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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

CELIA MARTINEZ, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

RUBY BROTHERS III, a California
corporation; RUBY CORP., a California
corporation, MCRU, INC., a California
corporation, RUBY BROTHERS, a
California corporation, RUBY BROTHERS
TOO, a California corporation, E RUBY
PARTNERS, LLC, a California corporation,
inclusive,

Defendants.

) Case No.: 30-2021-01204252-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Peter J. Wilson
) Dept. CX101

) **ORDER AND JUDGMENT GRANTING
) MOTION FOR FINAL APPROVAL OF
) CLASS AND PAGA ACTION
) SETTLEMENT**

) Date: May 11, 2023
) Time: 2:00 p.m.
) Place: Department CX101

) Action Filed: June 4, 2021
) Trial Date: None

1 THIS MATTER is before the Court on Plaintiff’s Motion for Final Approval of Class and
2 PAGA Action Settlement and her Motion for an Order Awarding Attorneys’ Fees and Costs to
3 Plaintiff’s Counsel and Enhancement Fee to the Class Representative. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including having an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys’ fees and
7 costs and the service award to the class representative, and the argument at the final approval
8 hearing held on May 11, 2023, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiff’s motion as follows.

10 The Court, having fully considered Plaintiff’s motion, the Settlement Agreement itself,
11 and the oral argument presented to the Court, HEREBY ORDERS AND MAKES
12 DETERMINATIONS AS FOLLOWS:

13 **I. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
14 **SETTLEMENT**

15 The Court finds that certification of the following Class, for settlement purposes only, is
16 appropriate under the California Code of Civil Procedure:
17

18 The “Class” or “Class Members” is defined as:

19
20 Nonexempt Class: All current and former non-exempt employees who or were
21 employed by Defendants in California at any time during the class period [June 4,
2017, through June 17, 2022].

22 The “PAGA Group Members” is defined as:

23
24 All Class Members employed by Defendants at any time between June 4, 2020,
25 through June 17, 2022.

1 The Court finds that the Class defined above meets ascertainability, numerosity,
2 commonality, and predominance requirements that justify certification, and that resolution of this
3 matter through a class action settlement is superior to other available methods.

4 The Court finds further that:

5 (1) Plaintiff is an adequate and typical Class Representative and appoints her as Class
6 Representative; and

7 (2) Plaintiff's Counsel has adequately represented the Class and its appointment as Class
8 Counsel is confirmed.

9 Accordingly, the Court certifies the Class described above for settlement purposes only.

10 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
11 adequate, and reasonable when balanced against the possible outcome of further litigation
12 relating to class certification, liability, and damages. The terms of the operative settlement
13 agreement shall be incorporated herein and consistent with this Order and Judgment.
14

15 Following notice that was sent to the Class Member by first class mail, no Class member
16 objected to any of the terms of the Settlement and two Class Members opted out. The two
17 individuals that opted out are Alejandra Soto and Eva C. De Soto.

18 **II. CLASS RELEASE**

19 Upon the Date of Finality, Plaintiff and Participating Class Members who do not opt out
20 of the Settlement, release the Released Parties from, and will be forever barred from pursuing
21 against the Released Parties, any and all claims, demands, rights, liabilities and causes of action
22 alleged in Plaintiff's Operative Complaints, or which could have been alleged in Plaintiff's
23 Operative Complaints based on the factual allegations therein, that arose during the Class Period,
24 including but not limited to causes of action for failure to provide meal periods, and applicable
25 provisions of the relevant Industrial Wage Order; failure to permit rest breaks, and applicable
26 provisions of the relevant Industrial Wage Order; failure to provide accurate itemized wage
27 statements, and applicable provisions of the relevant Industrial Wage Order; failure to pay all
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**ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 wages due upon separation of employment, and applicable provisions of the relevant Industrial
2 Wage Order; failure to pay for unreimbursed business expenses, and applicable provisions of the
3 relevant Industrial Wage Order; violation of California Business and Professions Code §§17200,
4 et seq., based on the preceding claims (“Released Claims”); and all claims for attorneys’ fees and
5 costs relating to the Released Claims by Class Members, that could have been premised on the
6 facts, claims, causes of action or legal theories described above or that could have been premised
7 on the facts, claims, causes of action or legal theories described above.

8 **III. PAGA RELEASE**

9 Upon the Date of Finality, the State of California and PAGA Group Members release the
10 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties
11 under California Labor Code Private Attorneys General Act of 2004 based on the letter to the
12 Labor & Workforce Development Agency on May 21, 2021, that arose during the PAGA Period,
13 including but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203,
14 204, 226(a), 226.7, 512, 558, 2802, and applicable Wage Orders of the Industrial Welfare
15 Commission, including but not limited to Industrial Welfare Commission Wage Order No. 5-
16 2001, and all related claims for attorneys’ fees and costs.

17 **IV. OPT OUTS**

18 Following notice that was sent to the Class Member by first class mail, no Class member
19 objected to any of the terms of the Settlement and two Class Members opted out of this
20 settlement. The Class Members that opted out are; (1) Alejandra Soto; and (2) Eva C De Soto.

21 **V. PLAINTIFF’S REQUEST FOR ATTORNEYS’ FEES AND COSTS**

22 Plaintiff’s Counsel has moved for awards of (1) attorneys’ fees and costs to Plaintiff’s
23 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
24 Class Members pursuant to the Court’s Preliminary Approval Order.

25 The Court finds that payment of attorneys’ fees in the amount of \$422,470 of the GSA
26 and costs in the amount of \$12,463.95 for all past and remaining work and costs until the
27

1 completion of this matter, in accordance with the terms of the Settlement, is fair and reasonable
2 under the circumstances.

3 This amount shall be paid by Defendants according to the terms of settlement.

4 **VI. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

5 The Court approves a service award to the class representative, Celia Martinez, in the
6 amount of \$5,000.00, as fair and reasonable.

7 **VII. CLAIMS ADMINISTRATION COSTS**

8 The Court approves costs for the claims administrator in the amount of \$20,000.00 for all
9 work regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount
10 shall be paid by Defendants according to the terms of the settlement.

11 **VIII. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

12 The Claims Administrator shall pay the LWDA \$37,500.00 (representing 75% of the
13 \$50,00.00 PAGA component of the Settlement Agreement).

14 **IX. JUDGMENT FINALITY**

15 Without affecting the finality of this Judgment in any way, the Court shall retain
16 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
17 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
18 to enforce the terms, conditions and obligations of the Settlement Agreement.

19 This judgment is intended to be a final disposition of the above-captioned action in its
20 entirety with prejudice.

21 The Court orders class counsel to file a final report summarizing all distributions made
22 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
23 final report for January 12, 2024 at 9:00 a.m. Plaintiff's counsel shall submit a final report at
24 least 10 days prior to the final report hearing.
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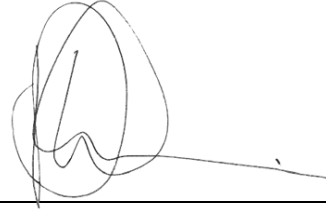
1 This Court shall have continuing jurisdiction pursuant to CCP section 664.6 and CRC
2 Rule 3.769(h). This Order and Judgment will be posted on the Settlement Administrator's
3 website for at least 180 days.

4 **IT IS SO ORDERED**

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6 Dated: May 18, 2023

JUDGE OF THE SUPERIOR COURT

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A handwritten signature in black ink, appearing to read 'P. J. Wilson', is written over a horizontal line. The signature is stylized and cursive.

The Honorable Judge Peter J. Wilson