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**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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: September 10, 2026
Time: 10:30 a.m.
Dept.: 1

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

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1 Plaintiff Ingrid Ruano’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **September 10, 2026 at 10:30 a.m.** before the Honorable Theresa M. Traber
4 in Department 1 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Jasmine Y.
10 Kianfard and David D. Bibiyan), the Class Representative (Ingrid Ruano), and the Settlement
11 Administrator (Madely Nava on behalf of Apex Class Action LLC), and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Box Express Manufacturing (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former non-exempt, hourly-paid employees who worked for
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from July 21, 2019 through September 29, 2025.

22 3. The Court appoints Plaintiff Ingrid Ruano as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
25 Rose, Jared C. Osborne, and Jasmine Y. Kianfard of Blackstone Law, APC, and David D. Bibiyan and
26 Vedang Patel of Bibiyan Law Group, P.C. as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$250,000.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$25,349.56. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$6,990.00 to Apex Class Action LLC for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$56,250.00 to the California
6 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that Defendant will fund the Gross Settlement Amount in two (2)
9 installments as follows:

10 a. First Installment: Defendant will deposit half of the Gross Settlement Amount (i.e.,
11 \$375,000.00) and half of the Employer Taxes as follows:

12 i. If no objection(s), no later than seven (7) business days after entry of this Order
13 and Judgment.

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

16 iii. If an appeal is filed to this Order and Judgment, no later than thirty (30) business
17 days after this Order and Judgment is affirmed.

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

21 c. No later than seven (7) business days after entry of this Order and Judgment, Defendant
22 will provide all information necessary for the Settlement Administrator to calculate
23 necessary payroll taxes including its official name, 8-digit state unemployment
24 insurance tax ID number, and other information requested by the Settlement
Administrator.

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1 14. Distribution of the Gross Settlement Amount will be in accordance with the terms and
2 methodology set forth in the Settlement Agreement as follows:

- 3 a. Within five (5) business days of the funding of the First Installment, the Settlement
4 Administrator will issue half of the Individual Settlement Payments to Settlement
5 Class Members, half of the Individual PAGA Payments to PAGA Members, half
6 of the LWDA Payment to the LWDA, half of the Enhancement Payment to
7 Plaintiff, half of the Attorneys' Fees and Costs to Class Counsel, and half of the
8 Settlement Administration Costs to itself.
- 9 b. Within five (5) business days of the funding of the Second Installment, the
10 Settlement Administrator will issue the remaining half of the Individual Settlement
11 Payments to Settlement Class Members, the remaining half of the Individual PAGA
12 Payments to PAGA Members, the remaining half of the LWDA Payment to the
13 LWDA, the remaining half of the Enhancement Payment to Plaintiff, the remaining
14 half of the Attorneys' Fees and Costs to Class Counsel, and the remaining half of
15 the Settlement Administration Costs to itself. The Settlement Administrator shall
16 also set aside the Employer Taxes and all employee-side payroll taxes,
17 contributions, and withholding, and timely forward these to the appropriate
government authorities.

18 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
19 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
20 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
21 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
22 Division in the name of the Settlement Class Member and/or PAGA Member.

23 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
24 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
25 compromised, relinquished, and discharged the Released Parties of any and all claims which were
26 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
27 Complaint, arising during the Class Period, which shall specifically include claims for Defendant's
28 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and

1 associated premium payments, timely pay wages during employment and upon termination, provide
2 accurate wage statements, reimburse necessary business-related expenses, and pay interest on deposits
3 in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7,
4 227.3, 404, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the
5 applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code
6 sections 17200, *et seq.* (collectively, “Released Class Claims”).

7 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
8 the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to
9 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
10 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter
11 and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
12 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically
13 include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
14 meal and rest periods and associated premium payments, timely pay wages during employment and
15 upon termination, provide compliant wage statements, maintain complete and accurate payroll
16 records, and reimburse necessary business-related expenses in violation of California Labor Code
17 Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
18 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively,
19 “Released PAGA Claims”).

20 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
21 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
22 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
23 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
24 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
25 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
26 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
27 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
28 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this

Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. "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.

20. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

21. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22. A Non-Appeal Case Review re: Final Report is set for _____ at _____ in Department 1 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: _____

Honorable Theresa M. Traber