

Electronically Received 01/27/2023 01:29 PM

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Attorneys for Plaintiff, ZEPHARAN HARRIS,  
on behalf of himself and all others similarly situated  
and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ZEPHARAN HARRIS, on behalf of himself  
and all others similarly situated and aggrieved,

Plaintiff,

v.

AMERICA ONE SECURITY, INC., a Nevada  
corporation; STRATUM GROUP  
INTERNATIONAL, a California corporation;  
GREG LABE, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 21STCV01399

[Assigned for all purposes to the Hon.  
Lawrence P. Riff in Dept. 7]

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

This Court, having considered the Motion of plaintiff Zepharan Harris (“Plaintiff”) for Preliminary Approval of the Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D. Bibiyan, Vedang J. Patel, Plaintiff, Jodey Lawrence, Joint Stipulation Re: Class Action and Representative Action Settlement (the “Settlement Agreement”), the Notice of Proposed Class

**FILED**  
Superior Court of California  
County of Los Angeles

**04/25/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

1 Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents  
2 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**  
3 **DECREES THAT:**

4 1. The definitions set out in the Settlement Agreement are incorporated by reference  
5 into this Order; all terms defined therein shall have the same meaning in this Order.

6 2. The Court certifies the following settlement class (“Settlement Class” or “Settlement  
7 Class Members) for the purpose of settlement only: all persons currently or formerly employed by  
8 defendants Stratum Group International dba America One Security Inc. ("SGI") and Greg Labe  
9 ("Mr. Labe", collectively with SGI, "Defendants"), as non-exempt, hourly-paid employees during  
10 the period from January 13, 2017 through December 22, 2021 (“Class Period”) in California (“Class  
11 Members”).

12 3. The Court preliminarily appoints named plaintiff Zepharan Harris as Class  
13 Representative, and David D. Bibiyan and Diego Aviles of Bibiyan Law Group, P.C., as Class  
14 Counsel.

15 4. The Court preliminarily approves the proposed class settlement upon the terms and  
16 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
17 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
18 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
19 amount is fair, adequate and reasonable as to all potential class members when balanced against the  
20 probable outcome of further litigation relating to liability and damages issues. It further appears that  
21 extensive and costly investigation and research has been conducted such that counsel for the parties  
22 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
23 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
24 delay and risks that would be presented by the further prosecution of the Action. It further appears  
25 that the settlement has been reached as the result of intensive, non-collusive and arms-length  
26 negotiations utilizing an experienced third-party neutral.

27 5. The Court approves, as to form and content, the Class Notice that has been submitted  
28 herewith.

1       6.       The Court directs the mailing of the Class Notice by first-class mail to the Class  
2 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds  
3 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the  
4 requirements of law and appears to be the best notice practicable under the circumstances.

5       7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
6 Settlement Amount of \$129,600.00, which is inclusive of: attorneys' fees of up to thirty-five percent  
7 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
8 Agreement, amounts to \$45,360.00, in addition to actual costs incurred of up to \$20,000.00; service  
9 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$8,250.00;  
10 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$10,000.00, of  
11 which \$7,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")  
12 and \$2,500.00 to "Aggrieved Employees," defined as Class Members working for Defendants  
13 during the period from July 28, 2019 through the end of the Class Period ("PAGA Period") as non-  
14 exempt, hourly-paid employees in California.

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

17       9.       Defendants shall pay the Gross Settlement Amount and the amounts necessary to  
18 fully pay Defendants' share of payroll taxes by transmitting the funds to the Settlement  
19 Administrator within fourteen (14) calendar days of the Final Approval Date.

20       10.      Class Member's "Workweek" shall mean the number of weeks that a Settlement  
21 Class Member was employed by the Defendants in a non-exempt, hourly position during the Class  
22 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as  
23 applicable), maintained by Defendants and provided by Defendants to the Settlement Administrator.

24       11.      The settlement is based on Defendants' representation that there are no more than  
25 4,457 Workweeks worked during the Class Period. In the event the number of Workweeks worked  
26 increases by more than 5%, then the Gross Settlement Amount shall be increased proportionally by  
27 the Workweeks in excess of 4,457 Workweeks multiplied by the Workweek Value. The Workweek  
28 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount

1 (\$129,600.00) by 4,457, which amounts to a Workweek Value of \$29.08. Thus, for example, should  
2 there be 6,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased  
3 by \$44,870.44.  $((6,000 \text{ Workweeks} - 4,457 \text{ Workweeks}) \times \$29.08 \text{ Workweek Value.})$ .

4 12. The Court deems Phoenix Settlement Administrators (“Phoenix”) as the Settlement  
5 Administrator, and payment of administrative costs, not to exceed \$8,250.00 out of the Gross  
6 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

7 13. The Settlement Administrator shall prepare and submit to Class Counsel and  
8 Defendants’ Counsel a declaration attesting to the completion of the notice process as set forth in  
9 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for  
10 and re-sending of any returned Class Notices, as well as the identities, number of and copies of all  
11 opt-outs and objections received.

12 14. The Court directs Defendants to, within seven (7) calendar days of this Order, provide  
13 the Settlement Administrator with the “Class Data” for Settlement Class Members. The Class List  
14 will include, for each Class Member, his or her: (1) name, last known address(es) and last known  
15 telephone number(s) currently in Defendants’ possession, custody, or control; (2) Social Security  
16 Number(s) in Defendants’ possession, custody, or control; and (3) the hire dates and termination or  
17 resignation dates (if applicable) for each Settlement Class Member, which shall be made available  
18 to Class Counsel upon request.

19 15. Because Social Security Numbers are included in the Class List, the Settlement  
20 Administrator shall maintain the Class Data in confidence and shall only access and use the list to  
21 administer the settlement in conformity with the Court’s orders.

22 16. Upon receipt of the Class Data, the Settlement Administrator shall perform an  
23 address search using the United States Postal Service National Change of Address (the “NCOA”)   
24 database and update the addresses contained on the Class Data with the newly found addresses, if  
25 any. To the extent that this process yields an updated address, that updated address shall replace the  
26 last known address and be treated as the new last known address for purposes of this Settlement,  
27 and for subsequent mailings.

28 17. Within seven (7) calendar days of receiving the Class List from Defendants, the

1 Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class  
2 Members via first-class regular U.S. Mail using the most current mailing address information  
3 available.

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

13 19. Any Settlement Class Member may request exclusion from (i.e., “opt out” of) the  
14 Settlement by mailing a written request to be excluded from the Settlement (“Request for  
15 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline. To  
16 be valid, a Request for Exclusion must include the Class Member’s name, social security number  
17 and signature and the following statement or something to its effect: “Please exclude me from the  
18 Settlement Class in the *Zepharan Harris v. Stratum Group International, et. al.* matter” or any  
19 statement standing for the proposition that the Class Member does not wish to participate in the  
20 Settlement.

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

25 21. Only Participating Class Members may object or comment regarding the Settlement.  
26 In order for any Settlement Class Member to object to this Settlement in writing, or any term of it,  
27 he or she must do so by mailing a written objection to the Settlement Administrator at the address  
28 or phone number provided on the Class Notice no later than the Response Deadline.

22. Participating Class Members may (though are not required to) appear at the Final Fairness and Approval hearing, either in person or through the objector's own counsel.

23. If a Class Member submits both an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be void.

24. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by at least 16 court days before August 23, 2023.

25. A Final Fairness and Approval Hearing shall be held with the Court on August 23, 2023 at 10:00 a.m in Department 7 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.

26. Within seven (7) calendar days after payment of the full Gross Settlement Amount by Defendants, as well as Employer Taxes, or as soon thereafter as practicable, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

27. Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180

1 Montgomery Street, Suite 600, San Francisco, California 94104, the cy pres recipient, for use in Los  
2 Angeles County.

3 28. In the event the settlement does not become effective in accordance with the terms  
4 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to  
5 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
6 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

7  
8 **IT IS SO ORDERED.**



9  
10 Dated: 04/25/2023

Lawrence P. Riff / Judge  
Judge of the Superior Court