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Attorneys for Plaintiff, RUBEN RUIZ, on behalf of himself  
and all others similarly situated and aggrieved

**FILED**  
Superior Court of California  
County of Los Angeles

06/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGrené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RUBEN RUIZ, an individual, and on behalf of  
all others similarly situated,

Plaintiff,

v.

UNIX PACKAGING, LLC, a California  
limited liability company; UNIX  
PACKAGING, INC., a California corporation;  
SOUTH BAY SAFETY INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 21STCV15971

[Assigned to the Hon. Carolyn B. Kuhl in  
Dept. 12]

~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the ~~Amended~~ Order Granting Final Approval of the Class and Representative  
3 Action Settlement for Unix Employees and the ~~Amended~~ Order Granting Final Approval of Class  
4 and Representative Action Settlement for South Bay Employees, it is hereby **ORDERED,**  
5 **ADJUDGED AND DECREED** as follows:

6 1. Judgment in this matter is entered in accordance with the Court's ~~Amended~~ Order  
7 Granting Motion for Final Approval of Class and Representative Action Settlement for Unix  
8 Employees ("Order Granting Final Approval for Unix Employees"), and the Plaintiff Ruben Ruiz  
9 and Defendant Unix Packaging, LLC's Class and PAGA Settlement Agreement ("Unix Settlement  
10 Agreement"). All terms used within this Paragraph 1, and its subsections, shall have the same  
11 meaning as defined in the Unix Settlement Agreement.

- 12 a. The "Settlement Class" ("Settlement Class Members" or "Class Members") means  
13 all persons currently or formerly employed at defendant Unix Packaging, LLC, fka  
14 Unix Packaging, Inc. ("Unix" or "Defendant"), as hourly-paid, non-exempt  
15 employees in the State of California at any time during the period from April 28,  
16 2017 through March 22, 2024 ("Class Period"). The Settlement Class expressly  
17 excludes all employees hired by South Bay Safety Inc., and placed to work at Unix,  
18 who were not hired directly by Unix.
- 19 b. "Aggrieved Employees" means all persons currently or formerly employed by  
20 defendant Unix Packaging, LLC, fka Unix Packaging, Inc. ("Unix" or "Defendant"),  
21 as hourly-paid, non-exempt employees in the State of California at any time during  
22 the period from April 27, 2020 through the end of the Class Period ("PAGA  
23 Period"). "Aggrieved Employees" expressly excludes all employees hired by South  
24 Bay Safety Inc., and placed to work at Unix, who were not hired directly by Unix.
- 25 c. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members  
26 objected to the Unix Settlement Agreement, and zero (0) submitted any Workweek  
27 disputes.

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- 1 d. Defendant shall fully fund the Gross Settlement Amount, and Defendant shall fund  
2 the amounts necessary to fully pay its share of employer payroll taxes by  
3 transmitting 50% of the Gross Settlement Amount and 50% of the employer payroll  
4 taxes to the Administrator no later than 30 calendar days after the Effective Date,  
5 and the remaining 50% of the Gross Settlement Amount and employer payroll taxes  
6 to the Administrator no later January 22, 2026.
- 7 e. Within 7 days after Defendant funds the first 50% portion of the Gross Settlement  
8 Amount and the employer's share of payroll taxes, the Administrator will  
9 simultaneously mail checks for 50% of all Individual Class Payments, all Individual  
10 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
11 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
12 Payment and the Class Representative Service Payment (the "First Distribution").  
13 Within 7 days after Defendant funds the last 50% portion of the Gross Settlement  
14 Amount and the employer's share of payroll taxes, the Administrator will  
15 simultaneously mail checks for the remaining 50% of all Individual Class Payments,  
16 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
17 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
18 Expenses Payment and the Class Representative Service Payment (the "Second  
19 Distribution").
- 20 f. For any Class Member whose Individual Class Payment check or Individual PAGA  
21 Payment check is uncashed and cancelled after the void date, the Administrator shall  
22 transmit the funds represented by such checks to the California Controller's Office,  
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no  
24 "unpaid residue" subject to the requirements of California Code of Civil Procedure  
25 Section 384.
- 26 g. Effective upon entry of Judgment, the Order granting Final Approval for Unix  
27 Employees, and on the date when Defendant fully funds the entire Gross Settlement  
28 Amount and funds all employer payroll taxes owed on the Wage Portion of the

Individual Class Payments, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

i. Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for waiting time penalties; (6) all claims for wage statement violations; (7) all claims for failure to indemnify; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

ii. Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5.

h. The “Released Parties” shall include: Unix and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,

1 officers, directors, employees, agents, attorneys, insurers, successors and assigns,  
2 and any individual or entity which could be liable for any of the Released Claims,  
3 and Unix's counsel of record in the Action.

4 2. Judgment in this matter is entered in accordance with the Court's ~~Amended~~ Order  
5 Granting Motion for Final Approval of Class and Representative Action Settlement for South Bay  
6 Employees ("Order Granting Final Approval for South Bay Employees") and Plaintiff Ruben Ruiz,  
7 Defendant Unix Packaging, LLC, and Defendant South Bay Safety Inc.'s Class and PAGA  
8 Settlement Agreement ("South Bay Settlement Agreement"). All terms used within this Paragraph  
9 2, and its subsections, shall have the same meaning as defined in the South Bay Settlement  
10 Agreement.

11 a. The "Settlement Class" ("Settlement Class Members" or "Class Members") means  
12 all persons currently or formerly placed to work at defendant Unix Packaging, LLC,  
13 fka Unix Packaging, Inc. ("Unix"), by South Bay Safety Inc. ("South Bay"), as  
14 hourly-paid, non-exempt employees in the State of California at any time during the  
15 period from October 1, 2018 through September 30, 2022 ("Class Period"). The  
16 Settlement Class expressly excludes all employees directly hired by Unix, or placed  
17 to work at Unix by all other staffing agencies and professional employer  
18 organizations.

19 b. "Aggrieved Employees" means all persons currently or formerly placed to work at  
20 Unix by South Bay, as hourly-paid, non-exempt employees in the State of California  
21 at any time between April 27, 2020 and the end of the Class Period ("PAGA  
22 Period"). "Aggrieved Employees" expressly excludes all employees directly hired  
23 by Unix or placed to work at Unix by all other staffing agencies and professional  
24 employer organizations.

25 c. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members  
26 objected to the Settlement, and zero (0) submitted any Workweek disputes.

27 d. Unix shall fully fund the Gross Settlement Amount, and South Bay shall fund the  
28 amounts necessary to fully pay its share of payroll taxes by transmitting the funds

- 1 to the Administrator no later than 14 calendar days after the Effective Date.
- 2 e. Within 7 days after Unix funds the Gross Settlement Amount and South Bay pays
- 3 the employer's share of payroll taxes, the Administrator will simultaneously mail
- 4 checks for all Individual Class Payments, all Individual PAGA Payments, the
- 5 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
- 6 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
- 7 Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
- 8 the Class Counsel Litigation Expenses Payment, and the Class Representative
- 9 Service Payment shall not precede disbursement of Individual Class Payments and
- 10 the Individual PAGA Payments.
- 11 f. For any Class Member whose Individual Class Payment check or Individual PAGA
- 12 Payment check is uncashed and cancelled after the void date, the Administrator shall
- 13 transmit the funds represented by such checks to the California Controller's Office,
- 14 Unclaimed Property Fund in the name of the Class Member thereby leaving no
- 15 "unpaid residue" subject to the requirements of California Code of Civil Procedure
- 16 Section 384.
- 17 g. Effective upon entry of Judgment, the Order Granting Final Approval for South Bay
- 18 Employees, and on the date when Unix fully funds the entire Gross Settlement
- 19 Amount and South Bay funds all employer payroll taxes owed on the Wage Portion
- 20 of the Individual Class Payments, Class Members, Aggrieved Employees and Class
- 21 Counsel will release claims against all Released Parties as follows:
- 22 i. Class Members: For the duration of the Class Period, all Participating Class
- 23 Members, on behalf of themselves and their respective former and present
- 24 representatives, agents, attorneys, heirs, administrators, successors and
- 25 assigns, release Released Parties from all claims that were alleged or
- 26 reasonably could have been alleged based on the facts stated in the Operative
- 27 Complaint including: (1) all claims for failure to pay overtime wages; (2) all
- 28 claims for failure to pay minimum wages; (3) all claims for failure to provide

1 meal periods or compensation in lieu thereof; (4) all claims for failure to  
2 provide rest periods or compensation in lieu thereof; (5) all claims for  
3 waiting time penalties; (6) all claims for wage statement violations; (7) all  
4 claims for failure to indemnify; and (8) all claims asserted through California  
5 Business & Professions Code section 17200, *et seq.*, arising out of the Labor  
6 Code violations referenced in the Operative Complaint.

7 ii. Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved  
8 Employees are deemed to release, on behalf of themselves and their  
9 respective former and present representatives, agents, attorneys, heirs,  
10 administrators, successors, and assigns, the Released Parties from all claims  
11 for PAGA penalties that were alleged, or reasonably could have been  
12 alleged, based on the facts stated in the Operative Complaint and the PAGA  
13 Notice, including, claims for PAGA penalties pursuant to Labor Code  
14 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged  
15 violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226,  
16 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194,  
17 1197, 1197.5, 1198.5, 2802, and 2810.5.

18 h. The “Released Parties” shall include: Unix, South Bay, and all their present and  
19 former parent companies, subsidiaries, divisions, related or affiliated companies,  
20 shareholders, officers, directors, employees, agents, attorneys, insurers, successors  
21 and assigns, and any individual or entity which could be liable for any of the  
22 Released Claims, and Unix’s and South Bay’ counsel of record in the Action.

23 3. This document shall constitute a Judgment for purposes of California Rules of Court,  
24 Rule 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26 Dated: 06/04/2025, 2025



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge  
Judge of the Superior Court