

FILED
San Diego Superior Court

MAY 15 2026

Clerk of the Superior Court
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF SAN DIEGO**
 12

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

15 *Plaintiff,*

16 v.

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

19 *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]

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

Preliminary Approval Hearing:
 Date: May 15, 2026
 Time: 10:30 a.m.
 Dept: C-68

Action Filed: August 28, 2023

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Jacqueline Maldonado’s (hereinafter “Plaintiff”) Motion for
3 Preliminary Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of
4 John G. Yslas, the Declaration of Jacqueline Maldonado, and the Class Action and PAGA
5 Settlement Agreement (“Settlement Agreement”), and good cause appearing, the Court finds
6 and HEREBY ORDERS THE FOLLOWING:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Ruhnau Clarke
11 Architects (“Defendant”), attached to the Declaration of John G. Yslas in Support of Plaintiff’s
12 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given Final Approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and Final
16 Approval by this Court. The Court notes that Defendant has agreed to a Gross Settlement
17 Amount of \$495,000.00 (Four Hundred Ninety-Five Dollars and Zero Cents) to cover (a)
18 settlement payments to Participating Class Members who do not submit a valid and timely
19 Request for Exclusion from the Settlement; (b) a \$22,500.00 (Twenty-Two Thousand Five
20 Hundred Dollars and Zero Cents) allocation toward PAGA Penalties under the California
21 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$16,875.00) will be paid to
22 California’s Labor & Workforce Development Agency (“LWDA”) and 25% of which
23 (\$5,625.00) will be paid to Aggrieved Employees; (c) a Class Representative Service Payment
24 of up to \$10,000.00 (Ten Thousand Dollars and Zero Cents) to Plaintiff; (d) Class Counsel’s
25 Fees Payment not to exceed one third (1/3) of the Gross Settlement Amount, which is currently
26 estimated to be \$165,000.00 (One Hundred Sixty-Five Thousand Dollars and Zero Cents), and
27 up to \$10,000.00 (Ten Thousand Dollars and Zero Cents) in costs for actual litigation expenses
28 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$5,500.00 (Five

1 Thousand Five Hundred Dollars and Zero Cents).

2 3. The Court preliminarily finds that the terms of the Settlement appear to be within
3 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
4 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
5 fair and reasonable to the Class Members when balanced against the probable outcome of further
6 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
7 significant informal discovery, investigation, research, and litigation have been conducted such
8 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
9 (3) Settlement at this time will avoid substantial costs, delay, and risks that would be presented
10 by the further prosecution of the litigation; and (4) the Settlement has been reached as the result
11 of intensive, serious, and non-collusive negotiations between the Parties with the assistance of
12 a well-respected class action mediator. Accordingly, the Court preliminarily finds that the
13 Settlement Agreement was entered into in good faith.

14 4. A Final Approval Hearing on the question of whether the proposed Settlement,
15 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the LWDA
16 PAGA Payment for its share of the settlement of claims for penalties under PAGA, and the
17 Class Representative Service Payment should be finally approved as fair, reasonable and
18 adequate as to the Class Members is hereby set in accordance with the Implementation Schedule
19 set forth below.

20 5. The Court provisionally certifies for settlement purposes only the following class
21 (the "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-
22 exempt employee at any time during the Class Period."

23 6. "Class Period" means August 28, 2019, through November 19, 2024.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 8. The Court appoints as Class Representative, for settlement purposes only,
5 Plaintiff Jacqueline Maldonado. The Court further preliminarily approves Plaintiff's ability to
6 request an Enhancement Award of up to \$10,000.00.

7 9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
8 Mohamed Bholat, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as
9 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request a
10 Class Counsel Fees Payment of up to one third (1/3) of the Gross Settlement Amount (currently
11 estimated to be \$165,000.00), and a Class Counsel Litigation Expenses Payment not to exceed
12 \$10,000.00 and paid from the Gross Settlement Amount.

13 10. The Court appoints Apex Class Action as the Settlement Administrator with
14 reasonable Administration Costs estimated not to exceed \$5,500.00.

15 11. The Court approves, as to form and content the Class Notice, attached to the
16 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
17 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
18 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
19 thereto.

20 12. The related PAGA Action, San Diego County Superior Court Case No. 37-2024-
21 00027674, shall be consolidated with this Class Action for settlement purposes. This Class
22 Action shall be the lead case.

23 13. The Parties are ordered to carry out the Settlement according to the terms of the
24 Settlement Agreement.

25 14. Any Class Member who does not timely and validly request exclusion from the
26 Settlement may object to the Settlement Agreement.

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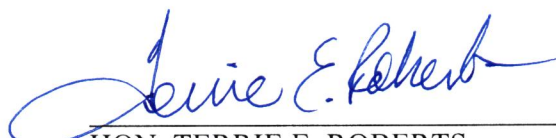
15. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	20 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	<u>8/21</u> , 2026, at <u>10:30</u> a.m./p.m. in Dept. C-68 of the above-referenced court.

16. The Court further ORDERS that, pending further Order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

IT IS SO ORDERED.

DATE: 8/15/26



HON. TERRIE E. ROBERTS
JUDGE OF THE SUPERIOR COURT