

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (Cal. Bar No. 287811)
david@tomorrowlaw.com
Vedang J. Patel (Cal. Bar No. 328647)
vedang@tomorrowlaw.com
Andrew Magaline (SBN 290413)
andrew@tomorrowlaw.com
1460 Westwood Blvd.
Los Angeles, California 90024
Telephone: (310) 438-5555 Facsimile: (310) 300-1705

Attorneys for Plaintiff, NATASHA WILLIAMS,
on behalf of herself and all others similarly situated and aggrieved

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

NATASHA WILLIAMS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

MARRS SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV23775

[Assigned to the Hon. Stuart M. Rice in Dept.
1]

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

1 This matter having come before the Court for a Hearing on Motion for Final Approval of
2 Settlement pursuant to the Order of this Court granting preliminary approval (“Preliminary
3 Approval Order”) of the class and representative action settlement upon the terms set forth in the
4 Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and PAGA
6 Settlement Agreement and Provisional Class Certification for Settlement Purposes Only; and due
7 and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

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

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

17 4. For settlement purposes only, the Court certifies the following class: all persons
18 currently or formerly employed by defendant Marrs Services, Inc. (“Defendant”), either directly or
19 through any subsidiary, staffing agency, or professional employer organization, as hourly-paid, non-
20 exempt employees in the State of California at any time during period from June 28, 2017 through
21 March 14, 2023 (“Class Period”) (“Settlement Class,” “Settlement Class Members” or “Class
22 Members”).

23 5. “Plaintiff” refers to plaintiff Natasha Williams.

24 6. Released Parties” means: (a) Defendant and each and all past or present owners,
25 partners, parent companies, subsidiaries, divisions, related or affiliated companies (regardless of
26 whether such partners, parent companies, subsidiaries, divisions, related or affiliated companies are
27 individuals, corporations, partnerships, limited partnerships, limited liability companies, or other
28 forms of entity) of Defendant; (b) each and all of the predecessor or successor entities of any of

1 those entities identified in subparagraph (a); (c) any other individuals or entities of any kind
2 including, but not limited to, any payroll companies, which have been or could be alleged to be in
3 any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other
4 theory) for any violations described in Paragraph 5.1, 5.2, 5.3, and 5.4 of the Settlement Agreement
5 and occurring as a result of employment with Defendant, including Defense Counsel of record in
6 the Actions; and (d) all past and present directors, officers, representatives, insurers, agents,
7 shareholders, partners, members, lawyers, successors and assigns, and employees of any of the
8 individuals or entities identified in subparagraphs (a), (b), or (c).

9 7. Defendant shall, within thirty (30) calendar days of the Effective Date, make their
10 payment of the Gross Settlement Amount of \$850,000.00, (“Gross Settlement Amount”) and
11 Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-
12 1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured
13 banking institution, for distribution in accordance with this Agreement and the Court’s Orders and
14 subject to the conditions described herein.

15 8. Effective upon entry of Judgment, this Order granting Final Approval of this Settlement,
16 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
17 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating
18 Class Members and Aggrieved Employees will release claims against all Released Parties as
19 follows:

- 20 a. Release by Participating Class Members: For the duration of the Class Period, all
21 Participating Class Members, on behalf of themselves and their respective former
22 and present representatives, agents, attorneys, heirs, administrators, successors and
23 assigns, release Released Parties from all claims that were alleged or reasonably
24 could have been alleged based on the facts stated in the Class Action Operative
25 Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims
26 for failure to pay minimum wages; (3) all claims for failure to provide meal periods
27 or compensation in lieu thereof; (4) all claims for failure to provide rest periods or
28 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon

1 separation; (6) all claims for failure to provide accurate wage statements; and (7) all
2 claims asserted through California Business & Professions Code section 17200, *et*
3 *seq.*, arising out of the Labor Code violations referenced in the Class Action Operative
4 Complaint.

5 b. Release by Aggrieved Employees: For the duration of the PAGA Period, the State of
6 California and all Aggrieved Employees are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims
9 for PAGA penalties that were alleged, or reasonably could have been alleged, based
10 on the PAGA Period facts stated in the PAGA Operative Complaint and the PAGA
11 Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210,
12 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor
13 Code sections Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 226,
14 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 404, 432, 510, 512, 558, 1102.5, 1174,
15 1174.5, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

24 9. Two (2) Class Members opted out of the Settlement and zero (0) Class Members
25 objected to the Settlement. The Class Members that opted-out of the settlement are Eric Eismann
26 and Julia Houlemard.

27 10. The Court further finds that the Settlement is fair, reasonable and adequate, and that
28 Plaintiff has satisfied the standards and applicable requirements for final approval of class action

1 settlement under California law, including the provisions of Code of Civil Procedure section 382
2 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
3 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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

14 12. Nothing contained in the Settlement Agreement shall be construed or deemed in
15 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
16 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
17 litigation, and the attendant inconvenience and expense.

18 13. The Court approves Plaintiff as class representative.

19 14. The Court approves David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan
20 Law Group, P.C. as Class Counsel.

21 15. The Court approves Apex Class Action Settlement Administration ("Apex"), as the
22 Settlement Administrator.

23 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
24 \$283,333.33 which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
25 In addition, the Court awards Class Counsel reimbursement of their costs of \$15,940.70 to be
26 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
27 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
28 Agreement.

1 17. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
2 consideration her time, effort and risk incurred on behalf of the Settlement Class, and for providing
3 a general release and releasing unknown claims pursuant to Civil Code section 1542. The
4 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
5 Settlement Amount as set forth in the Settlement Agreement.

6 18. The Court hereby approves the Settlement Administrator's cost in the amount of not
7 more than \$7,890.00. The Settlement Administrator, Apex Class Action Settlement Administration,
8 shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

9 19. The Court hereby approves the PAGA penalties amount of \$40,000.00, of which
10 \$30,000.00 shall be paid to the LWDA and the remaining \$10,000.00 to be distributed to the
11 "Aggrieved Employees", defined as Class Members working for Defendant as hourly-paid, non-
12 exempt employees during the period from June 25, 2020 through the end of the Class Period
13 ("PAGA Period") in the State of California.

14 20. The Net Settlement Amount available for distribution to Class Members is \$495,355.97,
15 which is determined as follows:

Gross Settlement Amount	\$ 850,000.00
Class Counsel Attorney's Fees	\$ (283,333.33)
Class Counsel Cost Reimbursement	\$ (15,940.70)
Plaintiff's Enhancement	\$ (7,500.00)
Settlement Administrator's Costs	\$ (7,890.00)
PAGA Penalties	\$ (40,000.00)
<i>Net Settlement Amount available for Distribution to Class Members</i>	<i>\$ 495,335.97</i>

24 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
25 costs in connection with this matter.

26 22. For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
28 funds represented by such checks to the California Controller's Office, Unclaimed Property Fund

1 in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements
2 of California Code of Civil Procedure (“CCP”) Section 384.

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

6 24. A Non-Appearance Case Review Re: Final Administration (“NACR”) of the Class
7 Action Settlement is hereby scheduled for March 20, 2025, in Department 1 of the above entitled
8 Court. At least five (5) calendar days prior to said NACR, the Parties shall file a declaration
9 confirming that the claims have been paid and that administration of all the terms and conditions of
10 the class action settlement have been completed. Should the Court find that said declaration has
11 sufficiently evidenced full and complete administration of the class action settlement, said NACR
12 will be satisfied.

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

16 **IT IS SO ORDERED.**

17
18 Dated: March 20, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Blvd., Los Angeles, California, 90024

On March 20, 2024, I caused a true and correct copy of the foregoing document(s) described as; [PROPOSED AMENDED] **ORDER** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

JACKSON LEWIS, P.C.

Yvonne A. Fossati (SBN 161764)

Yvonne.Fossati@jacksonlewis.com

Karen Luh (SBN 243256)

Karen.Luh@jacksonlewis.com

Martin P. Vigodnier (SBN 311834)

Martin.Vigodnier@jacksonlewis.com

725 South Figueroa Street, Suite 2500

Los Angeles, California 90017-5408

Telephone: (213) 689-0404

Facsimile: (213) 689-0430

Counsel for Marrs Services, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 20, 2024, at Los Angeles, California.

/s/ Jennifer Echeverria

Jennifer Echeverria