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Attorneys for Plaintiff, ROBERT JOHNSON,
on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROBERT JOHNSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

OWENS CORNING ROOFING AND
ASPHALT, LLC, a Delaware limited liability
company; LORENZO SIORDIA, an
individual; and DOES I through 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
03/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

CASE NO.: 24STCV02712

[Assigned to the Hon. Samantha P. 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 Robert Johnson ("Plaintiff") for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Robert Johnson, and Anthony Rogers, the Class and
5 PAGA Action Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class
7 Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **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," "Settlement
12 Class Members," "Class Members") for the purpose of settlement only: all persons employed by
13 Owens Corning Roofing and Asphalt, LLC ("Defendant") in California and classified as a non-
14 exempt, hourly-paid employee who worked for Defendant during the period from February 1, 2020
15 through April 18, 2025 ("Class Period").

16 3. The Court preliminarily appoints the named plaintiff Robert Johnson ("Plaintiff") as
17 Class Representative, and David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of Bibiyan
18 Law Group, 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
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

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

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

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$700,000.00, which is inclusive of: attorneys' fees of up one-third (1/3) of
11 the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to
12 \$233,333.33, in addition to actual costs incurred of up to \$30,000.00; service award of up to
13 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,350.00 and Private
14 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$70,000.00, of which
15 \$52,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
16 \$17,500.00 (25%) to the Aggrieved Employees.

17 8. "Aggrieved Employee" means a person employed by Defendant in California and
18 classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from
19 February 1, 2023 through the end of the Class Period ("PAGA Period").

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

23 10. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
25 (as applicable), and termination dates (as applicable).

26 11. Defendant represents that there are no more than 26,835 Workweeks worked during
27 the Class Period. In the event the number of Workweeks worked by Class Members during the
28 Class Period increases by more than 10% or 2,684 Workweeks, then the Gross Settlement Amount

1 shall be increased proportionally by the Workweeks in excess of 29,519 Workweeks or Defendant
2 can choose to end the Class Period on a different date. If the total number of Workweeks in the Class
3 Period, as determined from Defendant's payroll data, is ultimately determined to exceed 26,835
4 Workweeks by more than 10%, (*i.e.*, 29,519 Workweeks), then the Gross Settlement Amount shall
5 be increased by the *pro rata* percentage increase in excess of 10% over 26,835 Workweeks to
6 include the additional Workweeks (*e.g.*, a 12% increase in Workweeks would result in a 2%, or
7 \$14,000.00, increase in the Gross Settlement Amount).

8 12. The Court deems ILYM Group, Inc ("ILYM" or "Settlement Administrator"), the
9 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
10 \$7,350.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
11 the class.

12 13. Not later than 14 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. "Class Data" means Class Member identifying information in Defendant's custody,
15 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last
16 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
17 employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

18 14. To protect Class Members' privacy rights, the Administrator must maintain the Class
19 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
20 and restrict access to the Class Data to Administrator employees who need access to the Class Data
21 to effect and perform their duties under this Agreement. Defendant has a continuing duty to
22 immediately notify Class Counsel if it discovers that the Class Data omitted class member
23 identifying information and to provide corrected or updated Class Data as soon as reasonably
24 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
25 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
26 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

27 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
28 after receiving the Class Data, the Administrator will send to all Class Members identified in the

1 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
2 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the
3 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
4 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
5 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
6 Administrator shall update Class Member addresses using the National Change of Address database.

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

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

20 18. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members’
23 Releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless whether the Participating Class
24 Member actually receives the Class Notice or objects to the Settlement.

25 19. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Participating Class Members may send written

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

6 20. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
7 Request for Exclusion will control, and the Objection will be disregarded.

8 21. Each Class Member shall have 45 days after the Administrator mails the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
10 number of Class Workweeks (if any) allocated to the Class Member in the Class Notice. The Class
11 Member may challenge the allocation by communicating with the Administrator via mail.

12 22. Before the date by which Plaintiff is required to file the Motion for Final Approval
13 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
14 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
15 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
16 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
17 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
18 number of written objections and attach the Exclusion List.

19 23. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
21 the Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384.

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

26 25. A Final Approval Hearing shall be held with the Court on
27 August 18, 2026 at 10:00 a.m. at ~~11 a.m.~~ in Department 7 of the above-entitled Court to determine:
28 (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved

1 by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the
2 amount of service award to the Class Representative; (4) the amount to be paid to the Settlement
3 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
4 Aggrieved Employees.

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6 **IT IS SO ORDERED.**

7 Dated: 03/16/2026
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A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Judge of the Superior Court

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