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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MONIKA DUNCAN, an individual, and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

BAXALTA US, INC, a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

Case No.: 24STCV25058

[Assigned for all purposes to Hon. Samantha
Jessner in Dept. 7]

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

1 This Court, having considered the Motion of Plaintiff, MONIKA DUNCAN (“Plaintiff”) for
2 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
4 Declarations of Megan R. Lazar, David D. Bibiyan, Monika Duncan, Tony Rogers, the Class and
5 PAGA Action Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”),
6 the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing
7 (“Class Notice”), and other documents submitted in support of the Motion for Preliminary Approval,
8 hereby **ORDERS, 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” or “Class”) for the
12 purpose of settlement only: all persons employed by defendant Baxalta US, Inc. (“Defendant”) in
13 California and classified as a non-exempt, hourly-paid employee who worked for Defendant during
14 the period from November 14, 2022 through May 5, 2025 (“Class Period”).

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

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

1 negotiations utilizing an experienced third-party neutral.

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

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

8 7. The Court hereby preliminarily approves the definition and disposition of the Gross
9 Settlement Amount of \$997,500.00, which is inclusive of: attorneys' fees of no more than 35% of
10 the Gross Settlement Amount of the Gross Settlement Amount, which, if not escalated pursuant to
11 the Settlement Agreement, amounts to \$349,125.00; in addition to actual costs incurred of up to
12 \$40,000.00; a service award of not more than \$10,000.00 to Plaintiff; costs of settlement
13 administration of no more than \$11,550.00; and Private Attorneys' General Act of 2004 ("PAGA")
14 penalties in the amount of \$50,000 of which \$32,500.00 (65%) will be paid to the Labor and
15 Workforce Development Agency ("LWDA") and \$17,500.00 (35%) to "Aggrieved Employees,"
16 defined as a person employed by Defendant in California and classified as a non-exempt, hourly-
17 paid employee who worked for Defendant during the period from November 8, 2023 through the
18 end of the Class Period ("PAGA Period").

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

21 9. Class Member's "Workweek" means any week during which a Class Member
22 worked for Defendant, for at least one day during the Class Period).

23 10. The settlement is based on Defendant's representation that there are 95,000
24 Workweeks during the Class Period. In the event the number of Workweeks worked by Class
25 Members during the Class Period increases by more than 10%, or 9,500 Workweeks, then Defendant
26 will have the option to increase the Gross Settlement Amount proportionally by the Workweeks in
27 excess of 104,500 Workweeks multiplied by the Workweek Value. The Workweek Value shall be
28 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$997,500.00) by

1 95,000, which amounts to a Workweek Value of \$10.50. Thus, for example, should there be 28,000
2 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$ 5,250.00
3 ((105,000 Workweeks – 104,500 Workweeks) x \$10.50 per Workweek.) In its sole and absolute
4 discretion, Defendant may also choose to limit the Class Period such that the Class Period ends on
5 the date when Class Members have worked no more than 95,000 Workweeks. Defendant must
6 make its election no later than 7 days after receiving sufficient information that the number of
7 workweeks has exceeded 95,000.

8 11. The Court deems IILYM Group, Inc. (“Settlement Administrator” or “ILYM” or
9 “Administrator”), the Settlement Administrator, and approves payment of administrative costs, not
10 to exceed \$11,550.00 out of the Gross Settlement Amount for services to be rendered by ILYM on
11 behalf of the class.

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

20 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
21 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
22 and restrict access to the Class Data to Administrator’s employees who need access to the Class
23 Data to effect and perform under this Agreement.

24 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
25 after receiving the Class Data, the Administrator will send to all Class Members identified in the
26 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice,
27 substantially in the form attached to the Agreement as Exhibit A. The first page of the Class Notice
28 shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA

1 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
2 applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall
3 update Class Member addresses using the National Change of Address database.

4 15. Not later than 3 business days after the Administrator's receipt of any Class Notice
5 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
6 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
7 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
8 most current address obtained.

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

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

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

28 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice

1 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
2 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
3 Class Notice.

4 20. Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Service Payment. Non-Participating Class Members have no right to
8 object to any of the class action components of the Settlement.

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

15 22. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
16 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
17 Administrator no later than 14 days after the Effective Date.

18 23. For any Class Member whose Individual Class Payment check is uncashed and
19 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
20 to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby
21 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
22 section 384, subd. (b). For any Aggrieved Employee whose Individual PAGA Payment check is
23 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
24 by such checks to the LWDA.

25 24. All papers filed in support of final approval, including supporting documents for
26 attorneys' fees and costs, shall be filed by 16 court days prior.

27 25. A Final Fairness and Approval Hearing shall be held with the Court on
28 November 18, 2026 at 10:00 a.m./~~p.m.~~ in Department 7 of the above-entitled Court to

1 determine: (a) whether the proposed settlement is fair, reasonable and adequate, and should be
2 finally approved by the Court; (b) the amount of attorneys' fees and costs to be awarded to Class
3 Counsel; (c) the amount of service award to the Class Representative; (d) the amount to be paid to
4 the Settlement Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the
5 LWDA and Aggrieved Employees.

6 **IT IS SO ORDERED.**

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8 Dated: 07/08/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Judge of the Superior Court

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