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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HELDER VIEIRA, TAVORIS SAUCIER, ERIC
BARBARY, ANDREW EMARY, JASON
SERIOS, BLONG YANG, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

ONE WORKPLACE L. FERRARI LLC, a
California limited liability company, doing
business as ONE WORKPLACE; and Does 1
through 100, inclusive,

Defendant(s).

) Case No. 24CV447301

)
) Judge: Hon. Theodore C. Zayner
) Dept: 19

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**

)
) Action Filed: September 13, 2024
) FAC Filed: September 19, 2024
) SAC Filed: August 4, 2025
) Trial Date: Not Set

The Motion for Preliminary Approval of Class and PAGA Settlement by Plaintiffs Helder Vieira, Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Series, and Blong Yang ("Plaintiffs") came on for hearing before this Court, the Honorable Theodore C. Zayner, presiding, on

_____, at ____: ____ a.m./p.m. (the “Motion”). The Court, having considered the papers submitted in support of the Motion and have heard oral argument of the parties’ counsel, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement attached to the Declaration David D. Bibiyan as **Exhibit 1** (the “Agreement”).¹
2. The Court hereby preliminarily certifies the Class as defined in the Agreement and preliminarily approves disposition of the Gross Settlement Amount of \$1,485,000.00 which is inclusive of attorneys’ fees not to exceed 35% of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to \$519,750.00, in addition to actual costs incurred of up to \$40,000.00; Class Representative Service Payments to Plaintiffs in the amount of \$7,500.00 each for a total of \$45,000.00; Administration Expenses Payment not to exceed \$7,990.00; and PAGA Penalties in the amount of \$148,500.00, of which \$96,525.00 (65%) will be paid to the LWDA and \$51,975.00 (35%) to Aggrieved Employees.
3. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
4. For Participating Class Members and/or Aggrieved Employees whose Individual Class Payments and/or Individual PAGA Payments is/are uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Katherine and George Alexander Community Law Center, thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure § 384. However, if the Court disapproves of the transmittal of uncashed checks to the *cy pres* recipient, the uncashed checks shall be transmitted to the California Controller’s Unclaimed Property Fund in the name of the Participating

¹ Capitalized terms in this Order shall have the same definitions set forth in the Agreement.

Class Member and/or Aggrieved Employee.

5. The Court hereby preliminarily determines that the terms of the settlement as set forth in the Agreement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing. It appears to the Court that sufficient investigation and research have been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that settlement will avoid substantial additional costs by all Parties, as well as the delay and risk that would be presented by further prosecution of the Action. It further appears to the Court that the proposed settlement that has been reached is the result of intensive, serious, non-collusive, arms' length negotiations.
6. The Court approves, as to form and content, the Class Notice which is attached to the Agreement as **Exhibit A**. The Court finds that the Class Notice fairly and adequately appraises Class Members of their rights under the Agreement.
7. The Court directs the distribution of the Class Notice in accordance with the schedule and procedures set forth in the Agreement. The Court finds that the dates and method selected for the mailing and distribution of the Class Notice, as set forth in the Agreement, meet the requirements of due process and provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all person entitled thereto.
8. The Administrator shall be Apex Class Action, LLC.
9. The Court finds that David. D. Bibiyan of Bibiyan Law Group, LLP, and Jerusalem F. Beligan of Beligan Law Group, LLP, have adequately represented the Class Members and are preliminarily appointed as Class Counsel subject to the Final Approval Hearing.
10. For settlement purposes only, the Court preliminarily (and subject to the Final Approval Hearing) finds that Plaintiffs are adequate representatives of the Class and appoints them as such.

11. A Final Approval Hearing is scheduled for _____ at ____:____
a.m./p.m. in Department 19 of the Santa Clara County Superior Court. The purpose
of such hearing will be to: (a) determine whether the Agreement should finally be
approved by the Court as fair, reasonable and adequate; (b) determine the
reasonableness of Class Counsel's request for attorneys' fees and costs; (c) determine
the reasonableness of the Class Representative Service Payments; and (d) order entry
of Final Judgment in the Action.
12. Class Counsel shall file brief(s) requesting final approval of the settlement, an award
of reasonable attorneys' fees and costs, and an award of reasonable class
representative service payments to Plaintiffs not later than 16 court days before the
Final Approval Hearing. All other dates shall be established by the Agreement.
13. Class Counsel shall provide a copy of the Final Judgment of Final Approval of Class
and PAGA Settlement to the Labor and Workforce Development Agency within 10
days after entry of Final Judgment.
14. Pending final determination as to whether the terms of the settlement as set forth in
the Agreement should be finally approved, Plaintiffs and Class Members, whether
directly, representatively, or in any other capacity, whether or not such persons have
appeared in this Action, shall not institute or prosecute any claims or actions against
the Released Parties (as defined by the Agreement) which in any manner concerns
the Released Claims (as defined by the Agreement).
15. The Court expressly reserves the right to continue or adjourn the Final Approval
Hearing without further notice to Class Members.

IT IS SO ORDERED.

Dated: _____

Hon. Theodore C. Zayner
Judge of the Superior Court of the State of
California