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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF BUTTE**

AGUSTINA RENTERIA GRACIANO, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

HIGNELL, INCORPORATED, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 22CV01196

[Assigned for all purposes to the Hon.
Stephen E. Benson in Dept. 6]

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

F I L E D Superior Court of California
County of Butte
AUG 27 2025
Sharif Elmallah, Clerk
By *[Signature]* Deputy

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

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

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

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

17 4. For settlement purposes only, the Court certifies the following class ("Class," "Class
18 Members" or "Settlement Class"): all current and former non-exempt employees employed by or
19 formerly employed by defendant Hignell, Incorporated ("Defendant") in the State of California at
20 any time during the period from June 6, 2018 through March 25, 2024 ("Class Period").

21 5. "Plaintiff" refers to plaintiff Agustina Renteria Graciano.

22 6. The "Released Parties" shall include: Defendant and each of its former and present
23 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
24 subsidiaries, and affiliates.

25 7. Effective upon entry of Judgment, the Order granting Final Approval of the
26 Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and
27 funds employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
28 Class Members, and Class Counsel will release claims against all Released Parties as follows:

1 a. For the duration of the Class Period, all Participating Class Members, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors and assigns, release Released Parties from all claims
4 that were alleged or reasonably could have been alleged based on the facts stated in
5 the Operative Complaint including: (1) failure to pay overtime wages; (2) failure to
6 pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest
7 periods; (5) failure to pay wages due upon termination; (6) wage statement violations;
8 (7) waiting time penalties; (8) violation of labor code § 2802; (9) violation of labor
9 code § 227.3; and (10) unfair competition.

10 b. For the duration of the PAGA Period and the extent permitted by law, the LWDA
11 and the State of California, by and through Plaintiff as an agent and proxy of the
12 LWDA, release the Released Parties from all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint and the PAGA Notice as they relate to the Aggrieved
15 Employees.

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

24 9. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
25 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are
26 Participating Class Members.

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

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 settlement
11 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
12 be presented by the further prosecution of this Action. The Court has noted the significant benefits
13 to the Class Members under the Settlement. The Court also finds that the Class is properly certified
14 as a class for settlement purposes only.

15 12. The Court approves Plaintiff Agustina Renteria Graciano as class representative.

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

18 14. The Court approves Phoenix Class Action Administration Solutions ("Phoenix") as
19 the Settlement Administrator.

20 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
21 \$332,500.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
22 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$20,012.67
23 to be 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.

26 16. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
27 consideration of her time, effort, and risk incurred on behalf of the Settlement Class, and for
28 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The

1 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
2 Settlement Amount as set forth in the Settlement Agreement.

3 17. The Court hereby approves the Settlement Administrator's cost in the amount of
4 \$9,500.00. The Settlement Administrator, Phoenix, shall be paid the cost of administration of the
5 Settlement from the Gross Settlement Amount. Except as expressly provided herein, the Parties each
6 shall bear all their own fees and costs in connection with this matter.

7 18. The "Aggrieved Employees" means all current and former non-exempt employees
8 employed by or formerly employed by Defendant at any time in the State of California during the
9 period from June 6, 2021 through the end of the Class Period ("PAGA Period").

10 19. The Court hereby approves the PAGA Penalties amount of \$30,000.00, seventy-five
11 percent (75%) or \$22,500.00 of which shall be paid to the Labor and Workforce Development
12 Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or
13 \$7,500.00 to which will be distributed to Aggrieved Employees.

14 20. Defendant shall fully fund the Gross Settlement Amount and also fund Defendant's
15 share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days
16 after the Effective Date. The Effective Date means the date when all of the following events have
17 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
18 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
19 (a) if no Participating Class Member objects to the Settlement, sixty one (61) days after the Court
20 enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day
21 after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
22 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

23 21. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
24 will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class
25 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
26 Representative Service Payment.

27 22. For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the

1 funds represented by such checks to the *cy pres* recipient, Legal Aid at Work.

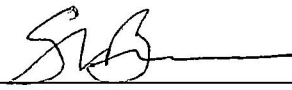
2 23. The Court finds that the class settlement on the terms set forth in the Settlement
3 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
4 the released claims against Defendant.

5 24. A Status Conference Hearing Re: Final Administration of the Class Action
6 Settlement is hereby scheduled for March 25, ²⁰²⁶2025, 9:00 am, in Department 6 of
7 the above entitled Court. At least five (5) calendar days prior to said Hearing, Plaintiff shall file a
8 declaration confirming that the claims have been paid and that administration of all the terms and
9 conditions of the Settlement have been completed. Should the Court find that said declaration has
10 sufficiently evidenced full and complete administration of the Settlement, said Hearing will be
11 ~~vacated.~~ *Declaration to be filed by March 11, 2026.*

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

15 **IT IS SO ORDERED.**

16
17 Dated: 8/27, 2025



Judge of the Superior Court
STEPHEN E. BENSON