

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
3 Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
4 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Daniela Garibay

8 *[Additional counsel listed on next page]*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 DANIELA GARIBAY, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 vs.

15 PACIFIC STEEL GROUP, a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. CIVDS2011129

Assigned to the Hon. Christian Towns

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: April 22, 2025

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: May 29, 2020

Trial Date: None Set

Larry W. Lee (State Bar No. 228175)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (CBN 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Attorneys for Plaintiff Darren Morris

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327154)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs Brandon Gay and Israel Berber

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8

6
7
8

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All current and former non-exempt workers
26 employed by Defendant in the State of California and worked at least one day during the period from
27 April 6, 2016 to July 11, 2024.

28 11. Plaintiffs Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber are adequate

1 and suitable representatives and are hereby appointed the Class Representatives for the Settlement Class.
2 The Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
3 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
4 the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
7 all claims arising out of their employment with Defendant.

8 13. The Court finds that the attorneys at Capstone Law APC; Diversity Law Group, P.C.;
9 the Law Offices of Choi & Associates, PLC; Polaris Law Group; Hyun Legal, APC; and Lawyers for
10 Justice, PC have the requisite qualifications, experience, and skill to protect and advance the interests of
11 the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical
12 obligations attendant to the position of Class Counsel, and hereby appoints counsel as Class Counsel.

13 14. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and
15 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid
16 to PAGA Members.

17 15. The Court hereby awards \$1,225,000 in attorneys' fees and \$100,000 in costs and
18 expenses to Class Counsel. The award of attorneys' fees and costs will be divided as follows: (a)
19 \$408,333.34 in attorneys' fees and \$26,427.26 in litigation costs to Capstone Law APC; (b) \$408,333.33
20 in attorneys' fees and \$22,882.62 in litigation costs to Diversity Law Group, P.C., Polaris Law Group,
21 Hyun Legal, APC, and Law Offices of Choi & Associates; and (c) \$408,333.33 in attorneys' fees and
22 \$28,924.36 in litigation costs to Lawyers for Justice, PC.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$32,550 to ILYM Group, Inc.

25 17. All Class Members were given a full and fair opportunity to participate in the Approval
26 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
27 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
28 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
2 Members have released and forever discharged the Released Parties for any and all Released Class
3 Claims during the Class Period:

4 All claims, rights, demands, liabilities, and causes of action, reasonably arising
5 from, or reasonably related to, the same set of operative facts as those set forth in
6 the Second Amended Complaint during the Class Period, including: (a) all claims
7 for unpaid overtime; (b) all claims for meal and rest break violations and failure to
8 pay premiums in lieu thereof; (c) all claims for unpaid minimum wages; (d) all
9 claims for the failure to timely pay wages upon termination; (e) all claims for the
failure to reimburse necessary business expenses; (f) all claims for the failure to
timely pay wages during employment; (g) all claims for wage statement violations;
(h) all claims for the failure to timely pay wages during employment, (i) all claims
for failure to maintain accurate records; and (j) all claims asserted through
California Business & Professions Code §§ 17200, *et seq.*

10 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
11 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

12 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
13 were brought or could reasonably have been brought based on the same facts
14 alleged in Plaintiffs' LWDA letters during the PAGA Period including but not
15 limited (a) all claims for unpaid overtime; (b) all claims for meal and rest break
16 violations and failure to pay premiums in lieu thereof; (c) all claims for unpaid
17 minimum wages; (d) all claims for the failure to timely pay wages upon
18 termination; (e) all claims for the failure to reimburse necessary business expenses;
19 (f) all claims for the failure to timely pay wages during employment; (g) all claims
20 for wage statement violations; and (h) all claims for failure to maintain accurate
21 records.

22 19. Judgment in this matter is entered in accordance with the above findings. Without
23 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the
24 above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating
25 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
26 herein.

27 20. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
28 completion of settlement administration activities no later than February 6, 2026, as well as an amended
judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The
State Bar of California.

21. The Court sets a compliance hearing for _____ at _____, at which
time the Court will consider evidence that the distribution process is complete and that a final accounting

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

may be approved.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Hon. Christian Towns
San Bernardino County Superior Court Judge

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. My electronic address is Stacy.Winberg@capstonelawyers.com.

On **March 28, 2025**, I served the document(s) described as:
[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☐ to interested parties as follows [or] ☒ as stated on the attached service list:

Tyler M Paetkau (SBN 146305)
tyler.paetkau@procopio.com
Olga Savage (SBN 252009)
Olga.savage@procopio.com
Lindsay David
Lindsay.David@procopio.com
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
1117 S California Avenue, Suite 200
Palo Alto, CA 94304
Telephone: (650) 645-9000

Attorneys for Defendant Pacific Steel Group

Arman Marukyan
arman@calljustice.com
LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203

Dennis Hyun
Dhyun@hyunlegal.com
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071

Edward.Choi
Edward.Choi@choiandassociates.com
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

Larry W. Lee
lwlee@diversitylaw.com
515 S. Figueroa St., Suite 1250

Los Angeles, California 90071

William L. Marder
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023

Attorneys for Plaintiffs Brandon Gay, Israil Berber, and Darren Morris

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- ☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **March 28, 2025**, at Los Angeles, California.

Stacy Winberg
Type or Print Name

/s/ Stacy Winberg
Signature