

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

ASUNCION GONZALEZ RUVALCABA, as  
an aggrieved employee, and on behalf of all  
other aggrieved employees under the Labor  
Code Private Attorneys General Act of 2004,

Plaintiff,

v.

ROD FRASER ENTERPRISES, INC., a  
California Corporation; RODERICK A  
FRASER II, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01308022-CU-OE-CXC  
CONSOLIDATED CASE NO.: 30-2023-  
01320538-CU-OE-CXC

[Assigned for all purposes to the Hon. Layne  
H. Melzer in Dept. CX102]

**PAGA REPRESENTATIVE ACTION**

**[ORDER GRANTING APPROVAL OF  
PAGA SETTLEMENT AND JUDGMENT**

**HEARING INFORMATION**

DATE: April 10, 2025  
TIME: 2:00 p.m.  
DEPT: CX102

Action Filed: April 20, 2023  
Trial Date: None Set

This Court, having considered the Motion of plaintiff Asuncion Gonzalez Ruvalcaba (“Plaintiff”) for Approval of Representative Action Settlement (“Motion”)(ROA #47), the Declarations of David D. Bibiyan, Brandon M. Chang, Plaintiff, Anthony Rogers, and the First Amended Joint Stipulation re: Representative Action Settlement (“Settlement” or “Settlement Agreement” or “Agreement”) attached to the Supplemental Declaration of Brandon M. Chang (ROA #74), the PAGA Payment Letter, and good cause appearing therefore, the Court hereby

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

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

4 2. The Motion concerns Plaintiff's action under the Private Attorneys General Act of  
5 2004 ("PAGA") against defendants Rod Fraser Enterprises, Inc. ("RFE") and Roderick A Fraser II  
6 (collectively, "Defendants"). Hereinafter, Plaintiff and Defendants will be collectively referred to  
7 as "the Parties."

8 3. The Settlement resolves the Representative Action brought on behalf of Aggrieved  
9 Employees defined as all individuals who are or were employed as non-exempt hourly employees  
10 by RFE within the State of California during the period from February 8, 2022 through February  
11 20, 2024 ("PAGA Period").

12 4. "Pay Period" means any pay period when an Aggrieved Employee worked at any  
13 time as an employee for RFE in a non-exempt, hourly-paid position during the PAGA Period,  
14 based on timekeeping data and applicable hire dates, re-hire dates (as applicable), and termination  
15 dates (as applicable).

16 5. The Settlement is based on Defendants representation that there were  
17 approximately 22,723 Pay Periods worked by Aggrieved Employees for the period from February  
18 8, 2022 to December 29, 2023. In the event the number of Pay Periods as of February 20, 2024  
19 increases by more than 10%, or 2,272 Pay Periods, RFE will increase the Gross Settlement  
20 Amount pro rata per additional pay period over 24,995 Pay Periods (22,723 Pay Periods + 2,272  
21 Pay Periods). For example, if the total number of Pay Periods worked by Aggrieved Employees  
22 during the PAGA Period is 25,222, then the Gross Settlement Amount shall be increased by  
23 \$6,125.00, to an increased Gross Settlement Amount of \$618,625.00.

24 6. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
25 P.C. as Plaintiff's Counsel for the Aggrieved Employees for settlement purposes only.

26 7. Plaintiff's Counsel investigated the claims alleged, performed legal research, and  
27 conducted analysis of the time and payroll data with the aid of expert data consultants. They also  
28 attended mediation, which after further negotiations, resulted in the Settlement Agreement that

1 was fully executed.

2 8. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the  
3 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

4 9. The Court appoints Plaintiff Asuncion Gonzalez Ruvalcaba as the PAGA  
5 Representative for Settlement purposes only.

6 10. The Court appoints ILYM Group, Inc., as the Settlement Administrator.

7 11. The Court approves, as to form and content, the PAGA Payment Letter attached as  
8 Exhibit 1 to the Settlement Agreement.

9 12. The Court approves the Gross Settlement Amount of \$612,500.00, as the same may  
10 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

11 a. One-third (1/3) thereof shall be allocated as reasonable attorneys' fees for  
12 Plaintiff's Counsel which, unless escalated pursuant to the Settlement  
13 Agreement, shall amount to \$204,166.67;

14 b. The sum of \$18,829.35 shall be allocated as reasonable litigation costs and  
15 paid to Plaintiff's Counsel.

16 c. The sum of \$7,500.00 shall be paid to Plaintiff as an Enhancement Payment  
17 for serving as PAGA Representative in the Action and providing a broader  
18 release to Defendants.

19 d. The sum of \$5,850.00 shall be paid to the Settlement Administrator, ILYM  
20 Group, Inc., for its services in administering the Settlement.

21 e. After deducting the above amounts, the Court approves the estimated  
22 remaining Net Settlement Amount of \$376,153.98 (as the same may be  
23 escalated pursuant to the Settlement Agreement) for PAGA penalties and  
24 orders 75%, or \$282,115.49 of that sum to be paid to the California Labor  
25 and Workforce Development Agency and 25%, or \$94,038.49 to be paid to  
26 the Aggrieved Employees pursuant to Labor Code § 2699(i).

27 13. "Effective Date" means the date that the Court or any party hereto serves notice of  
28 the Court's order and judgment approving the Settlement and no timely appeal thereto has been

1 filed within 60 days (“Approval Order” and “Judgment”). In the event that a timely appeal is filed  
2 within 60 days of the Court Approval Order and Judgment, the Effective Date shall occur when  
3 the appeal is adjudicated and no longer subject to further judicial review. At no time will  
4 Defendant have any obligation to fund the settlement, in whole or in part, until after the Effective  
5 Date.

6 14. Within fourteen (14) calendar days after the Effective Date, RFE will provide the  
7 Aggrieved Employee List to the Settlement Administrator. The Aggrieved Employee List will  
8 include information regarding each Aggrieved Employee’s: (1) full name; (2) last known address;  
9 (3) last known phone number; (4) social security number; (5) hire date(s), termination dates(s) (as  
10 applicable), and re-hire date(s) (as applicable); and (6) pay periods worked during the PAGA  
11 period.

12 15. Because Social Security Numbers are included in the Aggrieved Employee List, the  
13 Settlement Administrator shall maintain the Aggrieved Employee List in confidence and shall  
14 only access and use the data to administer the settlement in conformity with the Court’s orders.  
15 The Administrator shall maintain the Employee List as private and confidential and shall not  
16 disclose such data to any persons or entities other than Defendants’ Counsel.

17 16. Within fifteen (15) calendar days after the Effective Date of the Settlement,  
18 Defendants will deposit the Gross Settlement Amount, which unless increased pursuant to the  
19 Settlement Agreement, of \$612,500.00 into a settlement fund to be established by the Settlement  
20 Administrator.

21 17. Within seven (7) calendar days after Defendants deposit the Gross Settlement  
22 Amount into a settlement fund, the Settlement Administrator will issue payments to: (a) the  
23 Aggrieved Employees; (b) the LWDA; (c) Plaintiff’s Counsel for the Attorneys’ Fees Payment  
24 and Plaintiff’s Counsel’s Attorneys’ Costs Payment; and (d) the Settlement Administrator. The  
25 Settlement Administrator will mail Individual Settlement Payments to the Aggrieved Employees,  
26 along with the PAGA Payment Letter, the substance of which is attached to the Declaration of  
27 Brandon M. Chang as Exhibit “2,” via regular First-Class U.S. Mail, using the most current,  
28 known mailing addresses identified in the Aggrieved Employees List. The Settlement

1 Administrator will also issue a payment to itself for Court-approved services performed in  
2 connection with the Settlement twenty (20) calendar days after the Effective Date.

3 18. Because this is a PAGA action, based on the Parties' understanding of the PAGA  
4 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself  
5 from the Settlement or object to the terms of the Settlement Agreement. All Aggrieved  
6 Employees will be bound by the Settlement Agreement, upon its approval by the Court, regardless  
7 of whether he or she negotiates his or her settlement check.

8 19. Participating Aggrieved Employees will receive an Individual Settlement Payment.  
9 Individual Settlement Payment checks shall remain valid and negotiable for one hundred and  
10 eighty (180) calendar days after the date of their issuance. If a check is returned to the Settlement  
11 Administrator as undeliverable during the 180-day period, the Settlement Administrator shall take  
12 all reasonable efforts to identify the Aggrieved Employee's correct address, including the  
13 performance of a "skip-trace." If an updated address can be identified, the Settlement  
14 Administrator shall issue another check to the Aggrieved Employee and mail it to the Aggrieved  
15 Employee at his or her updated address.

16 20. Any settlement check to an Aggrieved Employee that is not negotiated within one  
17 hundred eighty (180) days of mailing to the Aggrieved Employee shall be canceled, and funds  
18 associated with the check shall be transmitted to the California State Controller's Office,  
19 Unclaimed Property Division in the name of each Aggrieved Employee thereby leaving no unpaid  
20 residue pursuant to the requirements of Code of Civil Procedure section 384.

21 21. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the  
22 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are  
23 fair and reasonable and authorizes the Settlement Administrator to pay the Individual Settlement  
24 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.  
25 The Court also authorizes the Settlement Administrator to make the LWDA Payment to the  
26 California Labor and Workforce Development Agency ("LWDA").

27 22. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the amount  
28 of one-third (1/3) of the Gross Settlement Amount, which, unless increased pursuant to the

1 Settlement Agreement, amounts to \$204,166.67, is reasonable. The Court awards Plaintiff's  
2 Counsel fees in the amount of one-third (1/3) of the Gross Settlement Amount to be paid from the  
3 Gross Settlement Amount.

4 23. The Court finds that Plaintiff's Counsel has incurred a total of \$18,829.35 in  
5 litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting  
6 this Actions. The Court awards \$18,829.35 from the Gross Settlement Amount to be paid to  
7 Plaintiff's Counsel in litigation costs and expenses.

8 24. Effective only upon the entry of an Order granting approval of this Settlement,  
9 entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross  
10 Settlement Amount to effectuate the Settlement, Plaintiff, Aggrieved Employees, and, to the  
11 extent permitted by law, the State of California, release the Released Parties, for the duration of  
12 the PAGA Period, any and all claims, debts, liabilities, demands, actions, or causes of action for  
13 civil penalties that were alleged or which could have been alleged based on the factual allegations  
14 in the Operative Complaint in the PAGA Action, and/or in the PAGA Notice, including all claims  
15 for civil penalties based upon or arising out of RFE 's failure to pay wages, including, but not  
16 limited to, failure to pay minimum wages, straight time compensation, overtime compensation,  
17 double-time compensation, and interest; the calculation of the regular rate of pay; wages related to  
18 alleged illegal time rounding; late, short and/or missed meal periods and/or rest periods; rest  
19 periods taken under RFE's control; reimbursement for all necessary business expenses; payment  
20 for all hours worked; off-the-clock work, including but not limited to unpaid time waiting for  
21 entry/exit, healthcare screenings, and/or timeclocks; failure to provide paid sick leave; failure to  
22 pay accrued and unused vacation on separation; inaccurate wage statements; improper or  
23 unauthorized deductions; failure to provide suitable seating; failure to keep accurate records;  
24 unfair business practices; penalties, including, but not limited to, civil penalties, recordkeeping  
25 penalties, wage statement penalties, meal/rest period penalties; minimum-wage penalties, and  
26 waiting-time penalties; and attorneys' fees and costs. The Released Claims include all claims  
27 arising under the California Labor Code (including, but not limited to, sections 96, 98.6, 200, 201,  
28 201.3, 202, 203, 204, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3,

1 232, 232.5, 246, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5,  
2 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, 2698 et seq., and 2699 et seq.,  
3 6401, 6402, 6403, 6409.6, 6432, 2810.5, 1527, 3366, 3457, 8397.4), and applicable California  
4 Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to IWC Wage  
5 Order No. 5 (Cal. Code Regs., tit. 8, § 11050), Cal. Code Regs., tit. 8, § 110404(5)(A), California  
6 Business and Professions Code Sections 17200, 16600, and 16700, and Government Code section  
7 12952, during the PAGA Period (the "PAGA Released Claims"), against the Released Parties.

8 25. The Released Parties shall refer to RFE, and each of its past, present and future  
9 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,  
10 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations  
11 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint  
12 venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its  
13 respective past, present and future employees, directors, officers, agents, attorneys, stockholders,  
14 fiduciaries, parents, subsidiaries, affiliates, and assigns, and each of them, including Roderick A.  
15 Fraser II.

16 26. The Parties are ordered to carry out the Settlement according to the terms of the  
17 Settlement Agreement.

18 27. A Final Accounting hearing regarding the PAGA Settlement is hereby scheduled  
19 for January 29, 2026, at 9:30 a.m., in Department CX102 of the above-entitled Court. At least five  
20 (5) calendar days prior to said hearing, the Parties shall file a declaration confirming that the  
21 claims have been paid and that administration of all the terms and conditions of the settlement  
22 have been completed. Should the Court find that said declaration has sufficiently evidenced full  
23 and complete administration of the class action settlement, the Final Accounting hearing will go  
24 off-calendar.

25 28. In the event the settlement does not become effective in accordance with the terms  
26 of the Agreement, or the settlement is not approved, or is terminated, cancelled or fails to become  
27 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the  
28 parties shall revert to their respective positions as of the entry of the Settlement Agreement.

1        29.     This document shall constitute a Judgment for purposes of California Rules of  
2 Court, Rule 3.769(h).

3        30.     Without affecting the finality of the Judgment in any way, this Court shall retain  
4 continuing jurisdiction over the Actions, the Parties and Aggrieved Employees, to the fullest  
5 extent to enforce and effectuate the terms and intent of the Settlement Agreement. The Court shall  
6 also retain jurisdiction to enforce the Settlement Agreement all orders and judgments entered in  
7 connection therewith.

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9 **IT IS SO ORDERED.**

10 Dated: **April 15, 2025**



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12 Hon. Layne H. Melzer  
13 Judge of the Superior Court  
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