

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

2 Vedang J. Patel (SBN 328647)

3 *vedang@tomorrowlaw.com*

4 Keaton Mendoza (SBN 321172)

5 *kmendoza@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

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

9 Attorneys for Plaintiff, JESSIE TAYLOR SCARBOROUGH-GHENT,
10 on behalf of herself and all others similarly situated and aggrieved

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13 JESSIE TAYLOR SCARBOROUGH-
14 GHENT, an individual, and on behalf of all
15 others similarly situated,

16 Plaintiff,

17 v.

18 STICKY RICE HIGHLAND PARK INC., a
19 California corporation; STICKY RICE ECHO
20 PARK, a California corporation; STICKY
21 RICE ON 3RD INC., a California corporation;
22 BRYAN SHARAFKHAH, an individual;
23 DAVID TEWASART, an individual; and
24 DOES 1 through 100, inclusive,

25 Defendants.

CASE NO.: 24STCV05796

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. 6]

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

1 This Court, having considered the Motion of plaintiff Jessie Taylor Scarborough-Ghent
2 (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Keaton Mendoza, David D. Bibiyan, Jessie Taylor Scarborough-Ghent, and
5 Jodey Lawrence, the Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or
6 “Settlement Agreement”), the proposed Notice of Class Action Settlement and Hearing Date for
7 Final Court Approval (“Class Notice”), and other documents submitted in support of the Motion for
8 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

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

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by defendants Sticky Rice Highland Park, Inc., Sticky Rice Echo Park, Sticky
14 Rice on 3rd Inc, Bryant Sharafkhah, and David Tewasart (collectively, “Defendants”) as non-
15 exempt, hourly-paid employees during the period from March 7, 2020 through February 28, 2026
16 (“Class Period”) in the State of California.

17 3. The Court preliminarily appoints the named plaintiff Jessie Taylor Scarborough-
18 Ghent as Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C., as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research have been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

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

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$400,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
12 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
13 to \$140,000.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
14 10,000.00 to Plaintiff; costs of settlement administration of no more than \$8,750.00 and Private
15 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$40,000.00, of which
16 \$30,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
17 \$10,000.00 (25%) to Aggrieved Employees.

18 8. "Aggrieved Employees" means all persons currently or formerly employed by
19 Defendants as non-exempt, hourly-paid employees during the period from March 7, 2023 through
20 the end of the Class Period ("PAGA Period") in the State of California.

21 9. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be
22 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

23 10. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire
25 dates (as applicable), and termination dates (as applicable).

26 11. Defendants represent that there are no more than 16,100 Workweeks during the Class
27 Period. In the event the number of Workweeks during the Class Period increases by more than 10%,
28 or 1,610 Workweeks, then the portion of the Gross Settlement Amount apportioned to the class and

1 PAGA claims (\$400,000) shall be increased proportionally by the Workweeks in excess of 17,710
2 multiplied by the workweek value. The workweek value shall be calculated by dividing portion of
3 the Gross Settlement Amount apportioned to the class and PAGA claims (\$400,000) by 16,100. The
4 Parties agree that the workweek value amounts to \$24.85 per Workweek ($\$400,000 / 16,100$
5 Workweeks). Thus, for example, should there be 18,000 Workweeks in the Class Period, then the
6 GSA shall be increased by \$7,206.50 ($18,000 - 17,710 \text{ workweek} \times \$24.85 / \text{Workweek}$). If more
7 than 7% of the class opts out of the settlement, Defendants have the option to rescind the settlement,
8 subject to Paragraph 9 of the Settlement Agreement.

9 12. The Court deems Phoenix Settlement Administrators (“Phoenix” or “Settlement
10 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
11 costs, not to exceed \$8,750.00 out of the Gross Settlement Amount for services to be rendered by
12 Phoenix on behalf of the class.

13 13. Not later than fourteen (14) days after the Court grants Preliminary Approval of the
14 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form
15 of a Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
16 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
17 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
18 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

19 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
20 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
21 and restrict access to the Class Data to Administrator employees who need access to the Class Data
22 to effect and perform under the Agreement.

23 15. Before mailing Class Notices, the Administrator shall update Class Member
24 addresses using the National Change of Address database.

25 16. Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members identified in the
27 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
28 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the

1 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
2 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
3 Pay Periods (if applicable) used to calculate these amounts.

4 17. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
5 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
6 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
7 Settlement. Class Members to whom Notice Packets are resent after having been returned
8 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
9 has expired.

10 18. Before the date by which Plaintiff is required to file the Motion for Final Approval
11 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
12 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
13 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
14 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
15 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
16 number of written objections and attach the Exclusion List.

17 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
18 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
19 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
20 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
21 representative that reasonably communicates the Class Member's election to be excluded from the
22 Settlement and includes the Class Member's name, address and email address or telephone number.
23 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

24 20. Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under the Agreement, regardless whether the Participating Class Member actually receives
28 the Class Notice or objects to the Settlement.

1 21. Only Participating Class Members may object to the class action components of the
2 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
3 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
4 and/or Class Representative Service Payment. Participating Class Members may send written
5 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
6 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
7 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
8 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
9 additional 15 days for Class Members whose Class Notice was re mailed).

10 22. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
11 Request for Exclusion will control, and the Objection will be overruled.

12 23. Each Class Member shall have 45 days after the Administrator mails the Class Notice
13 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
14 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
15 Class Notice. The Class Member may challenge the allocation by communicating with the
16 Administrator via mail.

17 24. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
18 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
19 Administrator no later than 30 days after the Effective Date.

20 25. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator
21 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
22 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
23 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
24 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
25 and the Class Representative Service Payment shall not precede disbursement of Individual Class
26 Payments, and the Individual PAGA Payments.

27 26. For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),

1 the Administrator shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member.

3 27. All papers filed in support of final approval, including supporting documents for
4 attorneys' fees and costs, shall be filed by _____.

5 28. A Final Approval Hearing shall be held with the Court on _____
6 at _____ in Department 6 of the above-entitled Court to determine: (1) whether the proposed
7 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
8 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service
9 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
10 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

Judge of the Superior Court