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Attorneys for Plaintiff, EDGAR MARCELO CASTILLO SANTIAGO
an individual and on behalf of all others similarly situated and aggrieved

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

EDGAR MARCELO CASTILLO
SANTIAGO, an individual, on behalf of all
others similarly situated, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

FAMAROCK, LLC, a California limited
liability company formerly known as
FAMAROCK, INC.; HANS
ROCKENWAGNER an individual; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV41096

[Assigned for all purposes to the Hon. Stuart M.
Rice, in Dept. 1]

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

FILED
Superior Court of California
County of Los Angeles

05/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

1 This Court, having considered the Motion of plaintiff Edgar Marcelo Castillo Santiago
2 (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiff, and Tony Rogers, the First
5 Amended Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
6 Agreement”), the proposed Notice of Proposed Class and Representative Action Settlement and
7 Date for Final Approval Hearing (“Class Notice”), and other documents submitted in support of the
8 Motion for Preliminary Approval, 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,” “Settlement
12 Class Members” or “Class Members”) means all persons currently or formerly employed by
13 Defendant Famarock, LLC, formerly known as Famarock, Inc. (“Defendant Famarock”), in
14 California and classified as non-exempt, hourly-paid employees who worked for Defendant
15 Famarock during the period from December 30, 2018 through May 31, 2024 (“Class Period”), in
16 the State of California (“Settlement Class,” “Settlement Class Members” or “Class Members”).

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

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

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 \$1,100,000.00, which is inclusive of: attorneys' fees of up to one third (1/3)
12 of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement,
13 amounts to \$366,666.67.00, in addition to actual costs incurred of up to \$30,000.00; service award
14 of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$9,950.00 and
15 Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$100,000.00, of which
16 \$75,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
17 \$25,000.00 (25%) to "Aggrieved Employees," defined as a person currently or formerly employed
18 by Defendant Famarock in California and classified as a non-exempt, hourly-paid employee who
19 worked for Defendant Famarock during the period from December 30, 2021 through May 31, 2024
20 ("PAGA Period") in the State of California.

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

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

26 10. The settlement is based on Defendant Famarock's representation at the time of
27 mediation that there are no more than 61,222 Workweeks worked by Class Members from
28 December 30, 2018, through February 1, 2024. In the event the number of Workweeks worked by

1 Class Members during the Class Period increases by more than 10%, or 6,122 Workweeks, then the
2 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 67,344
3 (61,222 + 6,122) Workweeks multiplied by the Workweek Value. The Workweek Value shall be
4 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,100,000.00) by
5 61,222, which amounts to a Workweek Value of \$17.97. Thus, for example, should there be 70,000
6 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$47,728.32
7 ((70,000 Workweeks – 67,344 Workweeks) x \$17.97 per Workweek).

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

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

18 13. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
19 Defendant Famarock will simultaneously deliver the Class Data to the Administrator, in the form of
20 a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must
21 maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and
22 for no other purpose, and restrict access to the Class Data to Administrator employees who need
23 access to the Class Data to effect and perform under the Agreement. Defendant Famarock has a
24 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class
25 member identifying information and to provide corrected or updated Class Data as soon as
26 reasonably feasible. Without any extension of the deadline by which Defendant Famarock must send
27 the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
28 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
4 translation, substantially in the form attached to the Agreement as Exhibit “A.” Before mailing
5 Class Notices, the Administrator shall update Class Members’ addresses using the National Change
6 of Address database.

7 15. “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 16. Class Members who wish to exclude themselves from (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
15 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
16 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
17 or his/her representative that reasonably communicates the Class Member’s election to be excluded
18 from the Settlement and includes the Class Member’s name, address, signature, and email address
19 or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the
20 Response Deadline.

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

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

1 Class Notice. The Class Member must encourage the Challenging Class Member to submit
2 supporting documentation. In the absence of any contrary documentation, the Administrator is
3 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are
4 consistent with the Class Data. The Administrator's determination of each Class Member's
5 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
6 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
7 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
8 Administrator's determination of the challenges.

9 19. Only Participating Class Members may object to the class action components of the
10 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
11 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
12 and/or Class Representative Service Payment. Participating Class Members may send written
13 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
14 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
15 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
16 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
17 additional 15 days for Class Members whose Class Notice was remailed).

18 20. If a Class Member submits both an objection and a Request for Exclusion, the
19 Request for Exclusion will control and the Objection will be overruled.

20 21. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
21 necessary to fully pay Defendants' Share of payroll taxes by transmitting the funds into a Qualified
22 Settlement Fund (QSF) established by the Administrator no later than six (6) months after the
23 Effective Date.

24 22. Within seven (7) days after Defendant funds the Gross Settlement Amount, the
25 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
26 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
27 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
28 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

1 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
2 Class Payments and the Individual PAGA Payments.

3 23. The Gross Settlement Amount of \$1,100,000.00 includes: (1) Administration Costs
4 up to \$9,950.00; (2) a service award of up to \$7,500.00 to Plaintiff; (3) up to one-third (1/3) of the
5 Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement
6 Agreement, shall amount to \$366,666.67; (4) up to \$30,000.00 in litigation costs to Class Counsel,
7 according to proof; and (5) payment allocated to PAGA penalties in the amount of \$100,000.00, of
8 which 75% (or \$75,000.00) will be paid to the California Labor and Workforce Development
9 Agency ("LWDA") and 25% (\$25,000.00) will be distributed to Aggrieved Employees. After
10 deducting these sums, a total of no less than \$585,883.33 will be available for distribution to Class
11 Members ("Net Settlement Amount").

12 24. 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
14 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
15 obligations under the 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 25. Checks made to Participating Class Members and Aggrieved Employees shall remain
20 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
21 After expiration of the 180-day period, checks for such payments shall be canceled and the
22 Administrator shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

25 26. All papers filed in support of final approval, including supporting documents for
26 attorneys' fees and costs, shall be filed by October 16, 2025.

27 27. A Final Approval Hearing shall be held with the Court on November 7, 2025, at
28 10:30 a.m. in Department 1 of the above-entitled Court to determine: (1) whether the proposed

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

5
6 **IT IS SO ORDERED.**

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8 Dated: 05/28/2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

9 Stuart M. Rice / Judge
10 Judge of the Superior Court
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