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10 on behalf of himself and all others similarly situated
11 and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF RIVERSIDE**

14 BRIAN AMAYA, individually, and on behalf
15 of all others similarly situated,

16 Plaintiff,

17 v.

18 PUROSIL LLC, a California Limited Liability
19 Company; and DOES 1 through 100,
20 inclusive,

21 Defendant.

CASE NO.: CVRI2407159

(Related With Case No. CVRI2503917)

[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 1]

**[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 Brian Amaya (“Plaintiff”) for
2 Preliminary Approval of Class Action Settlement and Provisional Class Certification for Settlement
3 Purposes Only (“Motion for Preliminary Approval”), the Declarations of Vedang J. Patel, David D.
4 Bibiyan, and Sean Hartranft, the Class and PAGA Settlement Agreement (“Settlement,”
5 “Agreement” or “Settlement Agreement”), the proposed Notice of Proposed Settlement (“Class
6 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

7 **ORDERS, ADJUDGES AND DECREES THAT:**

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

10 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
11 Class Members,” “Class Members”) for the purpose of settlement only: all persons currently or
12 formerly employed by defendant Purosil, LLC (“Defendant”) as non-exempt, hourly-paid
13 employees during the period from June 5, 2023, through March 9, 2026 (“Class Period”) in the State
14 of California.

15 3. The Court preliminarily appoints the named plaintiff Brian Amaya as Class
16 Representative, and the law firm of Bibiyan Law Group, P.C., as Class Counsel.

17 4. The Court preliminarily approves the proposed class settlement upon the terms and
18 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
19 settlement appears to be within the range of reasonableness of settlement that could ultimately be
20 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
21 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
22 probable outcome of further litigation relating to liability and damages issues. It further appears that
23 extensive and costly investigation and research have been conducted such that counsel for the parties
24 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
25 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
26 delay and risks that would be presented by the further prosecution of the Action. It further appears
27 that the settlement has been reached as the result of intensive, non-collusive and arms-length
28 negotiations utilizing an experienced third-party neutral.

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

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

7 7. The Court hereby preliminarily approves the definition and disposition of the Gross
8 Settlement Amount (“GSA”) of \$400,000.00, which is inclusive of: attorneys’ fees of not more than
9 thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the
10 Agreement, amounts to \$140,000.00, in addition to actual costs incurred of up to \$35,000.00; Class
11 Representative Service Payment of up to \$7,500.00 to Plaintiff; and the Administration Expenses
12 Payment of no more than \$6,990.00; and Private Attorneys General Act of 2004 (“PAGA”) penalties
13 in the amount of \$40,000.00, of which \$26,000 (65%) will be paid to the Labor and Workforce
14 Development Agency (“LWDA”) and \$14,000 (35%) to “Aggrieved Employees,” defined as all
15 persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during
16 the period from December 18, 2023, through the Class Period. (“PAGA Period”)

17 8. The Gross Settlement Amount expressly excludes Employer’s Taxes, which will be
18 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

19 9. Class Member’s “Workweek” shall mean any week during which a Class Member
20 worked for Defendant, for at least one day during the Class Period and has recorded work time in
21 Defendant’s timekeeping system. The number of Workweeks for each Class Member will be
22 calculated by determining the total number of hours that the Class Member worked during the Class
23 Period and dividing by 40.

24 10. Defendant represents that there are no more than 14,000 Workweeks worked during
25 the Class Period. In the event the number of Workweeks worked by Class Members during the Class
26 Period increases by more than ten percent (10%), or 1,400 Workweeks, then the Gross Settlement
27 Amount shall be increased proportionally by the Workweeks in excess of 15,400 Workweeks
28 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the

1 originally agreed-upon Gross Settlement Amount (\$400,000.00) by 14,000, which amounts to a
2 Workweek Value of \$28.57. Thus, for example, should there be 16,400 Workweeks in the Class
3 Period, then the Gross Settlement Amount shall be increased by \$28,570.00 ((16,400 Workweeks –
4 15,400 Workweeks) x \$28.57 per Workweek). In the alternative, if Defendant does not wish to
5 increase the Gross Settlement Amount, Defendant shall have the option of adjusting the end of the
6 Class Period backwards so that the total Workweeks in the Class Period do not exceed 15,400.
7 Defendant must exercise its election pursuant to this Paragraph at least fifteen (15) days before the
8 first set Motion for Preliminary Approval hearing. Any said election may be reflected by declaration
9 testimony, an addendum of the settlement, or by giving written notice to Class Counsel and the
10 Settlement Administrator by the deadline specified herein. Under no other circumstances shall
11 Defendant be required to pay more than the GSA except as provided for in this section.

12 11. The Court deems Apex Class Action, LLC (“Apex” or “Settlement Administrator”),
13 the settlement administrator, and preliminarily approves payment of administrative costs, not to
14 exceed \$6,990.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf
15 of the class.

16 12. Within seven (7) calendar days after the Court grants the Preliminary Approval
17 Order, Defendant will provide the Settlement Administrator with the Class Data. Class Data means
18 Class Member identifying information in Defendant’s custody, possession, or control, including the
19 Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last
20 known Social Security Number(s); and (5) the number of Workweeks that the Class Member worked
21 during the Class Period and the number of PAGA Pay Periods that the Aggrieved Employee worked
22 during the PAGA Period. Defendant shall provide further attestation supported by declaration
23 testimony from Defendant’s data analyst, attesting to the Workweek and PAGA Pay Period count
24 determined by Defendant’s timekeeping system.

25 13. The Settlement Administrator will keep this information confidential, use it only for
26 the purposes described herein, and not disclose the information to any other party unless written
27 permission is provided by Defendants allowing such disclosure.

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1 14. Prior to mailing the Class Notices, the Settlement Administrator shall process the
2 class list through the United States Postal Service's National Change of Address database to
3 determine the most current address of all Class Members.

4 15. Within fifteen (15) calendar days after transfer of the above-mentioned data for the
5 Class to the Settlement Administrator, the Settlement Administrator will send the Class Notice to
6 Class Members, by first-class mail, at their last known address.

7 16. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by mail, a signed written Request for Exclusion not later than forty-
9 five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days
10 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
11 Class Member or his/her representative that reasonably communicates the Class Member's election
12 to be excluded from the Settlement and includes the Class Member's name, address, and email
13 address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by
14 the Response Deadline.

15 17. Every Class Member who does not submit a timely and valid Request for Exclusion
16 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
17 bound by all terms and conditions of the Settlement, including the Participating Class Members'
18 Releases under the Agreement, regardless of whether the Participating Class Member actually
19 receives the Class Notice or objects to the Settlement.

20 18. If a Class Member submits an objection or a dispute, and a request to exclude/opt
21 out, the exclusion/opt-out request will be voided and of no force or effect and the objection and/or
22 dispute will be treated as submitted as though without a request to exclude/opt out, unless otherwise
23 ordered by the Court.

24 19. Defendant shall fully fund the Gross Settlement Amount and also fund all amounts
25 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
26 Administrator within fifteen (15) days of the Effective Date. "Effective Date" means the later of:
27 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

1 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
2 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
3 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
4 the appellate court affirms the Judgment and issues a remittitur.

5 20. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and cancelled after 180 calendar days after the date of their issuance,
7 the Administrator shall transmit the funds represented to the California Controller's Unclaimed
8 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
9 requirements of California Code of Civil Procedure Section 384.

10 21. All papers filed in support of final approval, including supporting documents for
11 attorneys' fees and costs, shall be filed by _____.

12 22. A Final Approval Hearing shall be held with the Court on _____
13 at _____ in Department 1 of the above-entitled Court to determine: (1) whether the proposed
14 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
15 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service
16 award to the Class Representative; and (4) the amount to be paid to the Settlement Administrator.

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____

Judge of the Superior Court