

Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
Orlando Villalba (SBN 232165)  
Orlando.Villalba@capstonelawyers.com  
Helga Hakimi (SBN 257381)  
Helga.Hakimi@capstonelawyers.com  
Roxanna Tabatabaee pour (SBN 260187)  
Roxanna.Taba@capstonelawyers.com  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

Attorneys for Plaintiff Donald Garner

David Winston (SBN 301667)  
david@employmentlitigators.com  
WINSTON LAW GROUP, P.C.  
1880 Century Park E, Suite 511  
Los Angeles, California 90067  
Telephone: (424) 288-4568  
Facsimile: (424) 532-4062

Attorneys for Plaintiff Ajax Velasco Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF PLACER

DONALD GARNER and AJAX VELASCO  
GARCIA, individually, and on behalf of other  
members of the general public similarly situated,

Plaintiff,

vs.

ERICKSON FRAMING CA LLC, a Delaware  
limited liability company; ERICKSON  
BUILDING COMPONENTS LLC, a Delaware  
limited liability company;  
and DOES 1 through 10, inclusive,

Defendants.

Case No.: S-CV-0046287

Motion assigned to the Hon. Trisha Hirashima

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

Date: May 16, 2023  
Time: 8:30 a.m.  
Place: Department 31

Filed - 07/06/2023

Electronically filed by Superior Court of California  
County of Placer on 07/06/2023  
Jake Chatters, Clerk of the Court  
By J. Bunday Deputy Clerk

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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 Defendants or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants  
21 or 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 Defendants or any of the other Released Parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendants  
26 Erickson Framing CA LLC; Erickson Building Components LLC; and Erickson Framing Operations  
27 LLC as non-exempt employees in the State of California at any time from February 26, 2017 through  
28 November 22, 2022.

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

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

9           13.     The Court finds that the attorneys at Capstone Law APC and Winston Law Group, P.C.  
10 have the requisite qualifications, experience, and skill to protect and advance the interests of the  
11 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations  
12 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Winston Law  
13 Group, P.C. as counsel for the Settlement Class.

14           14.     The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby  
15 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce  
16 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to  
17 Aggrieved Employees.

18           15.     The Court hereby awards \$2,100,000 in attorneys' fees and \$21,200.42 in costs and  
19 expenses to Capstone Law APC and Winston Law Group, P.C. The Court finds that the requested award  
20 of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the  
21 common fund created by the settlement. The award of attorneys' fees and costs will be divided as  
22 follows: (i) \$1,050,000 in attorneys' fees and \$11,182.28 in litigation costs to Capstone Law APC; and  
23 (ii) \$1,050,000 in attorneys' fees and \$10,018.14 in litigation costs to Winston Law Group, P.C.

24           16.     The Court approves settlement administration costs and expenses in the amount of  
25 \$21,750 to CPT Group, Inc.

26           17.     All Class Members were given a full and fair opportunity to participate in the Approval  
27 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
28 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed

1 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
2 shall be forever binding on all Participating Class Members. These Participating Class Members have  
3 released and forever discharged the Released Parties for any and all Released Class Claims:

4 Any and all causes of action, claims, rights, damages (including punitive, statutory  
5 or liquidated damages), penalties, liabilities, restitution, attorneys' fees, costs,  
6 expenses, interest and losses alleged in the operative Complaints in the Actions or  
7 which could reasonably have been alleged in the operative Complaints in the  
8 Actions under federal, state, local or common law or at equity, based on the facts  
9 alleged in the operative Complaints during the Class Period, including: (i) all  
10 claims for unpaid overtime; (ii) all claims for unpaid minimum wages; (iii) all  
11 claims for meal and rest break violations; (iv) all claims for the failure to timely  
12 pay wages during employment or upon termination based on the preceding claims;  
13 (v) all claims for the failure to reimburse for necessary business expenses; (vi) all  
14 claims for reporting time violations; (vii) all claims for wage statement violations  
15 based on the preceding claims; and (ix) all claims asserted through California  
16 Business & Professions Code §§ 17200, *et seq.*

17 18. Additionally, all Aggrieved Employees and the LWDA have released and forever  
18 discharged the Released Parties for any and all Released PAGA Claims: All claims for PAGA civil  
19 penalties that were brought, or could have been brought, based on the facts alleged in Plaintiffs' letters to  
20 the California LWDA during the PAGA Period and the facts alleged in the operative complaints or  
21 which could reasonably have been alleged based on those facts.

22 19. Judgment in this matter is entered in accordance with the above findings.

23 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
24 continuing jurisdiction over the above-captioned action and the parties, including all Participating  
25 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

26 21. This document shall constitute a judgment (and separate document constituting said  
27 judgment) for purposes of California Rules of Court, Rule 3.769(h).

28 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



Dated: 07/06/2023

/s/ Hon. Trisha Hirashima

Hon. Trisha Hirashima  
Placer County Superior Court Judge