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ELECTRONICALLY RECEIVED - 1/23/2025 5:22 PM - By: Heather Duffer, DEPUTY

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and all others similarly situated and aggrieved

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

JUN - 3 2025

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

LUIS VELIS, an individual and on behalf of all  
others similarly situated,

Plaintiff,

v.

CITORI, INC., a California Corporation; DON  
W. MAY, an individual; EVAN MAY, an  
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2226670

Related: CIVSB2300691

Assigned for all purposes to the Hon. Joseph  
T. Ortiz in Dept. S-17

**[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 Plaintiff Luis Velis ("Plaintiff") for Preliminary  
2 Approval of the Class Action and Representative Action Settlement and Provisional Class  
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"); the Declarations  
4 of David D. Bibiyan, Brooke W. Waldrop, Plaintiff Luis Velis, and Anthony Rogers; the Class and  
5 PAGA Settlement Agreement (the "Settlement," "Settlement Agreement" or "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 into  
10 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 Class  
12 Members" or "Class Members") for the purpose of settlement only: all persons employed by  
13 defendants Citori, Inc., Don May, and Evan May (collectively, "Defendants"), in California and  
14 classified as a non-exempt hourly-paid employee who worked for Defendants during the period  
15 from March 22, 2019 through April 30, 2024 ("Class Period").

16           3.     The Court preliminarily appoints the named Plaintiff Luis Velis as Class Representative,  
17 and David D. Bibiyan and 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 has 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 \$200,000.00, which is inclusive of: attorneys' fees of up to thirty five percent  
10 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
11 Agreement, amounts to \$70,000.00, in addition to actual costs incurred of up to \$25,000.00; an  
12 incentive award of \$7,500.00 to Plaintiff; costs of settlement administration of no more than  
13 \$6,950.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of  
14 \$20,000.00, of which \$17,500.00 (75%) will be paid to the Labor and Workforce Development  
15 Agency ("LWDA") and \$2,500.00 (25%) to "Aggrieved Employees," defined as persons employed  
16 by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for  
17 Defendants during the period from November 29, 2021 through April 30, 2024 (the "PAGA  
18 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" shall mean any week during the Class Period in which  
22 any Class Member performed any work for Defendant, based on hire dates, termination dates (as  
23 applicable), and re-hire date(s) (as applicable).

24 10. The Gross Settlement Amount is based on the Defendants' representation that, as of  
25 the date of the Parties' mediation, there are no more than 9,397 Workweeks worked by Class  
26 Members during the Class Period. In the event the number of Workweeks worked increases by more  
27 than 10%, or an additional 940 Workweeks worked, then the Gross Settlement Amount shall be  
28 increased proportionally by the Workweeks worked in excess of 9,397 multiplied by the Workweek

1 Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 9,397  
2 Workweeks. The Parties agree that the Workweek Value amounts to \$21.28 per Workweek  
3 (\$200,000/ 9,397 Workweeks). Thus, for example, should there be 11,000 Workweeks during the  
4 Class Period, then the Gross Settlement Amount shall be increased by \$34,111.84 [(11,000  
5 Workweeks – 9,397 Workweeks) x \$21.28].

6 11. The Court deems ILYM Group, Inc. (“Settlement Administrator” or “ILYM” or  
7 “Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed  
8 \$6,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of  
9 the class.

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

17 13. The Court directs Defendant’s Counsel to, within fifteen (15) calendar days after the  
18 approval of this order, provide the Settlement Administrator with the “Class Data.” Class Data  
19 means each Class Member’s identifying information in Defendant’s possession including the Class  
20 Member’s: (1) name; (2) last known address(es); (3) last known telephone number(s); (4) Social  
21 Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire  
22 date(s) and/or separation date(s)).

23 14. The Settlement Administrator shall perform an address search using the United States  
24 Postal Service National Change of Address (“NCOA”) database and update the addresses contained  
25 on the Class List with the newly-found addresses, if any.

26 15. Using best efforts to perform as soon as possible, and within seven (7) calendar days  
27 or soon thereafter of receiving the Class List from Defendant, the Administrator will send to all  
28 Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”)

1 mail, the Class Notice.

2 16. "Response Deadline" means the deadline for Settlement Class Members to mail any  
3 Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which  
4 is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and  
5 Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an  
6 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five  
7 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a  
8 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the  
9 exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute  
10 was submitted by the Response Deadline.

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

18 18. Any Settlement Class Member who does not opt out of the Settlement by submitting  
19 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including  
20 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court  
21 if Final Approval of the Settlement is granted.

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

27 20. Only Participating Class Members may object to the class action components of the  
28 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or

1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
2 and/or Class Representative Service Payment. 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. A Participating Class Member who elects to send a written objection to the Administrator  
6 must do so not later than 45 days after the Administrator's mailing of the Class Notice, plus an  
7 additional 15 days for Class Members whose Class Notice was re-mailed.

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

10 22. All papers filed in support of final approval, including supporting documents for  
11 attorneys' fees and costs, shall be filed by per Code.

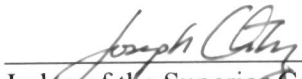
12 23. A Final Fairness and Approval Hearing shall be held with the Court on  
13 October 16, 2025 at 1:30 p.m in Department 97 of the above-entitled Court to  
14 determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be  
15 finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class  
16 Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to  
17 the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the  
18 LWDA and Aggrieved Employees.

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

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25 **IT IS SO ORDERED.**

26  
27 Dated: June 3, 2025

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Judge of the Superior Court  
**JOSEPH T. ORTIZ**

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