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F I L E D
San Diego Superior Court

AUG 21 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JACQUELINE MALDONADO, individually,
and on behalf of the State of California and
other aggrieved persons,

Plaintiff,

v.

RUHNAU CLARKE ARCHITECTS, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00037299
[Related Case No. 37-2024-00027674]

*[Assigned for All Purposes to the Hon. Terrie
E. Roberts, Dept. C-68]*

**JUDGMENT AND ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Final Approval Hearing:

Date: August 21, 2026

Time: 10:30 a.m.

Dept.: C-68

Action Filed: August 28, 2023

1 Plaintiff Jacqueline Maldonado's ("Plaintiff") Motion for Final Approval of Class
2 Action and PAGA Settlement came before this Court on August 21, 2026, at 10:30 a.m., in
3 Department C-68 of the Superior Court of California, County of San Diego, located at 330 W.
4 Broadway, San Diego, California 92101. Plaintiff now seeks an order granting final approval of
5 the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement")
6 between Plaintiff and Defendant Ruhnau Clarke Architects ("Defendant") (Plaintiff and
7 Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of John G.
8 Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
9 Settlement as **Exhibit 3**. On May 15, 2026, this Court issued an Order Granting Plaintiff's
10 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary
11 Approval Order"). In accordance with the Preliminary Approval Order, Class Members have
12 been given notice of the terms of the Settlement and the opportunity to comment on or object to
13 it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on May 15, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all persons who worked for Defendant in California as an hourly-paid or
25 non-exempt employee at any time during the Class Period

26 3. "Class Period" means the period from August 28, 2019 to November 19, 2024.

27 4. The Court appoints Plaintiff Jacqueline Maldonado as Class Representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Jeffrey C. Bils, Mohamed Bholat, and Courtney
2 M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
4 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
5 their right to receive a settlement share, their right to comment on or object to the Settlement or to
6 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
7 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
8 periods of time were provided by each of these procedures.

9 7. No Class Members objected to the Settlement.

10 8. No Class Members requested exclusion from the Settlement.

11 9. The Court finds and determines that this notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding approval of the Settlement based on the responses of Class Members. The Court finds
14 and determines that the notice provided in this case was the best notice practicable, which satisfied
15 the requirements of law and due process.

16 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
17 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 11. Class Members who have not opted out will be bound by the Settlement, except
22 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
23 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
24 whether they opt out of the Settlement.

25 12. The Court finds that Plaintiff notified the Labor and Workforce Development
26 Agency ("LWDA") of the Settlement in accordance with the notice requirements of California
27 Labor Code § 2699(s).

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1 13. No later than 30 days of the Effective Date, Defendant shall fully fund the Gross
2 Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by
3 transmitting the funds to the Administrator.

4 14. Within ten (10) days after Defendant fully funds the GSA, the Administrator shall
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
6 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment shall not precede disbursement of Individual Class Payments and
10 Individual PAGA Payments.

11 15. The "Effective Date" means the date by which both of the following have occurred:
12 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
13 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
14 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
15 one or more Participating Class Members objects to the Settlement, the day after the deadline for
16 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
21 Jacqueline Maldonado in the amount of \$10,000.00.

22 17. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$22,500.00 with the LWDA to receive 75% (\$16,875.00), and the
24 remaining 25% (\$5,625.00) to be distributed to Aggrieved Employees, defined as all persons who
25 worked for Defendant in California as an hourly-paid or non-exempt employee at any time during
26 the PAGA Period (August 28, 2022, to November 19, 2024). The Court finds and determines that
27 such payment is fair, reasonable, and appropriate.

28 ///

1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$165,000.00, and the reimbursement of litigation costs in the
3 amount \$9,445.22. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$5,500.00 to the Settlement Administrator, Apex Class
9 Action.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
12 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
13 will distribute the funds represented by the check to the California State Controller's Office,
14 Unclaimed Property Division, in the name of the Class Member.

15 21. Effective on the date when Defendant fully funds the Gross Settlement Amount and
16 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, Aggrieved Employees, the LWDA, and Class Counsel will release claims against
18 all Released Parties as follows:

19 (a) Released Class Claims: "Plaintiff and all Participating Class Members,
20 other than those who submit requests for exclusion, on behalf of themselves and their respective
21 former and present representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns, shall release all claims, damages, debts, obligations, penalties, actions, rights, demands,
23 liabilities, and causes of action, of any kind, arising under state, federal or local law, whether
24 statutory, common law, or administrative law, at any time during the Class Period, that were
25 alleged or which could have reasonably been alleged based on the facts alleged in the operative
26 Complaints or ascertained in the course of the Actions (the "Released Class Claims"), including
27 but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor
28 Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to

1 Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal.
2 Labor Code §§ 226.7, 512, 1174(d), and 1174.5); (4) failure to authorize and permit rest periods
3 (pursuant to Cal. Labor Code §§ 226.7 and 1174.5); (5) failure to timely pay final wages at
4 termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized
5 wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for
6 expenditures (pursuant to Cal. Labor Code §§ 2802 and 2699(f)(2)); (8) failure to produce
7 requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9)
8 unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The
9 enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata*
10 based on the claims that were asserted in the Actions or could have been asserted in the Actions
11 based on the facts and circumstances alleged in the Complaints. The Released Class Claims are
12 those that accrued during the Class Period.”

13 (b) Released PAGA Claims by Aggrieved Employees and the LWDA:
14 “Plaintiff and all Class Members who are Aggrieved Employees, regardless of whether they are
15 Participating Class Members or Non-Participating Class Members, shall release, on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, the Released Parties from all claims for PAGA civil
18 penalties, interest, fees or costs that are alleged or reasonably could have been alleged based on
19 the facts alleged in the operative PAGA Complaint and/or in Plaintiff’s November 1, 2024 and
20 November 18, 2024 PAGA Notices, including but not limited to: (1) failure to pay minimum
21 and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2,
22 2699(f)(2)), 1197, and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code
23 §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§
24 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor
25 Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal.
26 Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements
27 (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for
28 expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment

1 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned
2 wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code
3 §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal
4 periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement
5 violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12)
6 failure to provide proper paid sick leave (pursuant to Cal. Labor. Code §§ 233, 234, 245 –
7 248.5); (13) refusal to pay wages due and/or denial of the validity of any claim to wages due
8 (pursuant to Cal. Labor Code § 216); (14) secretly paying wages lower than required by statute
9 while purporting to pay legal wages (pursuant to Cal. Labor Code § 223); (15) failure to pay
10 vested vacation/ paid time off (pursuant to Cal. Labor Code § 227.3); (14) failure to timely
11 provide temporary workers with owed wages (pursuant to Cal. Labor Code § 201.3); (16)
12 unlawful agreements/ unlawful criminal history inquiries (pursuant to Cal. Labor Code §§
13 432.5, 1024.5, and CA Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq.);
14 (17) preventing employees from using or disclosing the skills, knowledge and experiences they
15 obtained at Employers, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232,
16 232.5, 1102.5, and 1197.5); (18) unlawful inquiries into criminal histories (pursuant to Cal.
17 Labor Code § 432.7; (19) workplace health and safety violations (pursuant to Cal. Labor Code
18 §§ 1527, 3366, 3457, 8397.4, 6401, and 6401; (20) willful misclassification (pursuant to Cal.
19 Labor Code §§ 223 and 226.8); (19) retaliation (pursuant to Cal. Labor Code § 1102.5); and
20 (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code §§ 210, 226.3,
21 558, 1174.5, 1197.1, and 2699). The Released PAGA Claims are those that accrued during the
22 PAGA Period.”

23 22. “Released Parties” means Defendant and any of its past, present and/or future,
24 directors, officers, partners, principals, trustees, shareholders, owners, members, managers,
25 employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs,
26 parents, subsidiaries.

27 23. The Parties and Administrator are hereby ordered to comply with the terms of the
28 Settlement.

1 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
2 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
3 Approval of Class Action and PAGA Settlement.

4 25. Without affecting the finality of this order in any way, pursuant to California Code
5 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
6 interpretation, administration, implementation, effectuation, and enforcement of this order and the
7 Settlement.

8 26. The Court hereby enters final judgment in accordance with the terms of the
9 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
10 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
11 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
12 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
13 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
14 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

15 27. ~~A Settlement Compliance Hearing is set for _____, at _____~~
16 ~~a.m./p.m. in Department C-68 of the above-captioned Court.~~
The parties shall file a declaration showing compliance.

17 28. A final report from the Settlement Administrator indicating that disbursements were
18 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
19 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
20 no appearance will be required at the Settlement Compliance Hearing.

21 **IT IS SO ORDERED.**

22
23 Dated: 8/21/20


HONORABLE TERRIE E. ROBERTS
JUDGE OF THE SUPERIOR COURT