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Attorneys for Plaintiffs

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

KANIA PATON, SIM ASTRONOMO,
GERARDO SANDOVAL, KEVIN
SANDOVAL, MELISSA SANDOVAL,
EULALIA CARVENTE, OLEGARIO
ENCARNACION, GRACIELA JIMENEZ
GONZALEZ, and SILVIA HERNANDEZ,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

RUGGABLE LLC, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV44381

**CLASS AND REPRESENTATIVE
ACTION**

*[Assigned for all purposes to Hon. Wendy
Chang, Dept. 36]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: October 3, 2024
Time: 8:30 a.m.
Dept.: 36

1 On or around March 26, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Kania Paton, Sim Astronomo, Gerardo Sandoval, Kevin
3 Sandoval, Melissa Sandoval, Eulalia Carvente, Olegario Encarnacion, Graciela Jimenez Gonzalez,
4 and Silvia Hernandez (collectively, "Plaintiffs") now seek an order granting final approval of the
5 Class Action and PAGA Settlement Agreement reached with Defendant Ruggable LLC
6 ("Defendant"). A true and correct copy of the Class Action and PAGA Settlement Agreement is
7 attached to the Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Final Approval
8 of Class Action Settlement as **Exhibit 1**.

9 Due and adequate notice having been given to the Class, and the Court having reviewed and
10 considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of Class
11 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
12 had herein, and the absence of any written objections received regarding the proposed settlement,
13 and having reviewed the record in this action, and good cause appearing therefor,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
16 Settlement filed in this case.

17 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
18 Settlement Class Members, and Defendant.

19 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and
22 PAGA Settlement Agreement and Class Notice attached to the Declaration of Justin F. Marquez in
23 Support of Plaintiffs' Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the settlement subject to the limitations on the requested fees and
26 enhancements as set forth below.

27 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
28 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant

1 from all Released Claims as defined in the Settlement.

2 6. All Participating Class Members, on behalf of themselves and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
4 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
5 the facts stated in the Operative Complaint and ascertained in the course of the Action, including,
6 *e.g.*, any failure to pay all wages due (including minimum wage, straight time, and overtime wages),
7 failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages
8 and final wages, failure to maintain accurate records of hours worked and meal periods, failure to
9 furnish accurate wage statements, failure to provide expense reimbursements (including claims
10 derivative and/or related to these claims). This Release shall include all claims and theories arising
11 under the California Labor Code, the Fair Labor Standards Act, California wage orders, and
12 applicable regulations, including California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
13 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as
14 claims under Business and Professions Code section 17200, *et seq.*, and/or California Labor Code
15 section 2698, *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in
16 the Action. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do
17 not release any other claims, including claims for vested benefits, wrongful termination, violation of
18 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
19 workers' compensation, or claims based on facts occurring outside the Class Period.

20 7. All Aggrieved Employees (regardless of whether they are Participating Class
21 Members) are deemed to release, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
23 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
24 on the facts stated in the Operative Complaint during the PAGA Period, Plaintiffs' PAGA Notices,
25 and ascertained in the course of the Action, including, *e.g.*, any failure to pay all wages due (including
26 minimum wage, straight time, and overtime wages), failure to pay for all hours worked, failure to
27 provide meal or rest periods, failure to timely pay wages and final wages, failure to maintain accurate
28 records of hours worked and meal periods, failure to furnish accurate wage statements, failure to

1 provide expense reimbursements (including claims derivative and/or related to these claims).

2 8. As of the Effective Date, all members of the Settlement Class, except those that made
3 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
4 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
5 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
6 Member has excluded themselves from the Settlement and no Class Member has objected to the
7 Settlement.

8 9. The Parties shall bear their own respective attorneys' fees and costs, except as
9 otherwise provided for in the Settlement and approved by the Court.

10 10. Solely for purposes of effectuating the settlement, the Court certified the following
11 Class: "all hourly employees who worked in California for Defendant during the Class Period."

12 11. The Notice provided to the Class conforms with the requirements of California Rules
13 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
14 providing individual notice to all Class Members who could be identified through reasonable effort,
15 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
16 the Class Members. The Notice fully satisfies the requirements of due process.

17 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
18 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
19 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
20 Payments to the Participating Class Members in accordance with the terms of the Settlement.

21 13. Defendant shall pay a total of \$910,000.00 to resolve this litigation and to separately
22 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

23 14. From the Gross Settlement Amount, \$22,500.00 shall be paid to the California Labor
24 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
25 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
26 2004, California Labor Code section 2698, *et seq.*

27 15. From the Gross Settlement Amount, \$5,000.00 shall be paid to each of the following
28 Plaintiffs: Kania Paton, Sim Astronomo, Gerardo Sandoval, Kevin Sandoval, Melissa Sandoval,

1 Eulalia Carvente, Olegario Encarnacion, Graciela Jimenez Gonzalez, and Silvia Hernandez, for
2 their service as class representatives and for their agreement to release claims.

3 16. From the Gross Settlement Amount, \$15,000.00 shall be paid to the Settlement
4 Administrator, Apex Class Action LLC (“Apex”).

5 17. The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law
6 Firm, PLC and Jose Garay of Garay Law, APLC as Class Counsel.

7 18. From the Gross Settlement Amount, Class Counsel is awarded \$303,333.33 for their
8 reasonable attorneys’ fees and \$30,000.00 for their reasonable costs incurred in the Action. The fees
9 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
10 the fees are reasonable in light of the benefit provided to the Class.

11 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class
12 Members by posting a copy of the Final Approval Order and the Judgment on Apex’s website for a
13 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
14 and Judgment.

15 20. Without affecting the finality of this Order in any way, this Court retains continuing
16 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
17 to all Parties to this action, and their counsel of record.

18 21. Plaintiffs’ Motion for Final Approval of Class Action Settlement is hereby granted
19 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

20 **IT IS SO ORDERED.**

21
22 DATE: _____

23 Hon. Wendy Chang
24 Los Angeles County Superior Court
25
26
27
28

PROOF OF SERVICE

Paton, et al. v. Ruggable, LLC, et al.
21STCV44381

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is sandy.sespene@wilshirelawfirm.com.

On **September 10, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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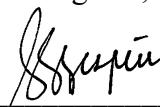
*Attorneys for Plaintiffs Graciela
Jimenez Gonzalez, et al.*

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on September 10, 2024, at Los Angeles, California.



Sandy Sespene