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as an individual and on behalf of all others  
similarly situated

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**AUG 14 2025**

  
BY: Amaris Morales Eumana, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

KYLE BELIN, an individual and on  
behalf of all others similarly situated,  
individuals and on behalf of all others  
similarly situated,

Plaintiff,

v.

HSNI, LLC, a Delaware Limited  
Liability Company doing business as  
HOME SHOPPING NETWORK;  
DANIEL HODGE, an individual and  
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2424446

[Assigned to the Hon. Thomas S. Garza in Dept.  
S27]

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

1 This Court, having considered the motion of Kyle Belin ("Plaintiff"), for Preliminary Approval  
2 of the Class Action and Representative Action Settlement and Provisional Class Certification for  
3 Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Vedang J.  
4 Patel, David D. Bibiyan, Plaintiff, and Anthony Rogers, the Class and PAGA Settlement Agreement  
5 (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed Notice of Proposed  
6 Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other  
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**  
8 **ADJUDGES AND DECREES THAT:**

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

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement  
12 Class Members" or "Class Members") for the purpose of settlement only: all persons employed by  
13 defendant HSNI, LLC ("Defendant") in California and classified as a non-exempt, hourly-paid  
14 employee who worked for Defendant during the period between August 12, 2020 through and  
15 including March 31, 2025 ("Class Period") in the State of California.

16 3. The Court preliminarily appoints the named Plaintiff as Class Representative. The  
17 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
18 P.C. as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and  
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
24 probable outcome of further litigation relating to liability and damages issues. It further appears that  
25 extensive and costly investigation and research has been conducted such that counsel for the parties  
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
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1 delay and risks that would be presented by the further prosecution of the Action. It further appears  
2 that the settlement has been reached as the result of intensive, non-collusive, and arms-length  
3 negotiations 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.

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 Agreement. The  
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies  
9 with the requirements of 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 \$750,000.00 which is inclusive of: attorneys' fees of not more than thirty-  
12 five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the  
13 Settlement Agreement, amounts to \$262,500.00, in addition to actual costs incurred of up to  
14 \$40,000.00; a service award of \$7,500.00 to Plaintiff; costs of settlement administration of no more  
15 than \$8,950.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of  
16 \$37,500.00, of which \$24,375.00 (65%) will be paid to the Labor and Workforce Development  
17 Agency ("LWDA") and \$13,125.00 (35%) to Aggrieved Employees.

18 8. "Aggrieved Employee" means a person employed by Defendant in California and  
19 classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from  
20 July 29, 2023 through the end of the Class Period ("PAGA Period") in the State of California.

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

23 10. "Workweek" means any week during which a Class Member worked for Defendant,  
24 for at least one day during the Class Period.

25 11. The Settlement was negotiated based on the Parties' estimate that there are no more  
26 than 25,000 Workweeks worked during the Class Period. In the event the number of Workweeks  
27 worked by Class Members during the Class Period increases by more than 10%, or 2,500  
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1 Workweeks, then Defendant will have the option to increase the Gross Settlement Amount  
2 proportionally by the Workweeks in excess of 27,500 Workweeks multiplied by the Workweek  
3 Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross  
4 Settlement Amount (\$750,000.00) by 25,000, which amounts to a Workweek Value of \$30.00.  
5 Thus, for example, should there be 28,000 Workweeks in the Class Period, then the Gross Settlement  
6 Amount shall be increased by \$15,000.00 ((28,000 Workweeks minus 27,500 Workweeks) x \$30.00  
7 per Workweek.). In its sole and absolute discretion, Defendant may also choose to limit the Class  
8 Period such that the Class Period ends on the date when Class Members have worked no more than  
9 27,500 Workweeks. Defendant must make its election no later than 7 days after receiving sufficient  
10 information that the number of workweeks has exceeded 27,500.

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

14 13. Not later than 30 days after the Court grants Preliminary Approval of the Settlement,  
15 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a  
16 Microsoft Excel spreadsheet. Defendant shall also provide to Class Counsel, at the time the Class  
17 Data is delivered, a sworn declaration supporting the information contained in the Class Data. "Class  
18 Data" means the following Class Member identifying information in Defendant's custody,  
19 possession, or control: each Class Member's (1) name; (2) last known address(es); (3) last known  
20 Social Security Number(s); and (4) number of PAGA Pay Periods and Class Workweeks, supported  
21 by a sworn declaration confirming the same.

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  
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1 translation.

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

8 17. Class Members who wish to exclude themselves (opt out of) the Class Settlement  
9 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days  
10 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
11 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her  
12 representative that reasonably communicates the Class Member's election to be excluded from the  
13 Settlement and includes the Class Member's name, address and email address or telephone number.  
14 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

15 18. Every Class Member who does not submit a timely and valid Request for Exclusion  
16 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and  
17 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
18 Releases, regardless whether the Participating Class Member actually receives the Class Notice or  
19 objects to the Settlement. Every Class Member who submits a valid and timely Request for  
20 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
21 or have the right to object to the class action components of the Settlement.

22 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice  
23 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the  
24 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the  
25 Class Notice.

26 20. Only Participating Class Members may object to the class action components of the  
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
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1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
2 and/or Class Representative Incentive Award. Participating Class Members may send written  
3 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear  
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
5 Hearing.

6 21. If a Class Member submits both an objection and a Request for Exclusion, the  
7 Request for Exclusion will control and the Objection will be overruled.

8 22. All papers filed in support of final approval, including supporting documents for  
9 attorneys' fees and costs, shall be filed by \_\_\_\_\_ in advance of the Final Fairness  
10 and Approval Hearing.

11 23. A Final Fairness and Approval Hearing shall be held with the Court on  
12 \_\_\_\_\_ at \_\_\_\_\_ a.m/p.m. in Department S27 of the above-entitled  
13 Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should  
14 be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class  
15 Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to  
16 the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the  
17 LWDA and Aggrieved Employees.

18 24. For any Class Member whose Individual Class Payment check or Individual PAGA  
19 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall  
20 transmit the funds represented by such checks to the California Controller's Office, Unclaimed  
21 Property Fund.

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24 **IT IS SO ORDERED.**

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26 Dated: 8/14/25

  
Judge of the Superior Court  
**Thomas Garza**