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on behalf of himself and all others similarly situated
8 and aggrieved
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**
12

13 ALBERTO RUIZ, an individual, and on
behalf of all others similarly situated,
14

15 Plaintiff,

16 v.

17 BUTTERFIELD ELECTRIC, INC., a
California corporation; and DOES 1 thru
18 100, inclusive,
19

20 Defendant.
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FILED
Superior Court of California
County of Alameda
09/02/2025
Clad Flake, Executive Officer/Clerk of the Court
By: *T. Lopez* Deputy
T. Lopez

CASE NOS.: 22CV010662
[Related to Case No. 22CV013803]

[Assigned for all purpose to the Hon. Michael
Markman in Dept 23]

~~[PROPOSED]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

Reservation No.: A-10662-001

1 This matter having come before the Court on August 21, 2025 for a Final Approval Hearing
2 pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order")
3 of the class and representative action settlement upon the terms set forth in the First Amended Joint
4 Stipulation Re: Class Action and Representative Action Settlement ("Settlement," "Agreement" or
5 "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement; Service
12 Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class ("Settlement Class,"
19 "Settlement Class Members" or "Class Members"): all individuals who are or were employed by
20 Defendant as hourly-paid, non-exempt employees from April 29, 2018 through February 23, 2024
21 (the "Class Period") in the State of California.

22 5. "Plaintiff" refers to Alberto Ruiz, the named Plaintiff in the Action.

23 6. The "Released Parties" means Defendant and all of its subsidiaries, affiliates,
24 shareholders, members, agents, employees, predecessors, successors, and assigns.

25 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
26 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
27 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all
28 Participating Class Members, for the duration of the Class Period, release the Released Parties from

1 all claims that were alleged or reasonably could have been alleged based on the facts stated in the
2 Operative Complaint, including, but not limited to: meal or rest and recovery period claims, meal
3 or rest and recovery period premium claims, unpaid regular, overtime, and/or minimum wage
4 claims, including but not limited to claims for failing to properly calculate the regular rate of pay
5 for purposes of paying overtime, meal and rest period premium payments, failure to pay all
6 minimum and overtime wages for hours worked, failure to pay all wages owed upon separation from
7 employment, failure to indemnify employees for all necessary expenditures, failure to provide
8 accurate itemized wage statements and complete payments of wages at separation or termination,
9 unfair competition based on the foregoing, unlawful business practices based on the foregoing,
10 fraudulent business practices based on the foregoing, waiting time penalties, interest, fees, costs,
11 and any other claims that may have been raised in Plaintiff's Complaints filed in the Class Action
12 that reasonably relate to the allegations therein during the Class Period (the "Released Class
13 Claims").

14 8. For the State of California and the LWDA, by and through Plaintiff as an agent and
15 proxy of the LWDA, the release includes, for the duration of the PAGA Period, defined as April 21,
16 2021 through April 24, 2025, all claims for PAGA civil penalties asserted in the Operative
17 Complaint and the PAGA Notices for PAGA civil penalties, including, claims for PAGA penalties
18 pursuant to Labor Code sections 201, 202, 203, 204, 223, 226, 226.3, 226.7, 510, 512, 558, 1174,
19 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, 2699.3, California Industrial Welfare
20 Commission Wage Orders, Cal. Code Regs., tit. 8, sections 3395, *et seq.*, California Business and
21 Professions Code section 17200, *et seq.*, and all representative claims based on the foregoing,
22 Aggrieved Employee claims based on the foregoing, PAGA penalties based on the foregoing, and
23 any other claims that were raised in Plaintiff's Complaint filed in PAGA Action ("Released PAGA
24 Claims"). The Released Class Claims and the Released PAGA Claims are hereinafter referred to as
25 the "Released Claims").

26 9. Distribution of the Notice of Proposed Class Action Settlement And Date for Final
27 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement
28 Agreement and the other matters set forth herein have been completed in conformity with the

1 Preliminary Approval Order, including individual notice to all Class Members who could be
2 identified through reasonable effort, and was the best notice practicable under the circumstances.
3 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

6 10. Two (2) Class Members opted out of the Class Action Settlement (but remain bound by
7 the PAGA settlement) and zero (0) Class Members objected to the Settlement. The two (2) Class
8 Members who opted out of the Class Action Settlement are Mutasem Jamaledin and Blake
9 Sparling.

10 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
11 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
12 settlement under California law, including the provisions of Code of Civil Procedure section 382
13 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
14 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

15 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
16 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
17 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
18 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
19 that the Parties have conducted extensive and costly investigation and research, and counsel for the
20 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
21 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
22 be presented by the further prosecution of this Action. The Court has noted the significant benefits
23 to the Class Members under the Settlement. The Court also finds that the class is properly certified
24 as a class for settlement purposes only.

25 13. For settlement purposes only, the Court approves plaintiff Alberto Ruiz as Class
26 Representative.

27 14. For settlement purposes only, the Court approves David D. Bibiyan and Vedang J. Patel
28 of Bibiyan Law Group, P.C., as Class Counsel.

1 15. The Court approves Phoenix Class Action Administration Solutions (“Phoenix”) as the
2 Settlement Administrator.

3 16. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
4 \$285,450.00, which is thirty-three percent (33%) of the Gross Settlement Amount and to be
5 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
6 \$16,235.34 to be deducted from the Gross Settlement Amount. Attorneys’ fees and costs will be
7 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
8 Settlement Agreement.

9 17. The Court orders that 10% of the Class Counsel attorneys’ fees award to be kept in the
10 Settlement Administrator’s trust fund until the completion of the distribution process and Court
11 approval of final accounting.

12 18. The Court hereby approves a Service Award of \$7,500.00 to Plaintiff in consideration
13 of his time, effort and risk incurred on behalf of the Settlement Class, and for providing a general
14 release and a waiver of rights pursuant to California Civil Code section 1542. The Service Award
15 will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set
16 forth in the Settlement Agreement.

17 19. The Court hereby approves the Settlement Administrator’s cost in the amount of not
18 more than \$10,000.00. The Settlement Administrator, Phoenix Class Action Administration
19 Solutions, shall be paid the cost of administration of the settlement from the Gross Settlement
20 Amount.

21 20. The Court hereby approves the PAGA penalties amount of \$30,000.00 to be paid from
22 the Gross Settlement Amount, of which \$22,500.00 shall be paid to the LWDA and the remaining
23 \$7,500.00 to be distributed to the “Aggrieved Employees”, defined as all individuals who are or
24 were employed by Defendant as hourly-paid, non-exempt employees from April 21, 2021 through
25 April 124 2025 (the "PAGA Period") in the State of California.

26 21. The Net Settlement Amount of \$515,814.66 available to pay Settlement Class Members
27 was determined by subtracting the requested Class Counsel attorneys’ fees (\$285,450.00), Class
28 Counsel’s costs (\$16,235.34), Service Award to Plaintiff (\$7,500.00), the PAGA penalties

1 (\$30,000.00), and costs of settlement administration (\$10,000) from the Gross Settlement Amount
2 (\$865,000.00).

3 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
4 costs in connection with this matter.

5 23. Defendant shall, within 14 calendar days of the Effective Date, make payment of the
6 Gross Settlement Amount (as the same may be increased pursuant to Paragraph 17 of this
7 Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue
8 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with
9 an FDIC insured banking institution, for distribution in accordance with the Agreement and the
10 Court's Orders, and subject to the conditions described therein.

11 24. Within seven (7) calendar days after payment of the full Gross Settlement Amount and
12 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
13 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified
14 in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award to be paid
15 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
16 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
17 Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments
18 to Aggrieved Employees, as specified in this Agreement and approved by the Court; and (6)
19 Individual Settlement Payments to Participating Class Members, less applicable taxes and
20 withholdings, as specified in this Agreement and approved by the Court. All interest accrued shall
21 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
22 Members based on the number of Workweeks worked by them in the Class Period.

23 25. For any Class Member whose Individual Class Payment check or Individual PAGA
24 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
25 the Administrator shall transmit the funds represented by such checks Legal Aid at Work, 180
26 Montgomery Street, Suite 600, San Francisco California 94104 for use in Alameda County, thereby
27 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
28

1 Section 384, subd. (b). Unclaimed funds shall not be distributed to Legal Aid at Work until the
2 Court approves the accounting.

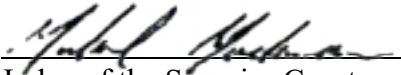
3 26. The Court finds that the class settlement on the terms set forth in the Settlement
4 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
5 the released claims against Defendant.

6 27. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
7 for April 16, 2026, at 10:00 a.m. in Department 23 of the above-entitled Court. At least five (5)
8 calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims
9 have been paid and that administration of all the terms and conditions of the class action settlement
10 have been completed. Should the Court find that said declaration has sufficiently evidenced full and
11 complete administration of the class action settlement, the Hearing Re: Final Administration of the
12 Class Action Settlement will go off-calendar.

13 28. Without affecting the finality of the Judgment in any way, this Court hereby retains
14 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
15 and all orders and judgments entered in connection therewith.

16 **IT IS SO ORDERED.**

17
18 Dated: 09/02/2025, 2025


Judge of the Superior Court

Michael Markman / Judge