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FILED
Superior Court of California
County of Los Angeles

02/26/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

13 ENYLLEL RUGAMA-HERNANDEZ and
14 EDGAR SANTIAGO, as individuals, and on
15 behalf of themselves and on behalf of all
16 persons similarly situated,

16 Plaintiff,

17 vs.

18 P & B INTERMODAL SERVICES LIMITED
19 LIABILITY COMPANY, a Limited Liability
20 Company; and DOES 1 through 50, inclusive,

20 Defendants.

CASE NO.: 24STCV07771

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: February 26, 2026
Hearing Time: 11:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept: SS-15

Date Filed: March 29, 2024
Trial Date: Not set

1 The unopposed motion of Plaintiffs Enylllels Rugama-Hernandez and Edgar Santiago
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant P & B Intermodal Services Limited Liability Company
4 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on February 26, 2026 before the Honorable Timothy Patrick Dillon.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Seventy-Five
16 Thousand Dollars (\$975,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On October 10, 2025, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about November 10, 2025. This mailing of the Class Notice to their last-known addresses was the
4 best notice practicable under the circumstances and was reasonably calculated to communicate
5 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
6 the Class Members fully and accurately informed the Class Members of all material elements of
7 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
8 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
9 complied fully with the laws of the State of California, the United States Constitution, due process
10 and other applicable law. The Class Notice fairly and adequately described the Settlement and
11 provided Class Members adequate instructions and a variety of means to obtain additional
12 information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was January 9, 2026, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tagore Subramaniam, an experienced mediator of wage
27 and hour class actions. There has been no collusion between the Parties in reaching the
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1 Settlement.

2 b. Plaintiffs and Class Counsel’s investigation and discovery have been
3 sufficient to allow the Court and counsel to act intelligently.

4 c. Counsel for all Parties are experienced in similar employment class action
5 and PAGA litigation. Class Counsel recommended approval of the Agreement.

6 d. The percentage of objectors and requests for exclusion is small. No
7 objections were received. No requests for exclusion were received.

8 e. The participation rate was high. 549 Participating Class Members will be
9 mailed a settlement payment, representing 100% of the overall Class.

10 9. The consideration to be given to the Class Members under the terms of the
11 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
12 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
13 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
14 which would ensue from continued prosecution of the action.

15 10. The Agreement is approved as fair, adequate and reasonable and in the best
16 interests of the Class Members.

17 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

18 11. An award of \$325,666 for attorneys’ fees, representing one-third of the Gross
19 Settlement Amount, and \$22,915.90 for litigation costs and expenses, is reasonable, in light of the
20 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
22 lodestar and billing statement.

23 **Class Representative Service Payments**

24 12. The Agreement provides for a Class Representative Service Payments of not more
25 than \$15,000 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
26 Representative Service Payments in the reduced amount of \$7,500 each to the Plaintiffs are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$9,490 in fees and expenses, and this amount is reasonable in light
9 of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
12 of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000.00 to be distributed to the Aggrieved Employees
15 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
16 Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
19 California and classified as a non-exempt employee at any time during the PAGA Period
20 (December 19, 2022 through March 27, 2025). Pursuant to Labor Code section 2699, subdivision
21 (s)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not
22 indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

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1 All individuals who were employed by Defendant in California and classified as a
2 non-exempt employee at any time during the Class Period (March 29, 2020 through
March 27, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
5 no individuals who requested exclusion from the Class.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
9 the Administrator no later than 14 days after the Effective Date.

10 18. Class Counsel are awarded attorneys’ fees in the amount of \$325,000 and costs in
11 the amount of \$22,915.90. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendant, Plaintiffs or members of the Class.

13 19. The payment of Class Representative Service Payments in the amount of \$7,500
14 each to the Plaintiffs is approved.

15 20. The payment of \$9,490 to the Administrator for its fees and expenses is approved.

16 21. The PAGA Penalties of \$20,000.00 is approved and is to be distributed in
17 accordance with the Agreement.

18 22. Pursuant to Labor Code section 2699, subdivision (s)(3), Class Counsel shall
19 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
20 entry.

21 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
24 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
25 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
26 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
27 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
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1 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
2 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
3 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
4 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
5 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
6 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
7 Claims and/or Released PAGA Claims.

8 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
10 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
11 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
12 Class Members.

13 25. If the Agreement does not become final and effective in accordance with the terms
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve
17 their respective rights regarding the prosecution and defense of this Action, including all available
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be
19 certified as a class action and/or managed as a representative action.

20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiffs, and all members of the Class, shall take nothing in the Action.

23 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 28. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, Plaintiffs, Class Counsel, Participating Class Members, Aggrieved Employees and the
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1 LWDA (whether on its behalf or on behalf of the State of California) will release claims against
2 all Released Parties, as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class
6 Claims” are any and all claims that were alleged, or reasonably could have been alleged, based on
7 the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended,
8 and/or PAGA Notice, as amended, which occurred during the Class Period during employment in
9 a non-exempt position in California. The Released Class Claims are all claims that were alleged,
10 or reasonably could have been alleged, based facts stated in the Operative Complaint which
11 occurred during the Class Period during employment in a non-exempt position in California,
12 including: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code Section 17200, *et seq.*;
13 (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide
14 Meal periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage
15 Statements; (7) Failure to Reimburse Employees for Necessary Expenses; (8) Failure to Provide
16 Timely and final Wages; (9) Failure to Pay Sick Pay, as well as claims under California Labor
17 Code Sections 201, 202, 203, 218, 218.5, 218.6, 221, 223, 226, 226.7, 233, 227.3, 246, 510, 512,
18 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and applicable IWC Wage Order(s). Except as
19 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
20 including claims for vested benefits, wrongful termination, violations of the Fair Employment and
21 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
22 Class claims based on facts occurring outside the Class Period.

23 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
24 of themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
26 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
27 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
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1 Notice, which occurred during the PAGA Period during employment in a nonexempt position in
2 California, including: Civil Penalties pursuant to Labor Code Sections 2699, et seq. for violations
3 of Labor Code Sections 201, 202, 203, 204, et seq., 210, 218, 221, 223, 225.5, 226(a), 226.3,
4 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
5 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title
6 8, Section 1 1070(14) (Failure to Provide Seating) and the applicable Wage Order(s). The
7 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
8 including claims for vested benefits, wrongful termination, violations of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers' compensation, and
10 PAGA claims based on facts occurring outside of the PAGA Period

11 (c) Plaintiff Rugama-Hernandez and his respective former and present spouses,
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
13 and discharge Released Parties from Plaintiff Rugama-Hernandez's Release, as fully set forth in
14 the Agreement.

15 (d) Plaintiff Santiago and his respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge Released Parties from Plaintiff Santiago's Release, as fully set forth in the
18 Agreement.

19 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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Dated: 02/26/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

HON. TIMOTHY PATRICK DILLON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
Timothy Patrick Dillon / Judge