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Attorneys for Plaintiffs, JUAN MANUEL VIEYRA BAROCIO  
and BRIAN GOMEZ, 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**

JUAN MANUEL VIEYRA BAROCIO, and  
BRIAN GOMEZ, on behalf of themselves  
and all other similarly situated and aggrieved

Plaintiffs,

v.

INDUSTRIAL FIELD SERVICES INC., a  
California Corporation; LIU C. SCHOLA, an  
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No: 23STCV01522

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

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

This matter having come before the Court for a final approval hearing pursuant to the Order

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

9 1. The Motion for Final Approval of Class and Representative Action Settlement;  
10 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

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

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

16 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”  
17 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by  
18 defendants Industrial Field Services, Inc., and Liu C. Schola (collectively, “Defendants”) as non-  
19 exempt, hourly-paid employees in the State of California at any time during the period from January  
20 24, 2019, through December 31, 2023 (“Class Period”).

21 5. “Plaintiffs” refers to Juan Manuel Vieyra Barocio and Brian Gomez, collectively.

22 6. The parties released shall include: Defendants and each of their former and present  
23 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,  
24 assigns subsidiaries and affiliates.

25 7. Effective on the date when Defendants fully fund the entire Gross Settlement Amount  
26 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
27 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as  
28 follows:

- 1 a. All Participating Class Members, on behalf of themselves and their respective former  
2 and present representatives, agents, attorneys, heirs, administrators, successors, and  
3 assigns, release the Released Parties, for the duration of the Class Period, from all  
4 claims based on the facts stated in the Operative Complaint, including: (1) all claims  
5 for failure to pay overtime wages; (2) all claims for failure to pay minimum wages;  
6 (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4)  
7 all claims for failure to provide rest periods or compensation in lieu thereof; (5) all  
8 claims for failure to pay all wages due upon separation from employment; (6) all  
9 claims for failure to provide accurate and compliant wage statements; (7) all claims  
10 for failure to timely pay wages during employment; (8) all claims for failure to  
11 indemnify for business expenses; (9) all claims for failure to pay unused vested  
12 vacation time; and (10) all claims asserted through California Business & Professions  
13 Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the  
14 Operative Complaint (“Released Class Claims”).
- 15 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to  
16 release, on behalf of themselves and their respective former and present  
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
18 Released Parties from all claims for PAGA penalties that were alleged, or reasonably  
19 could have been alleged, based on the facts stated in the Operative Complaint and  
20 the PAGA Notices, including, claims for PAGA penalties pursuant to Labor Code  
21 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, in connection with alleged  
22 violations of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232,  
23 256, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5  
24 (“Released PAGA Claims”).

25 8. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected  
26 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are  
27 Participating Class Members.  
28

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

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

16           11.    The Court approves plaintiffs Juan Manuel Vieyra Barocio and Brian Gomez as class  
17 representatives.

18           12.    The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,  
19 as Class Counsel.

20           13.    The Court approves ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

21           14.    The Court hereby awards Class Counsel attorneys' fees in the total amount of  
22 \$226,077.14, which is 1/3 of the Gross Settlement Amount and to be deducted therefrom. In  
23 addition, the Court awards Class Counsel reimbursement of their costs of \$17,523.66 to be deducted  
24 from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement  
25 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

26           15.    The Court hereby approves enhancement award of \$5,000.00 for each Plaintiff, for a  
27 total of \$10,000.00 to Plaintiffs, in consideration of her time, effort and risk incurred on behalf of  
28 the Settlement Class, and for providing a general release and a waiver of rights pursuant to California

1 Civil Code section 1542. The enhancement award will be paid to Plaintiff by the Settlement  
2 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

3 16. The Court hereby approves the Settlement Administrator's cost in the amount of  
4 \$6,950.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration  
5 of the settlement from the Gross Settlement Amount.

6 17. The "Aggrieved Employees" are all persons currently and formerly employed by  
7 Defendants, as non-exempt, hourly-paid employees in the State of California, at any time during the  
8 period from January 24, 2022, through December 31, 2023, the PAGA Period. ("PAGA Period").

9 18. The Court hereby approves the PAGA penalties amount of \$30,000.00 as PAGA  
10 penalties, seventy-five percent (75%) or \$22,500.00 of which will be paid to the LWDA out of the  
11 Gross Settlement Amount, and twenty-five percent (25%) or \$7,500.00 of which will be distributed  
12 to Aggrieved Employees.

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

15 20. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts  
16 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the  
17 Administrator no later than 14 days after the Effective Date. "Effective Date" means the date by  
18 when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting  
19 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the  
20 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,  
21 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the  
22 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely  
23 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues  
24 a remittitur.

25 21. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator  
26 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA  
27 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class  
28 Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

22. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

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

24. A ~~Status Conference~~ <sup>POCU</sup> Re: Final Administration of the Class Action Settlement is hereby scheduled for JUN 18, 2025, J :~~EE~~ æ.m, in Department 10 of the above entitled Court. At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, the Status Conference Re: Final Administration of the Class Action Settlement will go off-calendar.

25. 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.**

Dated: JUN 18, 2025



*W.F. Highberger*

Judge of the Superior Court  
William F. Highberger / Judge