

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Kane Moon (249834) Allen Feghali (301080) Charlotte Mikat-Stevens (327047) FIRM NAME: Moon Law Group, PC STREET ADDRESS: 1055 W. Seventh St., Suite 1880 CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: 213-232-3128 FAX NO.: E-MAIL ADDRESS: cmikat-stevens@moonlawgroup.com ATTORNEY FOR (name): Plaintiff ESTEBAN RUIZ		<b>FOR COURT USE ONLY</b>  <b>FILED</b> Superior Court of California County of Los Angeles <b>05/07/2024</b> David W. Slayton, Executive Officer / Clerk of Court By: <u>L. McGreené</u> Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> Los Angeles STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse		CASE NUMBER: 23STCV07581	
PLAINTIFF/PETITIONER: ERNESTO RUIZ DEFENDANT/RESPONDENT: ARTISTIC ENTERTAINMENT SERVICES, LLC. OTHER:		JUDICIAL OFFICER:	
<b>PROPOSED ORDER (COVER SHEET)</b>		DEPT: 12	

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff: ERNESTO RUIZ
2. Title of the proposed order:  
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Preliminary Approval of Class Action and PAGA Settlement
  - b. Date and time: May 7, 2024 at 11:00 a.m.
  - c. Place: Los Angeles Superior Court - Spring Street Courthouse Department 12
4. The proposed order was served on the other parties in the case.

Charlotte Mikat-Stevens  
(TYPE OR PRINT NAME)

 /s/ Charlotte Mikat-Stevens  
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:  
Ruiz v. Artistic Entertainment Services LLC.

CASE NUMBER:  
23STCV07581

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):  
1055 W. Seventh St., Suite 1880 Los Angeles, California 90017

b. My electronic service address is (*specify*): (see attached POS)

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Janelle Jickain

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Kane Moon (SBN 249834)  
Allen Feghali (SBN 301080)  
Charlotte Mikat-Stevens (SBN 327047)  
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*Attorneys for Plaintiff ESTEBAN RUIZ*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ERNESTO RUIZ, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

ARTISTIC ENTERTAINMENT SERVICES,  
LLC, a limited liability company; and DOES 1  
through 10, inclusive,

Defendants

Case No.: 23STCV07581

CLASS AND REPRESENTATIVE ACTION

*[Hon. Carolyn B. Kuhl, Dept. 12]*

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, and the  
Declarations of Kane Moon, Plaintiff Ruiz,  
Craig Bugajski, and Lisa Mullins in Support of  
Motion]*

PRELIMINARY APPROVAL HEARING:

Date: May 7, 2024

Time: 11:00 a.m.

Dept.: 12

Action Filed: April 6, 2023

Trial Date: Not set

1 The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and  
2 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the  
3 supporting Declarations of Kane Moon, Plaintiff Esteban Ruiz ("Plaintiff"), Craig Bugajski, and  
4 Lisa Mullins on behalf of ILYM Group, Inc., and good cause appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and the  
7 Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement  
8 Agreement and Class Notice (the "Settlement Agreement" or "Settlement") attached as Exhibit 1  
9 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of  
10 Class and PAGA Action Settlement. The Court finds on a preliminary basis that the Settlement  
11 Agreement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for  
12 preliminary approval. The Court also preliminarily finds that the terms of the Settlement  
13 Agreement appear to be within the range of possible approval, pursuant to California Code of  
14 Civil Procedure section 382 and applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which could  
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
18 Court. The Court notes that Defendant Artistic Entertainment Services, LLC ("Defendant")  
19 (together with Plaintiff, the "Parties") agreed to create a common, non-reversionary gross fund of  
20 at least \$325,000.00 (the "Gross Settlement Amount"), subject to an escalator clause and in  
21 addition to Defendant's employer's payroll taxes owed on the wage portions of Individual Class  
22 Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class  
23 Counsel Fees Payment, not to exceed 33.33% of the Gross Settlement Amount; (c) a Class Counsel  
24 Costs Payment, for reimbursement of actual litigation costs not to exceed \$25,000.00; (d) an  
25 Administration Expenses Payment of up to \$7,750.00; (e) PAGA Penalties of \$10,000.00 for  
26 settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code  
27 Sections 2698, *et seq.* ("PAGA"), and distributed as 25% (\$2,500.00) to the Aggrieved Employees  
28 and 75% (\$7,500.00) to the California Labor and Workforce Development Agency (the "LWDA");

1 and (f) a Class Representative Service Payment of up to \$7,500.00 to Plaintiff.<sup>1</sup>

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
3 reasonable to the Class Members when balanced against the probable outcome of further litigation  
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant  
5 informal discovery, investigation, research, and litigation have been conducted such that counsel  
6 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)  
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
9 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
10 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and  
11 meets the requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement  
13 Agreement, Class Counsel's attorneys' fees and costs, the PAGA Penalties, and the Class  
14 Representative Service Payment should be finally approved as fair, reasonable, and adequate as  
15 to the members of the Class is hereby set in accordance with the Implementation Schedule set  
16 forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class  
18 (the "Settlement Class"): All persons who worked for Defendant in California as a non-exempt  
19 employee at any time during the Class Period. The "Class Period" is April 6, 2019, through  
20 November 5, 2023. Excluded from the Settlement Class are all Class Members who submit a valid  
21 and timely request for exclusion from the Settlement pursuant to the instructions provided in the  
22 Class Notice.

23 6. Release of Claims. Effective on the date when Defendant fully funds all amounts owed  
24 under the Settlement, Plaintiff, Participating Class Members, and Aggrieved Employees release all claims  
25

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26  
27 <sup>1</sup> Pursuant to ¶ 4.3 of the Settlement Agreement, Defendant shall fully fund the Gross Settlement  
28 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by  
transmitting the funds to the Administrator by the later of February 15, 2025, or 60 calendar days after the  
date of "Final Approval," as that term is defined under the Settlement Agreement. (Settlement, ¶ 4.3.)

1 against the Released Parties as follows (Settlement, ¶ 5.4.):

2 a. Released Parties. “Released Parties” means: Defendant and each of its former and  
3 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,  
4 successors, assigns, subsidiaries, or affiliates. (*Id.* at ¶ 1.42.)

5 b. Plaintiff’s General Release. Plaintiff and his or her respective former and present spouses,  
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and  
7 discharge the Released Parties from all claims, transactions, or occurrences arising out of his employment  
8 with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been,  
9 alleged, based on the facts contained, in the Operative Complaint, (b) all PAGA claims that were, or  
10 reasonably could have been, alleged, based on facts contained, in the Operative Complaint or Plaintiff’s  
11 PAGA Notice, and (c) claims not asserted in the Action (“Plaintiff’s General Release”). Plaintiff’s  
12 General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits,  
13 unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits  
14 that arose at any time, or any claims based on occurrences outside the Class Period. (*Id.* at ¶ 5.1.)

15 1) Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For  
16 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions,  
17 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general  
18 release does not extend to claims that the creditor or releasing party does not know or suspect  
19 to exist in his or her favor at the time of executing the release and that, if known by him or her,  
20 would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at  
21 ¶ 5.1.1.)

22 c. Release by Participating Class Members. All Participating Class Members release all  
23 claims against the Released Parties that were, or reasonably could have been, alleged, based on the facts  
24 stated, in the Operative Complaint (“Released Class Claims”). The Released Class Claims exclude any  
25 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or  
26 workers’ compensation benefits that arose at any time, or any claims based on occurrences outside of  
27 the Class Period. (*Id.* at ¶ 5.2.)

28 d. Release by Aggrieved Employees. All Aggrieved Employees, regardless of whether they

1 have submitted a Request for Exclusion from the Settlement, release all claims against the Released  
2 Parties that were, or reasonably could have been, alleged, based on the facts stated, in Plaintiff's PAGA  
3 Notice and the Operative Complaint ("Released PAGA Claims"). The Released PAGA Claims exclude  
4 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or  
5 workers' compensation benefits that arose at any time, or any claims based on occurrences outside the  
6 PAGA Period. (*Id.* at ¶ 5.3.)

7 7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and  
8 definitions as set forth in the Settlement Agreement.

9 8. The Court finds, for settlement purposes only, that the Settlement Class meets the  
10 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
11 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and  
12 fact that are common, or of general interest, to all Settlement Class Members, which predominate  
13 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class  
14 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
15 Settlement Class Members; and (5) a class action is superior to other available methods for the  
16 fair and efficient adjudication of the controversy.

17 9. The Court appoints, for settlement purposes only, Plaintiff as the Class  
18 Representative. The Court approves, on a preliminary basis, payment of a Class Representative  
19 Service Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to  
20 the amount Plaintiff is eligible to receive as a Class Member, for his contributions and  
21 participation in the litigation, for the risks and duties attendant to his role as the Class  
22 Representative, and for his general release of claims, both known and unknown, and waiver of  
23 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the  
24 remainder will be retained in the Net Settlement Amount for distribution to Participating Class  
25 Members.

26 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law  
27 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability  
28 to request attorneys' fees of up to 33.33% of the Gross Settlement Amount, as well as

1 reimbursement for actual costs not to exceed \$25,000.00. To the extent actual costs are less and/or  
2 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder  
3 will be retained in the Net Settlement Amount for distribution to Participating Class Members.

4 11. The Court appoints ILYM Group, Inc. as the Administrator with payment from the  
5 Gross Settlement Amount for reasonable administration costs not to exceed \$7,750.00, except  
6 upon a showing of good cause and as approved by the Court. To the extent administration costs  
7 are less, the remainder will be retained in the Net Settlement Amount for distribution to  
8 Participating Class Members. The Administrator shall perform services and duties as provided for  
9 in the Settlement Agreement, including, but not limited to, mailing the Class Notice via first-class  
10 U.S. Mail. Class Members shall not be required to submit a claim form in order to receive  
11 individual settlement payments.

12 12. The Court approves, as to form and content, the Class Notice attached to the  
13 Settlement Agreement as Exhibit A. The Court finds, on a preliminary basis, that the plan for  
14 distribution of the Class Notice satisfies due process, provides the best notice practicable under  
15 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

16 13. The obligations set forth in the Settlement Agreement are deemed part of this  
17 Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the  
18 Settlement Agreement according to its terms and provisions.

19 14. The Court orders the following Implementation Schedule:

20 Defendant to provide the Administrator 21 with the Class Data	Within 15 calendar days after preliminary approval is granted
22 Administrator to mail the Class Notice	23 Within 14 calendar days after receiving the Class Data
24 Response and Opt-Out Deadline	25 Within 60 calendar days after mailing (plus 14 calendar days for any re-mailed 26 Notices)
27 Final Approval Motion Filing Deadline	28 At least 16 court days before the Final Approval Hearing:



Final Approval Hearing

UNCLASSIFIED

15. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

16. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

17. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement Agreement.

**IT IS SO ORDERED.**

DATED: 05/07/2024



The Honorable Carolyn B. Kuhl  
Judge of the Superior Court, Los Angeles County

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite  
7 1880, Los Angeles, California 90017. On February 7, 2024, I served the foregoing document  
8 described as:

9 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**  
10 **AND PAGA SETTLEMENT**

11 X by E-mailing \_\_\_\_ the original X a true copy to the following:

12 **Hahn & Hahn LLP**  
13 Laura Farber, Esq. (lfarber@hahnlawyers.com)  
14 301 East Colorado Boulevard, 9th Floor  
15 Pasadena, CA 91101  
16 Phone: (626) 796-9123  
17 Fax: (626) 449-7357

18 *Attorney for Defendant Artistic Entertainment Services, LLC*

19 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to  
20 accept electronic service, I caused the documents to be sent to the persons at the  
21 electronic service addresses listed above via third-party cloud service  
22 **CASEANYWHERE.**

23 X (State) I declare under penalty of perjury under the laws of the State of California  
24 that the above is true and correct.

25 Executed on February 7, 2024, at Los Angeles, California.

26 Janelle Jickain  
27 Name

28   
Signature