

David D. Bibiyan (State Bar No. 287811)
david@tomorrowlaw.com
Vedang J. Patel (State Bar No. 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (State Bar No. 316197)
brandon@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Blvd.
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

Attorneys for Plaintiff, INGRID RUANO and
on behalf of herself and all others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

INGRID RUANO, an individual and on behalf of
others similarly situated and aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

BOX EXPRESS, MFG., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV17209

Honorable Theresa M. Traber
Department 1

**FURTHER SUPPLEMENTAL
DECLARATION OF JASMINE Y.
KIANFARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 1, 2026
Time: 4:00 p.m.
Department: 1

Complaint Filed: July 21, 2023
FAC Filed: September 26, 2024
SAC Filed: April 14, 2026
Trial Date: Not Set

1 Miriam L. Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com
2 Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
5 Jasmine Y. Kianfard (State Bar No. 349975)
jkianfard@blackstonepc.com
6 **BLACKSTONE LAW, APC**
7 8383 Wilshire Boulevard, Suite 745
8 Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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10 Attorneys for Plaintiff INGRID RUANO,
individually, and on behalf of other similarly
11 situated employees
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1 **FURTHER SUPPLEMENTAL DECLARATION OF JASMINE Y. KIANFARD**

2 I, Jasmine Y. Kianfard, declare and state as follows:

3 1. I am an attorney duly licensed to practice law in all Courts of the State of California. I
4 am a member of Blackstone Law, APC, attorneys of record for Plaintiff Ingrid Ruano (“Plaintiff”). I
5 have personal knowledge of the facts contained herein, and, if called to testify, I could and would
6 competently do so.

7 2. On December 18, 2025, Plaintiff filed a Motion for Preliminary Approval of Class
8 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking
9 preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement
10 Agreement”) entered into between Plaintiff and Defendant Box Express Manufacturing (“Defendant”)
11 (together, with Plaintiff, the “Parties”).

12 3. On April 13, 2026, the Court issued a tentative ruling (“April 13, 2026 Tentative
13 Ruling”) in which it raised points of inquiry with regards to the Motion for Preliminary Approval.

14 4. On April 14, 2026, the Court subsequently entered a Minute Order (“April 14, 2026
15 Minute Order”), which adopted the April 13, 2026 Tentative Ruling. A true and correct copy of the
16 April 14, 2026 Minute Order is attached hereto as **Exhibit 1**.

17 **AMENDED COMPLAINT**

18 5. In its April 14, 2026 Minute Order, the Court granted Plaintiff leave to file the Second
19 Amended Class and Representative Action Complaint (“Operative Complaint”). (April 14, 2026
20 Minute Order, Item 1).

21 6. On April 14, 2026, Plaintiff filed the Operative Complaint.

22 **ATTORNEYS’ FEES**

23 7. In its April 14, 2026 Minute Order, the Court inquired into the attorneys’ fees split with
24 Blackstone Law, APC, Bibiyan Law Group, P.C., and Sunset West Legal Group, PC, and asked for
25 additional information about how the fees are to be divided per the fee split agreement. (April 14,
26 2026 Minute Order, Item 2).

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8. Blackstone Law, APC and Bibiyan Law Group, P.C. have executed a Joint Prosecution and Fee-Sharing Agreement agreeing for attorneys' fees to be split fifty percent (50%) to Blackstone Law, APC and fifty percent (50%) to Bibiyan Law Group, P.C. Blackstone Law, APC and Sunset West Legal Group, PC have entered into an agreement regarding a referral fee only.

EXPOSURE ANALYSIS

9. In its April 14, 2026 Minute Order, the Court provided that Plaintiff did not present an exposure analysis in the Motion for Preliminary Approval for the following claims: (1) failure to pay minimum wages, (2) failure to timely pay wages, (3) failure to pay interest on deposits, (4) violation of California Labor Code Section 227.3, and (5) unfair competition. (April 14, 2026 Minute Order, Item 3).

i. Failure to Pay Minimum Wages: In the Motion for Preliminary Approval, Plaintiff provided an exposure analysis for unpaid off-the-clock work reflecting a maximum value of \$235,035, encompassing claims for failure to pay minimum wages and failure to pay overtime. (Motion for Preliminary Approval, 11:14-15 and 12:26-13:9). Of that total, approximately 84.9% (\$199,544.72) was attributable to unpaid overtime and 15.1% (\$35,490.28) to unpaid minimum wages.

ii. Plaintiff's minimum wage and overtime claims centered on Defendant's alleged failure to compensate Class Members for off-the-clock work performed before shifts and during meal periods. Class Members reported spending approximately 5-10 minutes before each shift waiting in line to clock-in since they all started at relatively the same time every day and there was only one time clock available. Plaintiff further alleged that Defendant's demanding workloads and strict production timelines routinely pressured employees to cut meal breaks short of the required 30 minutes. Despite these claims, the claims carried meaningful litigation risk. The individualized nature of the off-the-clock work – both as to the reasons it occurred and the resulting damages – raised substantial manageability concerns and created a genuine possibility that the Court would deny class certification on that basis. Compounding that risk, the maximum damages estimate rested on the assumption that every Class Member worked at least 5 minutes off-the-clock per shift, a premise Defendant would have vigorously contested.

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1 iii. Failure to Timely Pay Wages: Plaintiff contended that Defendant intentionally
2 and willfully failed to timely pay Plaintiff and the Class Members all wages due to them during
3 employment, under California Labor Code Sections 204 and 210. Under California Labor Code
4 Section 210, either a statutory penalty or civil penalty through the Private Attorneys General Act of
5 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”) may be recovered for a
6 violation of California Labor Code Section 204, but not both. Therefore, the value of this claim is
7 considered as part of the valuation of the PAGA claim in the Motion for Preliminary Approval.
8 (Motion for Preliminary Approval, 11:17-19 and 14:21-15:6).

9 iv. Failure to Pay Interest on Deposits: Plaintiff alleged that Defendant violated
10 California Labor Code Section 404 by failing to return accrued interest on uniform deposits to Class
11 Members upon the return of their uniforms.

12 v. The maximum exposure analysis presented in the Motion for Preliminary
13 Approval was based off an estimated maximum liability for all claims at issue and the total aggregate
14 workweeks during the relevant time period, extrapolated across all putative class members for the
15 entirety of the putative class period, but expressly excluded interest from that calculation. Because
16 the claim for failure to pay interest on deposits is inherently interest-based – deriving its value entirely
17 from the accrued interest on the original deposit amounts, it was not separately valued in the exposure
18 analysis, though its potential recovery was nonetheless considered as part of the overall assessment of
19 the reasonableness of the settlement.

20 vi. Violation of California Labor Code Section 227.3: Plaintiff alleged that
21 Defendant failed to compensate Class Members for unused vested vacation days at their final rate of
22 pay upon separation, in violation of California Labor Code Section 227.3.

23 vii. Rather than valuing this claim in isolation, Plaintiff incorporated it into the
24 waiting time penalties analysis within the Motion for Preliminary Approval because the two claims
25 are analytically inseparable. Under California law, unpaid vacation wages are treated as earned wages,
26 meaning that any failure to pay out accrued vacation at the time of termination constitutes a failure to
27 pay all wages due at separation – the precise predicate that gives rise to waiting time penalties.
28 Accordingly, the unpaid vacation wages under California Labor Code Section 227.3 served as an

underlying basis for the waiting time penalties claim, and separately quantifying it would have resulted in a duplicative valuation of the same underlying conduct. Incorporating California Labor Code Section 227.3 into the waiting time penalties framework therefore provided a more accurate and cohesive reflection of the total exposure attributable to Defendant's alleged failure to properly compensate departing employees.

viii. Unfair Competition: Plaintiff alleged that Defendant violated California's Unfair Competition Law, Business and Professions Code Section 17200, *et seq.* ("UCL") which prohibits any "unlawful, unfair or fraudulent business practices." A violation of the UCL may be predicated on the violation of any law. Specifically, Plaintiff believes that due to its unlawful business practices in violation of the California Labor Code, Defendant has gained a competitive advantage over other comparable companies doing business in the State of California that comply with its obligations to compensate employees in accordance with the California Labor Code.

ix. In order to prevail on the UCL cause of action, Plaintiff would have to prove that Defendant violated the predicate provisions of law, and that the violations constitute unlawful and/or unfair business acts and practices in violation of the California Business and Professions Code Section 17200, *et seq.* Plaintiff would have to prove that Defendant's conduct throughout the time period at issue has been unfair, unlawful, harmful, and injurious to Plaintiff and the Class Members. With respect to the UCL's standing requirement, Plaintiff would also have to prove that she suffered an economic injury as a result of Defendant's conduct.

x. Class Counsel took into consideration that claims brought under the UCL are equitable actions for injunctive or restitutionary relief, and the Court may take into consideration equitable defenses when fashioning equitable remedies. Restitution under the UCL is limited to restitutionary disgorgement or returning to Plaintiff and putative class members monies unlawfully withheld, such as unpaid wages, unpaid meal or rest period premiums, penalties, and unreimbursed business expenses. As such, Class Counsel took into consideration the uncertainty of what the Court would order as the equity remedy, and valued the return of monies unlawfully withheld or expenses unlawfully imposed on putative class members, as a part of the other claims discussed in the Motion for Preliminary Approval.

1 **INSTALLMENT PLAN**

2 10. In its April 14, 2026 Minute Order, the Court ordered the Parties to provide admissible
3 evidence of Defendant's financial situation, and to explain why a payment plan is necessary. (April
4 14, 2026 Minute Order, Item 4)

5 11. Please see the concurrently filed Joint Statement on Settlement Installment Plan in
6 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

7 **CLASS NOTICE**

8 12. In its April 14, 2026 Minute Order, the Court ordered the Parties to correct the address
9 of the Court in the Notice of Class Action Settlement ("Class Notice") at page six (6), section VI by
10 providing the Spring Street Courthouse address instead of the Stanley Mosk Courthouse address.
11 (April 14, 2026 Minute Order, Item 5). Additionally, the Court asked the Parties to explain how notice
12 of any change of the date or location of the final approval hearing will be given. (April 14, 2026
13 Minute Order, Item 6).

14 13. Pursuant to the April 14, 2026 Minute Order, the Parties have made the ordered change
15 regarding the address and revised the Class Notice to clarify that any change in the date or location of
16 the final approval hearing will be available on the Settlement Administrator's website. The revised Class
17 Notice is attached to the concurrently filed [Revised Proposed] Order Granting Preliminary Approval
18 of Class Action and PAGA Settlement as Exhibit 1. A redline showing how the Class Notice has
19 changed is attached hereto as **Exhibit 2**.

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

22 Executed on April 28, 2026, at Los Angeles, California.

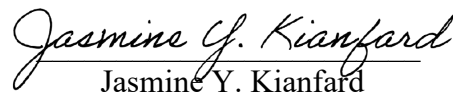
23 
24 Jasmine Y. Kianfard

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

23STCV17209

JESUS PATINO PEREZ vs BOX EXPRESS, MFG.

April 14, 2026

10:30 AM

Judge: Honorable Theresa M. Traber

Judicial Assistant: A. Leong / A. He

Courtroom Assistant: R. Sims

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Brandon Michael Chang; Jasmine Yasaman Kianfard

For Defendant(s): Krikor Moloyan

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement

The matter is called for hearing.

The Court's tentative ruling is to GRANT preliminary approval contingent on the parties addressing the following:

1) In the Motion and the Settlement Agreement (§5), Plaintiff requests leave to file a Second Amended Class and Representative Action Complaint asserting twelve causes of action for violations of the California Labor Code and the California Business and Professions Code and for civil penalties under PAGA. The proposed SAC is attached to the Proposed Order. The Court grants Plaintiff leave to file the SAC as a standalone document.

2) Plaintiff declares as follows: "I understand that Blackstone Law, APC will share the attorneys' fees in this matter with Bibiyan Law Group, P.C. and Sunset West Legal Group, PC. I agreed to this in writing. I understand that the amount of attorneys' fees will not increase as a result of this fee sharing." (Declaration of Ingrid Ruano, ¶13.) Provide additional information about how the fees are to be divided per the fee split agreement.

3) Plaintiff must provide specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable given the strengths and weaknesses of the claims and the risks of the particular litigation. This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. Here, Class Counsel has not presented exposure analysis for the following claims: (1) failure to pay minimum wages, (2) failure to timely pay wages, (3) failure to pay interest on deposits, (4) violation of Labor Code §227.3, and (5) unfair competition.

4) According to the Settlement Agreement, Defendant will fund the Gross Settlement Amount in two installments. (§37) Provide admissible evidence of Defendant's financial situation, including appropriate financial documents such as a balance sheet, statement of cash flows,

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CSR: None

ERM: None

Deputy Sheriff: None

profit and loss statement, and the like, and explain why a payment plan is necessary.

5) Correct the address of the Court in the Notice at p. 6, Section VI. Instead of the Stanley Mosk Courthouse address, provide the Spring Street Courthouse address.

6) Explain how notice of any change of the date or location of the hearing will be given.

7) Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both.

8) If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms. Modify notice to match any alterations to the Settlement Agreement.

If the Settlement Agreement is modified to address these concerns, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms. Modify notice to match any alterations to the Settlement Agreement and submit a red-lined and final versions that reflect the changes.

The Court sets a non-appearance case review for May 1, 2026 to examine the supplemental papers and the revised proposed order, both of which are to be filed at least five court days before the non-appearance case review. The hearing on the motion for final approval is set for September 10, 2026 at 10:30 a.m.

BACKGROUND

On July 21, 2023, Jesus Patino Perez (“Perez”), individually and on behalf of all others similarly situated, filed this action against Defendant Box Express, MFG. (“Defendant” or “Box Express”) and Does 1 through 100 for violations of the California Labor Code and the California Business and Professions Code. After the complaint had been filed, the Court was informed that Perez passed away on August 1, 2023.

On March 27, 2024, Plaintiff Ingrid Ruano (“Plaintiff” or “Ruano”), individually and on behalf of all others similarly situated, filed a class action against Defendant Box Express for violations of the California Labor Code and the California Business and Professions Code (Case No. 24STCV07784) (“Ruano Class Action”). On the same day, Ruano filed a representative action against Box Express, individually and on behalf of Aggrieved Employees, pursuant to the Private Attorneys General Act (“PAGA”) (Case No. 24STCV07695) (“Ruano PAGA Action”).

On August 28, 2024, Defendant filed a Notice of Related Case listing the Ruano Class Action, Case No. 24STCV07784, and the Ruano PAGA Action, Case No. 24STCV07695.

On September 26, 2024, A First Amended Class Action Complaint (“FAC”) was filed in

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the instant action substituting Jesus Patino Perez with Plaintiff Ruano, as no estate representative for Perez was designated in the instant action. The FAC asserts claims for (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to timely pay wages, (8) failure to indemnify, (9) failure to pay interest on deposits, and (10) unfair competition.

On October 11, 2024, the Court found the instant case (No. 23STCV17209) and the two complaints filed by Ruano (Nos. 24STCV07695 and 24STCV07784) to be related within the meaning of California Rules of Court, rule 3.300(a), and designated Case No. 23STCV17209 as the lead case.

On December 13, 2024, the Court denied Defendant's motions to compel arbitration in the Ruano Class Action and the Ruano PAGA Action. On December 16, 2024, pursuant to the joint stipulation of the parties and Plaintiff Ruano's request, the Court dismissed the Ruano Class Action, Case No. 24STCV07784, without prejudice.

On December 18, 2025, Plaintiff Ruano attempted to file a Second Amended Class and Representative Action Complaint ("SAC") in the instant case. However, the filing was rejected on the basis that a court order is required to file the SAC.

On July 31, 2025, the parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. and with the mediator's evaluations, a settlement was reached. (Declaration of Jasmine Y. Kianfard ("Kianfard Decl."), ¶18.) The terms of settlement were finalized in the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a fully executed copy of which is attached to the Supplemental Declaration of Jasmine Y. Kianfard as Exhibit 1.

Now before the Court is the Motion for Preliminary Approval of Class and Representative Action Settlement ("Motion"), filed on December 18, 2025. Supplemental documents were filed on January 27, 2026.

SETTLEMENT CLASS DEFINITION

· "Class" or "Class Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period. (¶11b)

o "Class Period" means the period from July 21, 2019 through September 29, 2025. (¶11f)

· "PAGA Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period. (¶11y)

o "PAGA Period" means the period from August 4, 2022 through September 29,

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2025. (§11aa)

- “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion. (§11mm)
- “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne, and Jasmine Y. Kianfard of Blackstone Law, APC, and David D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C., who will seek to be appointed counsel for the Class. (§11c)
- For the purposes of this Settlement only, the Parties stipulate to the certification of the Class. (§12)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- Gross Settlement Amount (“GSA”) is **\$750,000, non-reversionary**. (§11q)
 - o *Escalator Clause*: Defendant has represented that the Class Members worked a total of 20,374 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 20,374 by more than 10% (i.e., if the Workweeks exceed 22,412 or an additional 2,038 Workweeks worked), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 12%, then the Gross Settlement Amount will increase by 2%. (§18)
- The Net Settlement Amount (“Net”) (**\$376,500**) is the GSA minus the following:
 - o Up to **\$250,000 (1/3 of GSA)** for attorney fees (§14);
 - o Up to **\$30,000** for attorney costs (*Ibid.*);
 - o Up to **\$10,000** for a service award to Plaintiff (§15);
 - o Up to **\$8,500** for settlement administration costs (§17); and
 - o Payment of **\$75,000** PAGA penalty (75% or \$56,250 to the LWDA) (§16).
- Defendant shall separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (§11q)
- There is no claim form requirement. (§39)
- Individual Settlement Payment Calculation:
 - o After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be entitled to

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receive under the Class Settlement. (§19a)

o After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class Member’s final Individual Settlement Share. (§19b)

o “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20. (§§11s, 21)

o *Tax Allocation*: 20% to wages, 80% to interest and penalties. (§21)

· **Individual PAGA Payments**: Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Members to yield the “Pay Period Value,” and multiply each PAGA Member’s individual Pay Periods by the Pay Period Value to yield each PAGA Member’s Individual PAGA Payment. (§20)

o 100% penalties and interest. (§21)

· **Response Deadline** means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (§§11jj)

o If more than 10% of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. (§34)

· **Funding of Settlement: Defendant will fund the Gross Settlement Amount in two (2) installments as follows:** (§37)

o *First Installment*: Defendant will deposit half of the Gross Settlement Amount (i.e., \$375,000.00) and half of the Employer Taxes as follows: (§37a)

§ i. If no objection(s), no later than seven (7) business days after Final Approval.

§ ii. If there is an objection(s), no later than sixty-five (65) calendar days following entry of the Final Approval Order and Judgment (provided no appeal is filed).

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Deputy Sheriff: None

§ iii. If an appeal is filed to the Final Approval Order and Judgment, no later than thirty (30) business days after the Final Approval Order and Judgment is affirmed.

o *Second Installment*: Defendant will deposit the remaining half of the Gross Settlement Amount (i.e., \$375,000.00) and the remaining half of the Employer Taxes six (6) months after the First Installment. (¶37b)

o No later than seven (7) business days after Final Approval, Defendant will provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator. (¶37c)

[Provide admissible evidence of Defendant's financial situation, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like, and explain why a payment plan is necessary.]

· Disbursement: Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Members, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

(¶38a) Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to PAGA Members, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiff, the remaining half of the Attorneys' Fees and Costs to Class Counsel, and the remaining half of the Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (¶38b)

o The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. (¶39)

· Uncashed Settlement Checks: Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such

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CSR: None

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canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement. (¶39)

· The settlement administrator will be Apex Class Action, LLC. (¶11kk)

- The proposed settlement was submitted to the LWDA on January 26, 2026. (Kianfard Supp. Decl., ¶4, Ex. 2.)
- Participating class members and the named Plaintiff will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On July 31, 2025, the parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. and with the mediator's evaluations, a settlement was reached. (Declaration of Jasmine Y. Kianfard ("Kianfard Decl."), ¶18.) The terms of settlement were finalized in the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a fully executed copy of which is attached to the Supplemental Declaration of Jasmine Y. Kianfard as Exhibit 1.

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that, prior to mediation, Defendant produced all of the putative class members' time and pay records as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Kianfard Decl., ¶29.) Based on this information, Class Counsel conducted an assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id.* at ¶30.)

3. Is Class Counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (Kianfard Decl., ¶¶2-9, Ex. 1; Declaration of David D. Bibiyan, ¶¶2-15.)

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Civil Division

Central District, Spring Street Courthouse, Department 1

23STCV17209

JESUS PATINO PEREZ vs BOX EXPRESS, MFG.

April 14, 2026

10:30 AM

Judge: Honorable Theresa M. Traber

Judicial Assistant: A. Leong / A. He

Courtroom Assistant: R. Sims

CSR: None

ERM: None

Deputy Sheriff: None

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, (“Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.”).

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Potential Exposure
Unpaid Wages (OTC)	\$235,035
Minimum Wages	?
Meal Period Violations	\$302,962
Rest Period Violations	\$1,976,659
Wage Statement Violations	\$349,750
Waiting Time Penalties	\$761,326
Failure to Timely Pay Wages	?
Unreimbursed Business Expenses	\$105,540
Failure to Pay Interest on Deposits	?
Labor Code §227.3	?
Unfair Competition	?
PAGA Penalties	\$914,400
Total	\$836,221-4,645,672

(Kianfard Decl., ¶¶32-42.)

Class Counsel has not presented exposure analysis for the following claims: (1) failure to pay minimum wages, (2) failure to timely pay wages, (3) failure to pay interest on deposits, (4) violation of Labor Code §227.3, and (5) unfair competition.

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of

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the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).)

4. Amount offered in settlement. Class Counsel estimated Defendant’s potential damages for some of the claims asserted to be **\$836,221 to \$4,645,672**. Class Counsel obtained a settlement valued at \$750,000. This is approximately **16.1% to 89.7%** of Plaintiff’s potential recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately **\$376,500** to be divided among approximately **212** class members. Assuming full participation, the resulting payments will average approximately **\$1,775.94** per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members’ reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed “fair, adequate, and reasonable.”

3. Scope of the release

· Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (§40)

o “Released Class Claims” means any and all claims which were alleged or which

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-
- could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, reimburse necessary business-related expenses, and pay interest on deposits in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 227.3, 404, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, et seq. (§11ff)
- PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (§41)
 - o "Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (§11gg)
 - o *PAGA Letter*: On August 4, 2023, Plaintiff Ingrid Ruano provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (§2; Kianfard Decl., §11, Ex. 2)
 - Plaintiff will additionally provide a general release and §1542 waiver. (§42)
 - "Released Parties" means Defendant and each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (§11hh)

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4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 212 putative Class Members. (MPA at 16:21-22.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant’s records. (MPA at 16:14-17, 16:23-28.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to common questions of law or fact, Plaintiff alleges that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were uniform as to all Class Members. (MPA at 17:14-18.)

As to typicality, Plaintiff alleges that her claims are similar to that of the other Class Members and that Plaintiff’s claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. (MPA at 17:26-28.)

As to adequacy, Plaintiff has participated in the litigation, is aware of the risks and duties of serving as class representative, does not have any conflicts of interest with other Class Members, and is represented by experienced counsel. (MPA at 18:2-11; *see* Declaration of Ingrid Ruano.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

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CSR: None

ERM: None

Deputy Sheriff: None

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. **Content of class notice.** The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

· **Correct the address of the Court in the Notice at p. 6, Section VI. Instead of the Stanley Mosk Courthouse Address, provide the Spring Street Courthouse address.**

2. **Method of class notice.**

Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator in a readable Microsoft Office Excel spreadsheet. (§§11d, 28)

Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in **English and Spanish** (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (§29a)

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. (§29b)

Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. (§43)

[Explain how notice of any change of the date or location of the hearing will be given.]

3. **Cost of class notice.** As indicated above, settlement administration costs are estimated not to exceed **\$8,500**. Prior to the time of the final fairness hearing, the administrator must

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submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$250,000 (1/3 of GSA)** in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **\$30,000**) by detailing how they were incurred.

- Plaintiff declares as follows: “I understand that Blackstone Law, APC will share the attorneys’ fees in this matter with Bibiyan Law Group, P.C. and Sunset West Legal Group, PC. I agreed to this in writing. I understand that the amount of attorneys’ fees will not increase as a result of this fee sharing.” (Declaration of Ingrid Ruano, ¶ 13.)

[Provide additional information about the fee split agreement.]

7. Incentive Awards

The Settlement Agreement provides for enhancement awards of up to **\$10,000** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiff must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts

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should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’

Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

Class Representative enhancement awards are approved based on the specific contributions made by each class representative and are rarely awarded at the level of \$10,000 without substantial justification.

Non-Appearance Case Review Re: Filing of Supplemental Papers in Support of Motion for Preliminary Approval is scheduled for 05/01/2026 at 04:00 PM in Department 1 at Spring Street Courthouse.

Conditioned on preliminary approval being granted, Hearing on Motion for Final Approval of Settlement is scheduled for 09/10/2026 at 10:30 AM in Department 1 at Spring Street Courthouse.

Notice is waived.

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Ingrid Ruano v. Box Express Manufacturing **Superior Court of California for the County of Los Angeles, Case No. 23STCV17209**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ingrid Ruano ("Plaintiff") and Defendant Box Express Manufacturing ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Ruano v. Box Express MFG*, Los Angeles Superior Court, Case No. 23STCV17209 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from July 21, 2019 through September 29, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 4, 2022 through September 29, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On July 21, 2023, former plaintiff Jesus Patino Perez ("Former Plaintiff") filed a Class Action Complaint in the Action, thereby commencing a putative class action against Defendant. On August 4, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). On September 26, 2024, Plaintiff filed a First Amended Class Action Complaint in the Action, which replaced Former Plaintiff with Plaintiff as the named plaintiff. On [redacted], 2025 April 14, 2026, Plaintiff filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, failure to reimburse necessary business expenses, and failure to pay interest on deposits, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, Tagore Subramaniam, Esq., and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Ingrid Ruano as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Vedang Patel
Bibiyan Law Group, P.C.
1460 Westwood Blvd
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in two (2) installments as follows:

- **First Installment:** Defendant will deposit half of the Gross Settlement Amount (i.e., \$375,000.00) and half of the Employer Taxes as follows:
 - i. If no objection(s), no later than seven (7) business days after Final Approval.
 - ii. If there is an objection(s), no later than sixty-five (65) calendar days following entry of the Final Approval Order and Judgment (provided no appeal is filed).
 - iii. If an appeal is filed to the Final Approval Order and Judgment, no later than thirty (30) business days after the Final Approval Order and Judgment is affirmed.
- **Second Installment:** Defendant will deposit the remaining half of the Gross Settlement Amount (i.e., \$375,000.00) and the remaining half of the Employer Taxes six (6) months after the First Installment.

Payments will be disbursed as follows:

- Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Members, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiff, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the

remaining half of the Individual PAGA Payments to PAGA Members, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiff, the remaining half of the Attorneys' Fees and Costs to Class Counsel, and the remaining half of the Settlement Administration Costs to itself.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00 if the Gross Settlement Amount is \$750,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$56,250.00) ("LWDA Payment") and the remaining 25% (\$18,750.00) will be distributed to PAGA Members ("PAGA Member Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period. ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Member worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Members to yield the "PAGA Pay Period Value," and multiplied each PAGA Member's individual Pay Periods by the Pay Period Value to yield each PAGA Member's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From July 21, 2019 through September 29, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 4, 2022 through September 29, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, reimburse necessary business-related expenses, and pay interest on deposits in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 227.3, 404, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00 if the Gross Settlement Amount is \$750,000) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Member and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Ruano v. Box Express, MFG*, Case No. 23STCV17209); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

~~The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Members.~~ It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

~~Any change in the date or location of the Final Approval Hearing will be available on the Settlement Administrator’s website at [redacted].~~

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by ~~visiting~~ visiting Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012 ~~Stanley Mosk Courthouse, 111 North Hill Street, California 90012~~, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.