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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

WILLIAM GARCIA, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

RUBYLIN, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-21-589757

Honorable Richard B. Ulmer, Jr.
Department 302

CLASS ACTION

NOTICE OF ENTRY OF JUDGMENT

Complaint Filed:	February 26, 2021
FAC Filed:	May 9, 2024
Trial Date:	None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 5, 2024 at 9:30 a.m. in Department 302 of the
3 above-entitled Court, a hearing was held on Plaintiff William Garcia’s unopposed Motion for Final
4 Approval of Class Action and PAGA Settlement (“Motion”). Jill J. Parker, Esq. of Parker & Minne,
5 LLP and Vartan S. Madoyan of Lawyers *for* Justice, PC appeared on behalf of Plaintiff William
6 Garcia. Karen Rooney, Esq. of Karen Rooney Law appeared on behalf of Defendant Rubylin, Inc. At
7 the hearing, the Court granted Plaintiff’s Motion in its entirety.

8 A true and correct copy of the September 19, 2024 order entered by the Court granting
9 Plaintiff’s Motion is attached hereto as Exhibit 1.

10 A true and correct copy of the October 3, 2024 Judgment entered by the Court is attached
11 hereto as Exhibit 2.

12 Dated: October 4, 2024

PARKER & MINNE, LLP

13
14 By:



Jill J. Parker

Attorneys for Plaintiff William Garcia

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EXHIBIT 1

1 Edwin Aiwarzian (SBN 232943)
2 Arby Aiwarzian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Vartan Madoyan (SBN 279015)
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17 Attorneys for Plaintiff

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN FRANCISCO**

20 WILLIAM GARCIA, individually, and on
21 behalf of other members of the general public
22 similarly situated, and on behalf of other
23 aggrieved employees pursuant to the
24 California Private Attorneys General Act;

25 Plaintiff,

26 vs.

27 RUBYLIN, INC., a California corporation; and
28 DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-21-589757

Honorable Richard B. Ulmer, Jr.
Department 302

CLASS ACTION

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

Complaint Filed: February 26, 2021
FAC Filed: May 9, 2024
Trial Date: None Set

FILED
Superior Court of California
County of San Francisco
SEP 19 2024
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

[PROPOSED] ORDER

Plaintiff William Garcia's ^{unopposed} Motion for Final Approval of Class Action and PAGA Settlement is granted.

IT IS SO ORDERED.

Dated: 9/19/24

By: RU
The Honorable Richard B. Ulmer, Jr.
Judge of The Superior Court

EXHIBIT 2

1 Edwin Aiwarzian (SBN 232943)
2 Arby Aiwarzian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Vartan Madoyan (SBN 279015)
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17 Attorneys for Plaintiff

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN FRANCISCO**

20 WILLIAM GARCIA, individually, and on
21 behalf of other members of the general public
22 similarly situated, and on behalf of other
23 aggrieved employees pursuant to the
24 California Private Attorneys General Act;

25 Plaintiff,

26 vs.

27 RUBYLIN, INC., a California corporation; and
28 DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-21-589757

Honorable Richard B. Ulmer, Jr.
Department 302

CLASS ACTION

[PROPOSED] JUDGMENT

Complaint Filed:	February 26, 2021
FAC Filed:	May 9, 2024
Trial Date:	None Set

FILED
Superior Court of California
County of San Francisco

OCT - 3 - 2024

CLERK OF THE COURT
BY: Lauren Lee
Deputy Clerk

[PROPOSED] JUDGMENT

[PROPOSED] JUDGMENT

Plaintiff William Garcia's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on for hearing on September 5, 2024 before the Honorable Richard B. Ulmer, Jr. in Department 302 of the above-entitled Court, located at 400 McAllister Street, San Francisco, California 94102. Parker & Minne, LLP appeared on behalf of Plaintiff, and Karen Rooney Law appeared on behalf of Rubylin, Inc. ("Defendant").

On April 17, 2024, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Class Action and PAGA Settlement Agreement (hereinafter, "Agreement", "Settlement", or "Settlement Agreement") which, together with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Pursuant to California law, this Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Judgment. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

All current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the period from February 26, 2017 through May 22, 2023.

1 4. The Court hereby confirms Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and
2 Vartan Madoyan of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne,
3 LLP as Class Counsel.

4 5. The Court concludes that distribution of the Notice directed to the Class Members as
5 set forth in the Agreement and the other matters set forth therein has been completed in conformity
6 with the Preliminary Approval Order, and constituted the best notice practicable under the
7 circumstances. The Court concludes that the Administrator, ILYM Group, Inc., took all reasonable
8 and necessary steps to locate and notify each Class Member of the Agreement, as required in the
9 Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of
10 all material elements of the Settlement and their opportunity to object or comment thereon; was the
11 best notice practicable under the circumstances; was valid, due and sufficient notice to all Class
12 Members; and complied fully with the laws of the State of California, Federal Rules of Civil
13 Procedure, the United States Constitution, due process, and other applicable law. The notice fairly
14 and adequately described the Settlement and provided Class Members adequate instructions and a
15 variety of means to obtain additional information.

16 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
17 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
18 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
19 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
20 standards and applicable requirements for final approval of this class action settlement under
21 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
22 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
23 *Court*, 4 Cal.3d 800, 821 (1971).

24 7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
25 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
26 was reached following meaningful informal discovery and investigation by Class Counsel; that the
27 Settlement is the product of intensive, serious, and non-collusive arms-length negotiations between
28 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In

1 so finding, the Court has considered all of the evidence presented, including evidence regarding the
2 strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay
3 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,
4 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;
5 the extent of investigation and informal discovery completed; the experience and views of Class
6 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
7 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
8 Agreement and the terms and conditions set forth in this Judgment.

9 8. A full opportunity has been afforded to Class Members to participate in this hearing,
10 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
11 Members who did not timely and properly request exclusion from the Settlement ("Participating Class
12 Members") are bound by the Settlement and by this Judgment. The deadline for Class Members to
13 request to be excluded from the Agreement was July 22, 2024. The Court hereby finds that zero (0)
14 Class Members requested to be excluded from the Agreement. Accordingly, 187 Participating Class
15 Members are bound by this Judgment.

16 9. The deadline for Class Members to submit written objections to the Agreement was
17 July 22, 2024. The Court hereby finds that there have been zero (0) objections to the Agreement. The
18 Court also finds that there were zero (0) objections at the hearing on Final Approval.

19 10. Upon entry of this Judgment and payment of the third and final installment of the Gross
20 Settlement Amount as set forth in Section XII(C)(1) of the Settlement Agreement, Plaintiff and all
21 Participating Class Members waive, release, and discharge the Released Parties from any and all
22 wage-related claims that were alleged in or which could have been alleged in the Class Action
23 Complaint based on the factual allegations in the Class Action Complaint, arising during the Class
24 Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to
25 pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC
26 Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections
27 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to
28 California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum

wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

11. Upon entry of this Judgment and payment of the third and final installment of the Gross Settlement Amount as set forth in Section XII(C)(1) of the Settlement Agreement, Plaintiff, the State of California, and the PAGA Members waive, release, and discharge the Released Parties from any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and PAGA Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

12. Upon entry of this Judgment and payment of the third and final installment of the Gross Settlement Amount as set forth in Section XII(C)(1) of the Settlement Agreement, in consideration for his Class Representative Enhancement Award, Plaintiff William Garcia, for himself only, releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the part of Defendant, excluding only claims that, by law, may not be privately released. Plaintiff has expressly waived all rights and benefits afforded by California Civil Code Section 1542, which

1 provides:

2 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
3 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
4 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
5 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
7 PARTY.

8 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
9 or different from the facts now believed to be true, the release of claims contained herein shall be
10 effective as to all unknown claims. This release specifically excludes claims for unemployment
11 insurance, disability, social security, and workers' compensation (with the exception of claims arising
12 pursuant to California Labor Code Sections 132(a) and 4553).

13 13. The Court finds the settlement payments provided for under the Agreement to be fair
14 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
15 orders Defendant to fund the Gross Settlement Amount of \$175,000.00 as follows: Thirty (30) days
16 after entry of this Judgment (the "Initial Funding Date"), Defendant shall make an initial deposit (the
17 "First Installment") of one-third of the Gross Settlement Amount into an interest-bearing account
18 established by the Settlement Administrator for administration of the Settlement. One year after the
19 Initial Funding Date (the "Second Funding Date"), Defendant shall make a second deposit (the
20 "Second Installment") of one-third of the Gross Settlement Amount into the account established by
21 the Settlement Administrator for administration of the Settlement. One year after the Second Funding
22 Date (the "Third Funding Date") Defendant shall deposit a third and final payment (the "Third
23 Installment") of one-third of the Gross Settlement Amount into the account established by the
24 Settlement Administrator for administration of the Settlement. (*Ibid.*). The Court further orders
25 Defendant to separately pay any and all employer payroll taxes owed on the wages portion of the
26 Individual Settlement Payments. Defendant shall deposit \$1,000.00 with the Settlement Administrator
27 for Employer Payroll Taxes on or before the Second Funding Date. The Settlement Administrator
28 shall be responsible for calculating the Employer Payroll Taxes and for remitting and reporting them
to the tax authorities. The Settlement Administrator will refund any portion of the \$1,000.00 that is
not used for Employer Payroll Taxes to Defendant. In the event the amount of Employer Payroll

1 Taxes calculated by the Settlement Administrator is expected to exceed \$1,000.00, the Settlement
2 Administrator shall provide an accounting of the same to Defendant and Defendant shall be
3 responsible for paying any additional amounts due for Employer Payroll Taxes to the Settlement
4 Administrator who will then be responsible for remitting and reporting them to the taxing authorities.

5 14. The Administrator shall distribute the Gross Settlement Amount in the following order
6 of priority:

7 a. Within fourteen (14) calendar days of the Initial Funding Date, any available
8 funds shall be distributed by the Settlement Administrator in the following order of priority: (1)
9 payment of the Employee PAGA Amount to PAGA Group Members; (2) payment to Plaintiff of the
10 Court-approved Enhancement Payment; (3) payment to the LWDA of the LWDA Payment; and (4)
11 payment of one-half of the Settlement Administration Costs to the Settlement Administrator (to the
12 extent available). Any funds remaining after this distribution shall be retained in the account
13 established by the Settlement Administrator to be distributed after the Second Funding Date.

14 b. Within fourteen (14) calendar days of the Second Funding Date, the Settlement
15 Administrator shall distribute the funds as follows: (1) the Individual Settlement Payments to
16 Participating Class Members; (2) remaining payment of one-half of the Settlement Administration
17 Costs to the Settlement Administrator; and (3) payment of Court-approved Litigation Costs to Class
18 Counsel (to the extent available). Any funds remaining after this distribution shall be retained in the
19 account established by the Settlement Administrator to be distributed after the Third Funding Date.

20 c. Within fourteen (14) calendar days of the Third Funding Date, the Settlement
21 Administrator shall distribute the remaining funds to Class Counsel for Court-approved Attorneys'
22 Fees.

23 15. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument
24 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
25 \$61,250.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount
26 of \$14,840.58 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final
27 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed
28 to Class Counsel and any other person or entity related to the Action. The Court further orders that

1 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
2 terms of the Agreement. Any allocation of attorneys' fees and costs between and among Class Counsel
3 shall be made by the Administrator pursuant to the separate and independent agreement between Class
4 Counsel.

5 16. The Court hereby approves and orders a Class Representative Service Payment of
6 \$7,500.00 to Plaintiff William Garcia from the Gross Settlement Amount in accordance with the terms
7 of the Agreement.

8 17. The Court find that the settlement of the Released PAGA Claims for \$10,000.00, which
9 is designated and allocated as penalties under the California Labor Code Private Attorneys General
10 Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves
11 allocation and payment of the PAGA Penalties as follows: \$7,500.00 (75% of \$10,000.00) to the
12 California Labor Workforce Development Agency, and \$2,500.00 (25% of \$10,000.00) to PAGA
13 Members on a *pro rata* basis as set forth in the Agreement. One hundred percent (100%) of the
14 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-
15 1099.

16 18. The Court also hereby approves and orders payment from the Gross Settlement Amount
17 for actual settlement administration expenses incurred by the Administrator, ILYM Group, Inc., in the
18 amount of \$10,000.00.

19 19. The Court hereby approves and orders payment of Individual Settlement Payments
20 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth
21 in the Agreement.

22 20. The Court also hereby approves and orders that any checks distributed from the Gross
23 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
24 issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State
25 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*
26 for the benefit of the Class Member or PAGA Member who did not cash their check until such time
27 that they claim their property, or the property is otherwise disposed of pursuant to the Unclaimed
28 Property Law.

1 21. Without affecting the finality of this Judgment, the Court shall retain continuing
2 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
3 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California
4 Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to
5 the contrary herein, any disputes or controversies arising with or with respect to the interpretation,
6 enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

7 22. Plaintiff shall file a formal Notice of Entry of Judgment and serve the same on the
8 California Labor and Workforce Development Agency (LWDA).

9 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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11 Dated: 10/2/24

12 By: RU
13 The Honorable Richard B. Ulmer, Jr.
14 Judge of The Superior Court
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PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 700 S. Flower Street, Suite 1000, Los Angeles, California 90017.

On October 4, 2024, I served the following document(s):

NOTICE OF ENTRY OF JUDGMENT

on the interested parties as follows:

Karen A. Rooney
KAREN ROONEY LAW
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Emails: krooney@rooneylawla.com, Legalassistant@rooneylawla.com
Attorneys for Defendant Rubylin, Inc.

(X) BY E-MAIL. I caused true and correct copies of the above referenced document(s) to be delivered to the above referenced addressee(s) via email from email address *isabel@parkerminne.com* pursuant to California Code of Civil Procedure section 1010.6.

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

Executed on October 4, 2024 in San Francisco, California.

/s/ Isabel Lainez

Isabel Lainez