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Attorneys for Plaintiff,
ROCIO STEPHANIE PORTILLO SANCHEZ
on behalf of herself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles

04/10/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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

ROCIO STEPHANIE PORTILLO
SANCHEZ, an individual,

Plaintiff,

v.

PARAGON SERVICES JANITORIAL
ORANGE COUNTY, LLC, a California
limited liability company; PARAGON
SERVICES JANITORIAL, LLC, a California
limited liability company; CARMEN
ACOSTA, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 20STCV38562

[Assigned for all purposes to the William F.
Highberger in Dept. 10]

~~REVISED 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 Rocio Stephanie Portillo Sanchez
2 (“Plaintiff”) for Preliminary Approval of the Class Action and Representative Action Settlement
3 and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary
4 Approval”), the Declarations of David D. Bibiyan, Andrew T. Magaline, Plaintiff, 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
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 currently or
13 formerly employed by defendants Paragon Services Janitorial Orange County, LLC, Paragon
14 Services Janitorial, LLC, San Digo Services, LLC, and Carmen Acosta, as hourly-paid, non-exempt
15 employees in the State of California at any time during the period between October 8, 2016 through
16 September 30, 2023 (“Class Period”).

17 3. The Court preliminarily appoints the named plaintiff Rocio Stephanie Portillo
18 Sanchez as Class Representatives, and David D. Bibiyan, Jeffrey, Klein, and Vedang J. Patel of
19 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 \$1,500,000.00, which is inclusive of: attorneys' fees of up to one third (1/3)
12 of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
13 amounts to \$500,000.00, in addition to actual costs incurred of up to \$50,000.00; a service award of
14 \$7,500.00 to plaintiff Rocio Stephanie Portillo Sanchez; costs of settlement administration of no
15 more than \$13,500.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
16 amount of \$40,000.00, of which \$30,000.00 (75%) will be paid to the Labor and Workforce
17 Development Agency ("LWDA") and \$10,000.00 (25%) to "Aggrieved Employees," defined as all
18 persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in
19 the State of California at any time during the period from December 16, 2019 through end of Class
20 Period ("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. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendant in a non-exempt position during the Class Period in California, based on hire
25 dates, re-hire dates (as applicable) and termination dates (as applicable).

26 10. The Gross Settlement Amount is based on the Defendants' representation that there
27 are no more than 82,793 Workweeks worked by Class Members during the Class Period. If, as of
28 the close of the Class Period, the actual number of Workweeks worked increases by more than 10%,

1 or 8,279 Workweeks, then, at Defendants' election: (1) the Gross Settlement Amount shall be
2 increased proportionally by the Workweeks in excess of 91,072 (82,793 Workweeks + 8,279
3 Workweeks) multiplied by the Workweek Value; or (2) the Class Period shall end on the date the
4 number of Workweeks reaches 91,072 Workweeks. The Workweek Value shall be calculated by
5 dividing the Gross Settlement Amount by 82,793 Workweeks. The Parties agree that the Workweek
6 Value amounts to \$18.12 per Workweek ($\$1,500,000 / 82,793$ Workweeks). Thus, for example,
7 should there be 92,000 Workweeks during the Class Period, and Defendants elect option 1 from the
8 above, then the Gross Settlement Amount shall be increased by \$16,815.36 [(92,000 Workweeks –
9 91,072 Workweeks) x \$18.12].

10 11. The Court deems ILYM Group, Inc. ("Settlement Administrator" or
11 "Administrator"), the Settlement Administrator, and payment of administrative costs, not to exceed
12 \$13,500.00 out of the Gross Settlement Amount for services to be rendered by Phoenix on behalf of
13 the class.

14 12. The Court directs Defendant's Counsel to, within fourteen (14) days of this order,
15 provide the Settlement Administrator with the "Class Data." Class Data means each Class Member's
16 identifying information in Defendant's possession including the Class Member's: (1) name; (2) last
17 known address(es); (3) last known telephone number(s); (4) Social Security Number(s); and (5) the
18 dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

19 13. The Settlement Administrator shall perform an address search using the United States
20 Postal Service National Change of Address ("NCOA") database and update the addresses contained
21 on the Class List with the newly-found addresses, if any.

22 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
23 after receiving the Class Data, the Administrator will send to all Class Members identified in the
24 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice.

25 15. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
26 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
27 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
28 Settlement. Class Members to whom Notice Packets are resent after having been returned

undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response Deadline has expired.

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

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

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

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

20. If a Class Member submits both an objection and a Request for Exclusion, the

Request for Exclusion will control and the Objection will be overruled.

21. No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

22. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by 10/10/2024.

23. A Final Fairness and Approval Hearing shall be held with the Court on 10/10/2024 in Department 10 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

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

IT IS SO ORDERED.

Dated: 04/10/2024



W. F. Highberger

Judge of the Superior Court

William F. Highberger / Judge