

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

Brandon M. Chang (SBN 316197)

*brandon@tomorrowlaw.com*

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, RODNEY ALBERT JORDAN,  
on behalf of himself and all others similarly situated  
and aggrieved

**FILED**

Superior Court of California  
County of Los Angeles

**02/22/2024**

David W. Slayton, Executive Officer / Clerk of Court

By:           A. He           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

RODNEY ALBERT JORDAN, an individual  
and on behalf of all others similarly situated  
and aggrieved,

Plaintiff,

v.

THE MARTIN-BROWER COMPANY, LLC,  
a Delaware limited liability company; JESUS  
FLORES, an individual; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: 21STCV41435

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

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

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1           This matter having come before the Court for a final fairness hearing pursuant to the Order  
2 of this Court dated August 11, 2023, granting preliminary approval (“Preliminary Approval Order”)  
3 of the class and representative action settlement upon the terms set forth in the Class and  
4 Representative Action Settlement Agreement (“Settlement Agreement”), attached to the declaration  
5 of Vedang J. Patel filed on July 20, 2023, submitted in support of Motion for Preliminary Approval  
6 of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes;  
7 and due 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 and Representative Action Settlement;  
12 Service Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13           2.           The definitions set out in the Settlement Agreement are incorporated by reference  
14 into this Order; all terms defined therein shall have the same meaning in this Order as defined in the  
15 Settlement Agreement.

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

18           4.           For settlement purposes only, the Court certifies the settlement class for the purpose  
19 of settlement only: “Settlement Class,” “Settlement Class Members” or “Class Members”: all  
20 current and former non-exempt employees of The Martin-Brower Company, LLC (“Defendant”),  
21 in the State of California, except truck drivers, at Defendant’s City of Industry location from June  
22 1, 2020, and at Defendant’s Stockton location from November 10, 2017, through February 15, 2023  
23 (“Class Period”).

24           5.           The parties released shall include Defendant The Martin-Brower Company, L.L.C.  
25 and each of its predecessors, successors, subsidiaries, parent companies, sister companies, other  
26 corporate affiliates, and assigns, and all of their owners, shareholders, members, officers, directors,  
27 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns,  
28 and any other persons acting by, through, under or in concert with any of them. (“Released Parties”).

1           6.           “Plaintiff” refers to plaintiff Rodney Albert Jordan.

2           7.           Effective only upon the entry of an Order granting Final Approval of the Settlement,  
3 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross  
4 Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all  
5 Participating Class Members release those claims set forth herein as applicable.

6           a.       Class Released Claims: Except as to the right to enforce the terms and conditions of  
7 the Settlement, all Settlement Class Members fully release the Released Parties from  
8 all claims that were alleged, or could have been asserted based on the factual  
9 allegations, in the Operative Complaint filed in the Action, including but not limited  
10 to any municipal, state, or federal law during the Class Period (“Released Class  
11 Claims”). This release includes, without limitation, release of all claims under the  
12 Fair Credit Reporting Act (“FCRA”), the California Consumer Credit Reporting  
13 Agencies Act (“CCCRAA”), the California Investigative Consumer Reporting  
14 Agencies Act (“ICRAA”), and all claims for alleged failure to pay wages of any form,  
15 including failure to pay minimum wage, overtime, vacation, sick pay, or any other  
16 wage, claims for failure to provide accurate itemized wage statements, claims for  
17 failure to timely pay wages, claims for failure to pay meal or rest period premiums,  
18 claims for failure to timely pay wages due at the end of employment, failure to provide  
19 meal and rest breaks, failure to reimburse expenses, failure to maintain employment  
20 records, claims for unfair competition based upon any of the foregoing, failure to pay  
21 wages in form negotiable and payable in cash, and claims under California Business  
22 and Professions Code sections 17200 et seq. This release includes all claims for  
23 failure to pay wages (including overtime) under the FLSA. The Parties stipulate that  
24 except as set forth in this Agreement, Defendant shall not owe any further monies to  
25 the Settlement Class based upon any claim made in the Action or in any complaint  
26 filed therein, as well as claims under Labor Code section 2698 et seq. This Agreement  
27 is conditioned upon the release by all Settlement Class Members of any claim under  
28 Labor Code section 2698 et seq., as to the released claims set forth above, and upon

1 covenants by all members that they will not participate in any proceeding seeking  
2 penalties as to the released claims set forth above. The Parties stipulate that beyond  
3 the Gross Settlement Amount, and employer's share of payroll taxes, Defendant shall  
4 not owe any further monies to the Settlement Class or to the State of California based  
5 upon any claim made in the Lawsuit or in any complaint filed therein.

6 b. Release by PAGA Members. Except as to the right to enforce the terms and conditions  
7 of the Settlement, all PAGA Members fully release and discharge the Released Parties  
8 from any and all claims under the PAGA that were alleged, or could have been  
9 asserted based on the factual allegations, in the Operative Complaint filed in the  
10 Action that arose during the PAGA Period (the "Released PAGA Claims"). It is  
11 understood and acknowledged that PAGA Members entitled to a share of the PAGA  
12 Amount will be issued a check for their share of the PAGA Amount and will not have  
13 the opportunity to opt out of, or object to, the Released PAGA Claims as set forth in  
14 this Paragraph. The Released PAGA Claims are binding upon all PAGA Members  
15 upon Court approval and payment of the PAGA Amount. Further, the PAGA  
16 Members are bound by the Released PAGA Claims regardless of whether they cash  
17 their PAGA check.

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

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

28 10. The Court further finds that the Settlement is fair, reasonable and adequate and that

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

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

15 12. The Court approves Plaintiff as the Class Representative.

16 13. The Court approves David D. Bibiyan, Jeffrey Klein, and Vedang Patel of Bibiyan  
17 Law Group, P.C., as Class Counsel.

18 14. The Court approves Phoenix Settlement Administrators ("Phoenix" or "Settlement  
19 Administrator") as the Settlement Administrator.

20 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
21 \$666,666.66, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.  
22 In addition, the Court awards Class Counsel reimbursement of their costs of \$18,304.36 to be  
23 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the  
24 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
25 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement  
26 conferred a significant benefit on the Class and the necessity and financial burden of private  
27 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

28 16. The court hereby approves an incentive award ~~\$10,000.00~~ <sup>\$7,500.00 - SMR</sup> to Plaintiff, in

1 consideration for his time, effort, and risk incurred on behalf of the Settlement Class, and for  
2 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The  
3 incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement  
4 Amount as set forth in the Settlement Agreement.

5 17. The Court hereby approves the Settlement Administrator's cost in the amount of  
6 \$12,000.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the  
7 cost of administration of the settlement from the Gross Settlement Amount.

8 18. The Court hereby approves the PAGA penalties amount of \$100,000.00, of which  
9 \$75,000.00 shall be paid to the LWDA and the remaining \$25,000.00 to be distributed to the "PAGA  
10 Members," defined as all current and former non-exempt employees of Defendant in the State of  
11 California, except truck drivers, at any time between November 3, 2021 through the end of the Class  
12 Period ("PAGA Period").

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

15 20. Any checks from this distribution that are not cashed within one-hundred-eighty  
16 (180) calendar days from the date of their issuance shall be canceled and funds associated with such  
17 checks shall be transmitted to California Controller's Unclaimed Property Fund in the name of the  
18 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code  
19 of Civil Procedure Section 384, subd. (b).

20 21. Defendant shall make payment of \$2,000,000.00, the Gross Settlement Amount, and  
21 Employer Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid within  
22 fourteen (14) calendar days after the Effective Date.

23 22. Within 14 (fourteen) calendar days after Defendant transfers the GSA and employer  
24 side taxes to the Settlement Administrator, the Settlement Administrator will pay: (1) the NSA to  
25 the Settlement Class Members per the terms of this Settlement Agreement and the Final Approval  
26 Order; (2) the Court-approved Class Counsel Fees and Costs Award; (3) the Court-approved  
27 Settlement Administration Costs; (4) the Court-approved Service Award to the Class  
28

Representative; and (5) the Court-approved PAGA Amount to the proper State authority and the PAGA Members.

23. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

25. ~~An Order to Show Cause Hearing~~ <sup>Non-Appearence Case Review</sup> Re: Final Administration of the Class Action Settlement is hereby scheduled for 12/23/2024, at 4 00 <sup>PM</sup> ~~am~~, in Department 1 of the above entitled Court. At least five (5) calendar days prior to said ~~OSC~~ hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all of the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, said ~~OSC~~ hearing will go off-calendar.

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: February 22, 2024



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

Stuart M. Rice / Judge  
Judge of the Superior Court