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as aggrieved employees, and on behalf of all other aggrieved employees

[Additional Counsel listed on the next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ELIZABETH RUIZ and JOSEPH W.
DURAN, as aggrieved employees, and on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys General Act
of 2004,

Plaintiff,

v.

EDELBROCK FOUNDRY, LLC, a California
limited liability company; EMPLOYBRIDGE,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV19057

[Assigned for all purpose to the Hon. David S.
Cunningham in Dept. 11]

PAGA REPRESENTATIVE ACTION

~~[PROPOSED]~~ **AMENDED ORDER
APPROVING REPRESENTATIVE
ACTION SETTLEMENT**

FILED

Superior Court of California
County of Los Angeles

08/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Almanza Deputy

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13 Attorneys for Plaintiffs, ELIZABETH RUIZ and JOSEPH W. DURAN,
14 as aggrieved employees, and on behalf of all other aggrieved employees
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1 This Court, having considered the Motion of plaintiffs Elizabeth Ruiz and Joseph W. Duran
2 (collectively, “Plaintiffs”) for Approval of Representative Action Settlement (“Motion”), the
3 Declarations of Brandon M. Chang, David D. Bibiyan, Paul K. Haines, Plaintiffs, and Anthony
4 Rogers, the Joint Stipulation re: PAGA Settlement Agreement (“Settlement,” “Agreement” or
5 “Settlement Agreement”), the PAGA Payment Letter and good cause appearing therefore, the Court
6 hereby **ORDERS, ADJUDGES AND DECREES THAT:**

7 1. The definitions set out in the Settlement Agreement are incorporated by reference
8 into this Order; all terms defined therein shall have the same meaning in this Order.

9 2. The Motion concerns plaintiff Elizabeth Ruiz’s lawsuit alleging wage and hour
10 violations against Defendant, captioned *Elizabeth Ruiz v. Edelbrock Foundry, LLC, et al.*, Case No.
11 20STCV19057, initiated on May 18, 2020, and pending in the Superior Court of the State of
12 California, County of Los Angeles (the “Ruiz Action”); and plaintiff Joseph W. Duran’s lawsuit
13 alleging wage and hour violations against Defendant, captioned *Joseph W. Duran v. Edelbrock*
14 *Foundry, LLC*, Case No. CVRI2304519, initiated on August 28, 2023, and pending in the Superior
15 Court of the State of California, County of Riverside (the “Duran Action”), consolidated with the
16 Ruiz Action by a Second Amended Complaint in the Ruiz Action, pursuant to the Settlement
17 Agreement. Hereinafter, Plaintiffs and Defendant will be collectively referred to as “the Parties”.

18 3. The Settlement resolves the representative action brought on behalf of Aggrieved
19 Employees defined as follows: all current and former non-exempt, hourly paid employees of
20 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
21 organization, who were employed by Defendant in California during the period from May 15, 2019
22 through the date of approval of the PAGA Settlement (“PAGA Period”).

23 4. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
24 was employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-
25 hire dates (as applicable), and termination dates (as applicable).

26 5. Defendant represents that there were no more than 55,670 Pay Periods worked by
27 Aggrieved Employees during the PAGA Period. In the event the number of Pay Periods worked
28 during the PAGA Period increased by more than 10% or 5,567 Pay Periods (i.e., if there were more

1 than 61,237 Pay Periods worked during the PAGA Period), Defendant may elect either to: (1) have
2 the Gross Settlement Amount be increased by the number of Pay Periods greater than 61,237
3 multiplied by the Pay Period Value; or (2) have the PAGA Period end on the date on which the
4 number of Pay Periods reaches 61,237. The Pay Period Value would be calculated by dividing the
5 originally agreed-upon Gross Settlement Amount (\$1,240,000.00) by 55,670. The Parties agreed
6 that the Pay Period Value and the Settlement amounts to \$22.27 (\$1,240,000.00 Gross Settlement
7 Amount / 55,670 Pay Periods). Thus, for example, should there be 62,000 Pay Periods worked by
8 Aggrieved Employees in the PAGA Period and Defendant elects to proceed with the first of these
9 two choices, then the Gross Settlement Amount would be increased by \$16,992.01 ((62,000 Pay
10 Periods – 61,237 Pay Periods) x \$22.27/Pay Period).

11 6. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
12 Action is fair, adequate and reasonable, and that it furthers PAGA's objectives.

13 7. The Court appoints plaintiffs Elizabeth Ruiz and Joseph W. Duran (collectively,
14 "Plaintiffs") as PAGA Representatives for Settlement purposes only.

15 8. The Court appoints David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of
16 Bibiyan Law Group, P.C, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, as
17 PAGA Counsel for the Aggrieved Employees for settlement purposes only.

18 9. The Court appoints ILYM Group, Inc., as the Settlement Administrator.

19 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
20 internal Exhibit "1" to the Settlement Agreement.

21 11. The Court approves the Gross Settlement Amount of \$1,240,000.00, as the same may
22 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

23 a. One third (1/3) thereof shall be allocated as reasonable attorneys' fees for
24 PAGA Counsel which, unless escalated pursuant to the Settlement
25 Agreement, shall amount to \$413,333.33.

26 b. The sum of \$23,723.63 shall be allocated as reasonable litigation costs and
27 paid to PAGA Counsel.

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- 1 c. The sum of \$5,000.00 shall be paid to each plaintiff, for a total of \$10,000.00
2 to Plaintiffs, as PAGA Representatives Service Payments for serving as
3 PAGA Representatives in the Action and providing a broader release to
4 Defendant.
- 5 d. The sum of \$6,550.00 shall be paid to the Settlement Administrator, ILYM
6 Group, Inc., for its services in administering the Settlement.
- 7 e. After deducting the above amounts, the Court approves the estimated
8 remaining PAGA Penalties of \$786,393.04 (as the same may be escalated
9 pursuant to the Settlement Agreement) and orders 75% (or \$589,794.78, as
10 the same may be escalated pursuant to the Settlement Agreement) of that sum
11 to be paid to the California Labor and Workforce Development Agency
12 ("LWDA") and 25% (or \$196,598.26, as the same may be escalated pursuant
13 to the Settlement Agreement) to be paid to the Aggrieved Employees
14 pursuant to Labor Code § 2699(i).

15 12. The Court directs Defendant to, within 14 days of the Effective Date, simultaneously
16 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
17 spreadsheet. "Aggrieved Employee Data" means Aggrieved Employee identifying information in
18 Defendant's possession including the Aggrieved Employee's name, last-known mailing address,
19 and number of PAGA Pay Periods.

20 13. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
21 the Administrator no later than thirty (30) calendar days after the Effective Date.

22 14. Within 14 days after Defendant funds the Gross Settlement Amount, the
23 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
24 PAGA Representatives Service Payments, Administration Expenses Payment, PAGA Counsel Fees
25 Payment and PAGA Counsel Litigation Expenses Payment.

26 15. On the date of Individual PAGA Payments, the Settlement Administrator will issue
27 each Aggrieved Employee one check for his or her share of the Net Settlement Amount along with
28 an explanatory notice mutually approved by the parties (the "PAGA Payment Letter").

1 16. Because this is a PAGA action, based on the Parties' understanding of the PAGA
2 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
3 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
4 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
5 she negotiates his or her settlement check.

6 17. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid
7 to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved
8 Employees.

9 18. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
10 and cancelled after the void date (not less than 180 days after the date of mailing), the Administrator
11 shall transmit the funds represented by such checks to the California Controller's Unclaimed
12 Property Fund in the name of the Aggrieved Employee.

13 19. The Court finds the Gross Settlement Amount, the PAGA Penalties and the
14 methodology used to calculate and pay the Aggrieved Employees' payments are fair and reasonable
15 and authorizes the Settlement Administrator to pay the Aggrieved Employees' payments to the
16 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also
17 authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

18 20. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
19 one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement
20 Agreement, amounts to \$413,333.33, reasonable. The Court awards PAGA Counsel fees in the
21 amount of one third (1/3) of the Gross Settlement Amount to be paid from the Gross Settlement
22 Amount.

23 21. The Court finds that PAGA Counsel have incurred a total \$23,723.63 in litigation
24 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions.
25 The Court awards \$23,723.63 from the Gross Settlement Amount to be paid to PAGA Counsel in
26 litigation costs and expenses.

27 22. Effective on the date when Defendant fully funds the entire Gross Settlement
28 Amount, Plaintiffs and Aggrieved Employees are deemed to release, on behalf of themselves and

1 their respective former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes
3 of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or
4 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
5 Complaint and the PAGA Notices, whether or not specifically delineated as a claim or cause of
6 action, including, claims for PAGA penalties relating to Defendant's alleged failure to pay overtime
7 compensation, failure to provide minimum wages or pay for all hours worked, failure to provide
8 meal and/or rest periods, failure to pay meal or rest period penalties, failure to reimburse all
9 business-related expenses, failure to provide and maintain accurate, itemized wage statements, and
10 claims arising under or relating to the alleged violations of California Labor Code Sections 200,
11 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 222, 222.5, 223,
12 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 432, 450 510, 511 512, 516, 550, 552,
13 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.1, 1198.5, 2698 *et seq.* 2699
14 *et seq.*, 2800, 2802, and 2810.5, and applicable California Industrial Welfare Commission ("IWC")
15 Wage Orders, including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040
16 ("PAGA Released Claims")), against the Released Parties. Upon approval of the Settlement,
17 Plaintiffs and the Aggrieved Employees will be forever barred from pursuing against the Released
18 Parties any and all claims for civil penalties under PAGA based upon alleged violations of the
19 California Labor Code, Wage Orders, regulations, and/or other provisions of the law alleged or that
20 could have been alleged to have been violated in, or reasonably related to, the Action.

21 23. The "Released Parties" means Defendant and its former, present and future owners,
22 parents, subsidiaries, affiliated companies, and all their current, former and future officers, directors,
23 managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents,
24 successors, assigns, accountants, insurers, or legal representatives; EmployBridge, LLC; and Real
25 Time Staffing Services, LLC.

26 24. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.

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1 25. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
2 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
3 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
4 permitted by law.

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6 **IT IS SO ORDERED.**

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8 Dated: 08/16/2024, ~~2024~~



Judge of the Superior Court

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