates the Class Member’s election to be excluded
11 from the Settlement.

12 18. Each Class Member shall have 45 days after the Administrator mails the Class Notice
13 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
14 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
15 Class Notice. The Class Member may challenge the allocation by communicating with the
16 Administrator via mail. The Administrator must encourage the challenging Class Member to submit
17 supporting documentation.

18 19. Participating Class Members may send written objections to the Administrator by
19 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
20 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
21 Member who elects to send a written objection to the Administrator must do so not later than 45
22 days after the Administrator’s mailing of the Class Notice (plus an additional 15 days for Class
23 Members whose Class Notice was re-mailed).

24 20. If a Class Member submits both an objection and a Request for Exclusion, the
25 Request for Exclusion will control and the Objection will be overruled.

26 21. For any Class Member or Aggrieved Employee whose check is uncashed after 180
27 days of issuance, it shall be cancelled and funds represented by such checks to the California
28 Controller’s Unclaimed Property Fund.

22. The Gross Settlement includes (1) Administration Costs up to \$12,550.00; (2) an incentive award to Ricardo Flores in the amount of \$10,000.00 and a service award of up to \$7,500.00 to the remaining Plaintiffs for their time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$833,333.33; (4) up to \$75,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$100,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$75,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$25,000.00, will be distributed to PAGA Members. After deducting these sums, a total of approximately \$1,439,116.67 will be available for distribution to Class Members ("Net Settlement Amount").

23. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by CE * ~ • of FZGG.

24. A Final Fairness and Approval Hearing shall be held with the Court on U\] c\ à^!À FZGG at FEÁHÁe in Department 1 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement PAGA Members.

///

IT IS SO ORDERED.

Dated: T æ Á FZGG



Stuart M. Rice

Stuart M. Rice / Judge
Judge of the Superior Court