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FILED
Superior Court of California
County of Los Angeles
10/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

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Attorneys for Plaintiff MELISSA RUBLE,
similarly situated individuals, and Aggrieved Employee

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MELISSA RUBLE, individually, and on
behalf of other members of the general
public similarly situated and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

REBORN CABINETS, INC., a California
Corporation; and DOES 1 through 30,
inclusive,

Defendant.

Case No.: 21STCV31721

**~~PLAINTIFF'S PROPOSED~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 17, 2024
Time: 11:00 a.m.
Dept: LA - 014

1 This matter has come before the Honorable Kenneth R. Freeman in Department LA - 014
2 of the Superior Court of the State of California, for the County of Los Angeles on October 16,
3 2024 at 11:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
4 Francis A. DiGiacco of Hillier DiGiacco LLP appears as counsel for Plaintiff Melissa Ruble, an
5 individual, and on behalf of all others similarly situated and other aggrieved employees, and Anne
6 Osborn of O'Hagan Meyer LLP appears as counsel for Defendant Reborn Cabinets, Inc., a
7 California Corporation ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached hereto as **Exhibit**
14 **A** herewith. This is based on the Court's determination that the Settlement falls within the range
15 of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their
22 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
23 substantial additional costs by all parties, as well as avoid the delay and risks that would be
24 presented by the further prosecution of the Action. It further appears that the Settlement has been
25 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
26 entered into in good faith.

1 4. The escalator clause agreed to by the parties was not triggered, and thus, there will
2 be no shortening of the Class Period or increase to the Gross Settlement Amount.

3 5. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys' Fees and Costs, Class Representative Service Awards, LWDA Payment,
5 Administration Costs, and payments to the Settlement Class Members provided thereby, appear
6 to be within the range of reasonableness of a settlement that could ultimately be given final
7 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
8 granted as part of the Settlement and preliminarily finds that the monetary settlement awards
9 made available to the Class Members are fair, adequate, and reasonable when balanced against
10 the probable outcome of further litigation relating to liability, representative adjudication,
11 certification, and damages issues.

12 6. The Court conditionally certifies the following class ("Class" or "Class
13 Members") for settlement purposes only:

14 All persons employed by Defendant in California and classified as
15 FLSA-exempt, who worked for Defendant during the Class Period
16 of August 27, 2017 to August 12, 2023.

17 7. The Court provisionally appoints Francis A. DiGiacco, Esq. of Hillier DiGiacco
18 LLP, Jeffrey R. Krinsk, Esq., of Finkelstein & Krinsk LLP, and Daniel D. Sorenson of Lawyers
19 for Employee and Consumer Rights as Class Counsel.

20 8. The Court provisionally appoints Plaintiff Melissa Ruble as the Class
21 Representative.

22 9. The Court provisionally appoints Apex Class Action LLC as the Settlement
23 Administrator.

24 10. The Court concludes that, for settlement purposes only, the Class meets the
25 requirements for certification under section 382 of the California Code of Civil Procedure in that:
26 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is

1 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
2 community of interest amongst the members of the Class with respect to the subject matter of the
3 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) the
4 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
5 action is superior to other available methods for the efficient adjudication of the controversy; and
6 (f) Class Counsel is qualified to act as counsel for Plaintiff in their individual capacities and as
7 the representatives of the Class.

8 11. Not later than 21 days after the Court grants Preliminary Approval of the
9 Settlement, Defendant will provide the Settlement Administrator with the Class List, in
10 conformity with the Settlement Agreement.

11 12. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement ("Class Notice") attached hereto as **Exhibit B**. The Class Notice shall be provided to
13 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
14 Class Notice appears to fully and accurately inform the Class Members of all material elements
15 of the Settlement, of the Class Members' right to be excluded from the Settlement by submitting
16 a Request for Exclusion, of the Class Members' right to dispute the Workweeks credited to each
17 of them by submitting a Workweek Dispute, and of each Settlement Class Member's right and
18 opportunity to object to the Settlement by submitting an Objection. The Court further finds that
19 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
20 and this Order, and that all other dates set forth in the Settlement and this Order, meet the
21 requirements of due process and shall constitute due and sufficient notice to all persons entitled
22 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by first
23 class U.S. mail to all Class Members no later than 3 business days after receiving the Class Data,
24 pursuant to the terms set forth in the Settlement.

25 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may

1 choose to be excluded from the Settlement by submitting a timely and valid written Request for
2 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
3 Administrator postmarked no later than 60 days (plus an additional 14 days for Class Members
4 whose Class Notice is re-mailed) after the Administrator mails Notice to Class Members and
5 Aggrieved Employees (“Response Deadline.”) Any Class Member who chooses to opt out of, and
6 be excluded from, the Settlement will not be entitled to an Individual Settlement payment, will
7 not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon.
8 Class Members who have not submitted a timely and valid Request for Exclusion (“Settlement
9 Class Members”) shall be bound by the Settlement Agreement and any final judgment based
10 thereon.

11 14. A Final Approval Hearing will be held before this Court on **May 15, 2025 at 10:00**
12 **a.m.** in Department LA - 014 of the Los Angeles County Superior Court, Spring Street
13 Courthouse located at 312 North Spring Street, Los Angeles California 90012, to determine all
14 necessary matters concerning the Settlement, including: whether the proposed settlement of the
15 Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
16 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
17 should be entered herein; whether the plan of allocation contained in the Settlement should be
18 approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally
19 approve the requests for Attorneys’ Fees and Costs, Class Representative Service Awards,
20 Administration Costs, and allocation of the LWDA Payment.

21 15. Class Counsel shall file a motion for final approval of the Settlement and for
22 Attorneys’ Fees and Costs, Class Representative Service Awards, and Administration Costs,
23 along with the appropriate declarations and supporting evidence by **April 23, 2025** to be heard at
24 the Final approval Hearing. The deadline for Plaintiff to submit the settlement administrator’s
25 declaration regarding the settlement administration process and any responses to objections is
26 **April 23, 2025.**

1 16. To object to the Settlement, a Settlement Class Member must submit an Objection
2 to the Settlement Administrator postmarked no later than the Response Deadline. The Objection
3 must be signed and must contain the information that is required, as set forth in the Class Notice,
4 including and not limited to the grounds for the objection.

5 17. The Settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, and except as necessary to enforce
8 the terms of this Agreement, neither the Settlement, nor any document, statement, proceeding or
9 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be
10 construed as, offered or admitted into evidence as, received as or deemed to be in evidence for
11 any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
12 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
13 concession, or damage.

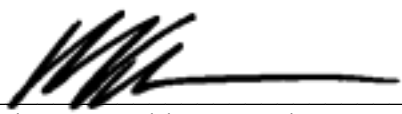
14 18. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into
18 the Settlement Agreement.

19 19. The Court reserves the right to adjoin or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the
21 Class Members and retains jurisdiction to consider all further applications arising out of or
22 connected with the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: 10/23/2024



26 By 
27 The Honorable Kenneth R. Freeman
28 Judge of the Superior Court
Kenneth R. Freeman, Judge

~~PROPOSED~~ ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
CASE NO. 21STCV31721