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**FILED**  
Superior Court of California  
County of Los Angeles  
**03/26/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     A. Rosas                     Deputy

7 Attorneys for Plaintiff, ERICH TRAN, on behalf of himself  
and all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 ERICH TRAN, an individual and on behalf of  
11 all others similarly situated,

12 Plaintiff,

13 v.

14 MARUKAI CORPORATION, a Hawaii  
corporation doing business as MARUKAI  
15 WHOLESALE MART; MARIE BREEN, an  
individual, and DOES 1 through 100 inclusive,

16 Defendants.  
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CASE NO.: 24STCV12039

[Assigned for all purposes to Honorable  
Carolyn B. Kuhl in Dept. 12]

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

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1 This Court, having considered the motion of plaintiff Erich Tran (“Plaintiff”), for Preliminary  
2 Approval of the Class and Representative Action Settlement and Provisional Class Certification for  
3 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of Megan R.  
4 Lazar, David D. Bibiyan, Erich Tran, and Anthony Rogers, the Class Action and PAGA Settlement  
5 Agreement (“Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of  
6 Proposed 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 Marukai Corporation, dba Marukai Wholesale Mart (“Defendant”) in California and  
14 classified as non-exempt, hourly-paid employees who worked for Defendant during the period from  
15 May 14, 2020, through August 18, 2025 (“Class Period”).

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 \$4,000,000.00 which is inclusive of: attorneys' fees of not more than one-  
12 third (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
13 Agreement, amounts to \$1,333,333.33, in addition to actual costs incurred of up to \$50,000.00; a  
14 service award to Plaintiff of not more than \$7,500.00; costs of settlement administration of no more  
15 than \$19,950.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of  
16 \$400,000.00, of which \$300,000.00 (75%) will be paid to the Labor and Workforce Development  
17 Agency ("LWDA") and \$100,000.00 (25%) to "Aggrieved Employees," defined as all persons  
18 employed by Defendant in California and classified as non-exempt, hourly-paid employees who  
19 worked for Defendant during the period from May 14, 2023 through the end of the Class Period  
20 ("PAGA Period").

21 8. 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 9. "Workweek" means any week during which a Class Member worked for Defendant,  
24 for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and  
25 termination dates (as applicable).

26 10. The Settlement was negotiated based on Defendant's representation that that there  
27 are no more than 200,000 Workweeks worked during the Class Period. In the event the number of  
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1 Workweeks worked by Class Members during the Class Period increases by more than 5%, or  
2 10,000 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the  
3 Workweeks in excess of 200,000 Workweeks multiplied by the Workweek Value. The Workweek  
4 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount  
5 (\$4,000,000) by 200,000, which amounts to a Workweek Value of \$20.00. Thus, for example,  
6 should there be 220,000 Workweeks in the Class Period, then the Gross Settlement Amount shall  
7 be increased by \$400,000 ((220,000 Workweeks – 200,000 Workweeks) x \$20.00 per Workweek.)

8 11. The Court deems ILYM Group, Inc. (“Settlement Administrator” or “ILYM”) the  
9 Settlement Administrator, and preliminarily approves payment of administrative costs, not to exceed  
10 \$19,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of  
11 the class.

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

18 13. 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 under this Agreement. Defendant has a continuing duty to immediately notify  
22 Class Counsel if it discovers that the Class Data omitted class member identifying information and  
23 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension  
24 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and  
25 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve  
26 any issues related to missing or omitted Class Data.

27 14. Using best efforts to perform as soon as possible, and in no event later than 14 days  
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1 after receiving the Class Data, the Administrator will send to all Class Members identified in the  
2 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish  
3 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the  
4 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or  
5 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA  
6 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the  
7 Administrator shall update Class Member addresses using the National Change of Address database.

8 15. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
9 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
10 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
11 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the  
12 most current address obtained. The Administrator has no obligation to make further attempts to  
13 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
14 time.

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

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

1           18.           Every Class Member who does not submit a timely and valid Request for Exclusion  
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
3 bound by all terms and conditions of the Settlement, including the Participating Class Members’  
4 Releases, regardless whether the Participating Class Member actually receives the Class Notice or  
5 objects to the Settlement. Every Class Member who submits a valid and timely Request for  
6 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
7 or have the right to object to the class action components of the Settlement.

8           19.           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 and PAGA Pay Periods (if any) allocated to the Class Member in the  
11 Class Notice. The Class Member may challenge the allocation by communicating with the  
12 Administrator via mail.

13           20.           Only Participating Class Members may object to the class action components of the  
14 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
15 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
16 and/or Class Representative Service Payment. Non-Participating Class Members have no right to  
17 object to any of the class action components of the Settlement. Participating Class Members may  
18 send written objections to the Administrator, by mail. In the alternative, Participating Class  
19 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections  
20 at the Final Approval Hearing. A Participating Class Member who elects to send a written objection  
21 to the Administrator must do so not later than 45 days after the Administrator’s mailing of the Class  
22 Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

23           21.           Defendant shall fully fund the Gross Settlement Amount and also fund the amounts  
24 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds into a Qualified  
25 Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, et seq., to  
26 be established by the Settlement Administrator no later than 14 days after the Effective Date.

27           22.           Within 14 days after Defendant funds the Gross Settlement Amount, the  
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1 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,  
2 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees  
3 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service  
4 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
5 Payment and the Class Representative Service Payment shall not precede disbursement of Individual  
6 Class Payments, and the Individual PAGA Payments.

7 23. For any Class Member whose Individual Class Payment check or Individual PAGA  
8 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall  
9 transmit the funds represented by such checks to the California State Controller's Office, Unclaimed  
10 Property Division in the name of the Class Member or Aggrieved Employee thereby leaving no  
11 unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

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

14 25. A Final Approval Hearing shall be held with the Court on  
15 Aug. 26, 2026 at 10:30 am in Department 12 of the above-entitled Court to determine: (1)  
16 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by  
17 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount  
18 of service award to the Class Representative; (4) the amount to be paid to the Settlement  
19 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA  
20 Members.

21  
22 **IT IS SO ORDERED.**

23 Dated: 03/26/2026  
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*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge  
Judge of the Superior Court