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FILED
Superior Court of California
County of Los Angeles
11/08/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. MGreené Deputy

6 Attorneys for Plaintiff, VINCENT T. PAZ, on
7 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 VINCENT T. PAZ, on behalf of himself and
11 all others similarly situated,

12 Plaintiff,

13 v.

14 HILL BROTHERS CHEMICAL COMPANY,
15 a California Corporation; and DOES 1 through
100, inclusive,

16 Defendants.

CASE NO.: 20STCV48279
[Assigned to the Hon. Carolyn B. Kuhl, in
Dept. 12]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

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19 This matter having come before the Court on November 8, 2022 for a final fairness hearing
20 pursuant to the Order of this Court dated June 23, 2022, granting preliminary approval (“Preliminary
21 Approval Order”) of the class and representative action settlement upon the terms set forth in the
22 Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement Agreement”)
23 submitted in support of Motion for Preliminary Approval of the Class and Representative Action
24 Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been
25 given to the Class Members as required in the Preliminary Approval Order; and the Court having
26 considered all papers filed and proceedings had herein and otherwise being fully informed and good
27 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

- 28 1. The Motion for Final Approval of Class Action and Representative Action

1 Settlement; Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its
2 entirety.

3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement.

5 3. This Court has jurisdiction over the subject matter of this litigation and over all
6 Parties to this litigation, including all Class Members.

7 4. For settlement purposes only, the Court certifies the following class: all current and
8 former non-exempt, hourly-paid employees who worked for defendant Hill Brothers Chemical
9 Company ("Defendant") at any time during the period from December 18, 2016 through June 23,
10 2022 ("Class Period") in California ("Class Members").

11 5. The parties released shall include Defendant and each of its past, present, and future
12 respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored
13 employee benefit plans of any nature and their successors and predecessors in interest, including
14 all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
15 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents
16 ("Released Parties").

17 6. "Plaintiff" refers to plaintiff Vincent T. Paz.

18 7. Upon the entry of this Order granting Final Approval of the Settlement, entry of
19 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement
20 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
21 Class Members release all claims against the Released Parties asserted in the Operative Complaint
22 filed in the Action, or any and all claims that may be asserted against the Released Parties based on
23 the factual allegations in the Operative Complaint, or any and all claims that may be asserted against
24 the Released Parties based on the factual allegations in the Action, as follows: For the duration of
25 the Class Period, the release includes, for Participating Class Members, including Plaintiff: (a) all
26 claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all
27 claims for failure to provide compliant meal periods, or premium compensation in lieu thereof; (d)
28 all claims for failure to provide compliant rest periods or premium compensation in lieu thereof (e)

1 all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for non-
2 compliant wage statements; (g) all claims for failure to indemnify work expenses; and (h) all claims
3 asserted through California Business & Professions Code section 17200, et seq. arising out of the
4 Labor Code violations referenced in the Operative Complaint (collectively, the “Class Released
5 Claims”).

6 8. For Aggrieved Employees, including Plaintiff, (and, to the extent permitted by law,
7 the State of California), the release includes for the duration of the PAGA Period, all claims asserted
8 in the PAGA Notice and alleged in the Operative Complaint, for PAGA civil penalties pursuant to
9 Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of
10 Labor Code sections 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, 432, 510,
11 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 (“PAGA Released Claims”). The
12 release expressly excludes all other claims, including claims for vested benefits, wrongful
13 termination, unemployment insurance, disability, social security, workers’ compensation, and any
14 other claims outside of the Class Released Claims of Participating Class Members arising during
15 the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent
16 permitted by law, the State of California) arising outside of the PAGA Period. The Class Released
17 Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

18 9. Distribution of the Notice of Class Action Settlement (“Class Notice” or “Notice”)
19 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
20 forth herein have been completed in conformity with the Preliminary Approval Order, including
21 individual notice to all Class Members who could be identified through reasonable effort, and was
22 the best notice practicable under the circumstances. This Class Notice provided due and adequate
23 notice of the proceedings and of the matters set forth therein, including the proposed class settlement
24 set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class
25 Notice fully satisfied the requirement of due process.

26 10. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)
27 Settlement Class Members objected to the Settlement, thus all Settlement Class Members are
28 Participating Class Members.

1 11. The Court further finds that the Settlement is fair, reasonable and adequate and that
2 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
3 settlement under California law, including the provisions of Code of Civil Procedure section 382
4 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
5 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
7 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to
8 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
9 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds
10 that the Parties have conducted extensive and costly investigation and research and counsel for the
11 parties are able to reasonably evaluate their respective positions. The Court also finds that
12 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
13 that would be presented by the further prosecution of this Action. The Court has noted the
14 significant benefits to the Class Members under the settlement. The Court also finds that the class
15 is properly certified as a class for settlement purposes only.

16 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
17 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
18 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
19 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
20 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
21 interpret, or enforce its terms.

22 14. The Court approves Plaintiff as class representative.

23 15. The Court approves David D. Bibiyan and Diego Aviles of Bibiyan Law Group, P.C
24 of Bibiyan Law Group, P.C. as Class Counsel.

25 16. The Court approves Phoenix Settlement Administrators ("Phoenix" or "Settlement
26 Administrator") as the Settlement Administrator.

27 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
28 ~~AFJ HEE~~ ~~HA~~ ~~\$113,943.81~~, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted

1 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$13,705.68
2 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
3 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
4 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
5 conferred a significant benefit on the Class and the necessity and financial burden of private
6 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

7 ~~18. The amount of this award is based on a lodestar analysis and is subject to a reasonable~~
8 ~~multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and~~
9 ~~eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has~~
10 ~~considered the following factors: (a) the time and labor required; (b) preclusion of other~~
11 ~~employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of~~
12 ~~Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of~~
13 ~~attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:~~
14 ~~David Bibiyan, Esq.: \$775; Diego Aviles: \$575; Vedang J. Patel, Esq.: \$400; Robert Payaslyan:~~
15 ~~\$375; paralegals at \$150 and legal assistants at \$75; (f) the results achieved and benefits conferred~~
16 ~~on the Settlement Class; and (g) the reaction of Settlement Class Members. (See, eg: *Serrano v.*~~
17 ~~*Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)~~

18 19. The court hereby approves an incentive award of \$7,500.00 to Plaintiff Vincent T.
19 Paz, in consideration for his time, effort, and risk incurred on behalf of the Settlement Class, and for
20 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The
21 incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement
22 Amount as set forth in the Settlement Agreement.

23 20. The Court hereby approves the Settlement Administrator's cost in the amount of
24 \$5,950.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost
25 of administration of the settlement from the Gross Settlement Amount.

26 21. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which
27 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the
28 "Aggrieved Employees", defined as Class Members working for Defendant during the period from

1 November 6, 2019 through the end of the Class Period (“PAGA Period”) as non-exempt, hourly-
2 paid employees.

3 22. Except as expressly provided herein, the Parties each shall bear all of their own fees
4 and costs in connection with this matter.

5 23. Any checks from this distribution that are not cashed by Participating Class Members
6 within one hundred and eighty (180) calendar days from the date of their issuance shall be canceled
7 and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash
8 residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue
9 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted
10 to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy*
11 *pres* recipient, for use in Los Angeles County.

12 24. The Court finds that the class settlement on the terms set forth in the Settlement
13 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
14 the released claims against Defendant.

15 25. ~~On this day, the Court has ordered an Order to Show Cause Hearing~~ Re: Final Administration of the Class Action
16 Settlement is hereby scheduled for RECEIVED, at ____:____ a.m., in Department 12 of the
17 above entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file
18 a declaration confirming that the claims have been paid and that administration of all of the terms
19 and conditions of the class action settlement have been completed. ~~Should the Court find that said~~
20 ~~declaration has sufficiently evidenced full and complete administration of the class action~~
21 ~~settlement, said OSC hearing will go off-calendar.~~

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26. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: 11/08/2022, 2022



Carolyn B. Kuhl

Judge of the Superior Court
Carolyn B. Kuhl / Judge