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

03/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By:           A. He           Deputy

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

CARLOS RUANO, as an aggrieved employee,  
NICOLE MARTINEZ LAREZ, as an  
aggrieved employee, and on behalf of all other  
aggrieved employees under the Labor Code  
Private Attorneys' General Act of 2004,

Plaintiff,

v.

AVENUE5 RESIDENTIAL LLC, a Delaware  
Limited Liability Company; and DOES 1  
through 100, inclusive,

Defendants.

Case No. 23STCV07665

Assigned for All Purposes to  
The Hon. Theresa M. Traber, Dept. 1

**[PROPOSED] ORDER AND JUDGMENT**

Date: January 7, 2026  
Time: 8:30 a.m.  
Dept.: 1

Complaint Filed: April 6, 2023  
Trial Date: None Set

~~**PROPOSED**~~ **ORDER AND JUDGMENT**

Plaintiffs Carlos Ruano and Nicole Martinez Larez (“Plaintiffs”) Motion for Approval of PAGA Settlement came on regularly for hearing on January 7, 2026, the Honorable Theresa M. Traber presiding, in the action entitled *Carlos Ruano et al. v. Avenue5 Residential LLC*, Case No. 23STCV07665. Having reviewed Plaintiffs’ motion, the Declarations of David D. Bibiyan, Brandon M. Chang, Jessica L. Campbell, Carlos Ruano, and Anthony Rogers, and exhibits thereto, including the PAGA Settlement Agreement (“Agreement”) attached to the Supplemental Declaration of Brandon M. Chang, and good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED:

1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in the Agreement filed in this Lawsuit.

2. The Court has jurisdiction over all claims asserted in the Lawsuit, Plaintiffs, the PAGA Members, and defendant Avenue5 Residential LLC (“Defendant”).

3. This Judgment shall be binding on all the Labor and Workforce Development Agency (“LWDA”), Plaintiffs, and PAGA Members, who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims, as defined below.

4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2699 *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and furthers PAGA’s objectives. The Court finds that notice of the Settlement has been provided to the LWDA, as required by Labor Code § 2699(1)(2).

5. The PAGA settlement notice to PAGA Members, attached as Exhibit A to the Agreement, fairly and adequately describes the Lawsuit, the approved Settlement, and is therefore approved.

6. The Court finds the Total Settlement Fund of \$445,000.00 and the methodology used to calculate and pay each PAGA Member’s Individual PAGA Member Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual PAGA Member Payment to PAGA Members in accordance with the terms of the Agreement. The Court also authorizes the Settlement Administrator to make the LWDA PAGA Payment to the LWDA.

1           7.       The Court approves ILYM Group, Inc., to act as the Settlement Administrator. The  
2 Court awards the Settlement Administrator its actual fees and costs in accordance with the terms of  
3 the Settlement Agreement, not to exceed \$6,750.00.

4           8.       The Court finds that Plaintiffs' Counsel's request for attorneys' fees in the amount  
5 of one third (1/3) of the Total Settlement Amount, which amounts to \$148,333.33, and actual  
6 litigation costs of \$27,240.00, which consists of \$14,724.90 for Bibiyan Law Group, P.C., and  
7 \$12,515.10, for Aegis Law Firm, PC, both of which the Court finds to be fair and reasonable. The  
8 attorneys' fees are to be disbursed as follows: 50% to Aegis Law Firm, PC and 50% to Bibiyan Law  
9 Group, P.C. The litigation costs are to be disbursed as follows: \$14,724.90 to Bibiyan Law Group,  
10 P.C. and \$12,515.10 to Aegis Law Firm, PC.

11          9.       The Court authorizes the Settlement Administrator to calculate and pay the  
12 Individual PAGA Payments to the PAGA Members for their share of the civil penalties, in  
13 accordance with the terms of the Settlement Agreement, of \$65,669.17, and which the Court finds  
14 is fair and reasonable.

15          10.      The Court finds that payment to the LWDA of \$197,007.50 as its share of the  
16 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement  
17 Administrator to make this payment to the LWDA, in accordance with the terms of the Settlement  
18 Agreement.

19          11.      Checks for Individual PAGA Payments sent to PAGA Members shall be valid for  
20 180 days after issuance. All funds associated with the Individual PAGA Payment checks returned  
21 as undeliverable and funds associated with those Individual PAGA Payment checks remaining un-  
22 cashed, shall be distributed to the State Controller's Unclaimed Property Fund in the PAGA  
23 Member's name.

24          12.      Upon completion of the Settlement, the Settlement Administrator will provide  
25 written certification of the completion to the Court and counsel for the Parties which shall be filed  
26 with the Court five (5) court days before the Non-Appearance Compliance Hearing set for  
27 January 13, 2027 in Department 1 of the above-entitled Court.

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1           13. By operation of this Judgment, the State of California and PAGA Members have  
2 released Defendant and the Released Parties from any and all claims under the California Private  
3 Attorneys General Act, Cal. Lab. Code §§ 2698, *et seq.* that were released in the Settlement  
4 Agreement (defined in the Settlement Agreement as the “Released Claims”), which includes any  
5 and all claims that the PAGA Members or the State of California may have against Defendant and/or  
6 the Released Parties from any and all claims for PAGA penalties arising during the Settlement  
7 Period that were alleged or could have been alleged, based on the facts stated in the Operative  
8 Complaint and the PAGA Notices.

9           14. Neither Defendant nor any of the Released Parties shall have any further liability for  
10 costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as  
11 provided for by the Settlement Agreement.

12           15. Neither the making of, nor the entry into, the Settlement Agreement is an admission  
13 by Defendant, nor is this Judgment a finding of validity of any claim in the Lawsuit or of any  
14 wrongdoing. The Settlement Agreement is not a concession, and shall not be used as an admission  
15 of wrongdoing or fault. Carrying out the terms of the Settlement Agreement may not be construed  
16 as an admission or concession by or against Defendant or any related person or entity, including any  
17 of the Released Parties.

18           16. Nothing in this Judgment shall preclude any action to enforce the Parties’ obligations  
19 under the Settlement Agreement or under this Judgment.

20           17. The Parties will bear their own costs and attorneys’ fees except as otherwise provided  
21 by this Judgment awarding Plaintiffs’ Counsel’s attorneys’ fees and litigation costs.

22           18. Without affecting the finality of this order and entry of judgment, the Court retains  
23 exclusive and continuing jurisdiction over the Lawsuit for purposes of supervising, administering,  
24 implementing, and enforcement of this Judgment and the Settlement Agreement.

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19. Plaintiffs are directed to submit a copy of this Order and entry of judgment to the LWDA within 10 days of the date of this Order and entry of judgment.

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

DATED: March 2, 2026

HON. THERESA M. TRABER  
JUDGE OF THE SUPERIOR COURT