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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JUAN DORANTES MIRANDA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

C M C STEEL FABRICATORS, INC., dba
CMC REBAR, a Texas corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2511003

*[Assigned for all purposes to the Hon. Wilfred J.
Schneider, Jr., Dept. S32]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: August 27, 2026
Time: 8:30 a.m.
Dept.: S32

Action Filed: April 17, 2025
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiff Juan Dorantes Miranda (“Plaintiff”) for Settlement Approval of
3 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs,
4 and Representative Enhancement Payment, came on regularly for hearing before this Court on
5 August 27, 2026, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as
6 Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion, entered into
7 between Plaintiff and Defendant C M C Steel Fabricators, Inc., dba CMC Rebar (“Defendant”),
8 and the documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court
11 hereby makes a final ruling pursuant to Labor Code § 2699(s)(2) that the proposed Settlement
12 Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length
13 negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS
14 Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private Attorneys
15 General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment,
16 and HEREBY ORDERS as follows:

17 1. The “Aggrieved Employees” will be defined as: “all non-exempt employees who
18 worked for Defendant in California during the PAGA Period.”

19 2. The “PAGA Period” shall be April 17, 2024 to April 30, 2026.

20 3. The “Effective Date” is defined as the date by which both of the following have
21 occurred: (a) the Court enters this Judgment on its Order approving this PAGA Settlement; and
22 (b) the later of: (i) the date sixty (60) days after the entry of this Final Judgment and Order, if no
23 motions for reconsideration and no appeals or other efforts to obtain review have been filed; or
24 (ii) in the event that a motion for reconsideration, an appeal or other effort to obtain review of this
25 Final Judgment and Order, the date sixty (60) days after such reconsideration, appeal or review
26 has been finally concluded.

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1 4. The Court hereby approves the Settlement as set forth in the PAGA Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA
3 Settlement Agreement according to its terms.

4 5. The Court orders that Defendant will pay the Gross Settlement Amount of
5 \$265,668.00 to the Settlement Administrator according to the payment terms defined in the
6 PAGA Settlement Agreement.

7 6. The Court hereby approves, as to form and content, the Notice of PAGA
8 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
9 Mail to the Aggrieved Employees in English and Spanish along with the Individual PAGA
10 Payments.

11 7. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
12 Administrator.

13 8. Within ten (10) business days after the Effective Date, Defendant will provide the
14 Settlement Administrator with the names, last known mailing addresses, social security numbers,
15 and pay period information during the PAGA Period for all Aggrieved Employees.

16 9. The Settlement Administrator is directed to mail the Individual PAGA Payments,
17 as defined in the PAGA Settlement Agreement, and the PAGA Notice to the Aggrieved
18 Employees within the time limits specified in the Settlement Agreement.

19 10. The Court finds that attorneys’ fees in the total amount of \$92,983.80 and
20 reimbursement of litigation costs of \$26,50.18 to Haines Law Group, APC, is fair, reasonable,
21 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
22 Counsel as provided for in the Settlement Agreement.

23 11. The Court orders that the Settlement Administrator will be paid \$4,500 for all of
24 its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 12. The Court finds that the Plaintiff’s Representative Enhancement Payment in the
26 amount of \$5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the
27 Aggrieved Employees and the State of California. The Court finds that this award is fair,
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reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$88,841.36 (representing 65% of the PAGA civil penalties) and payment to the Aggrieved Employees in the amount of \$47,837.66 (representing 35% of the PAGA civil penalties), pursuant to Labor Code § 2699(m) and as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payments be made to the LWDA and Aggrieved Employees in accordance with the terms of the PAGA Settlement Agreement.

14. The court approves the limited scope of the release contained in the Settlement Agreement. After the Effective Date and after Defendant fully funds the Gross Settlement Amount, the LWDA, State of California, and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant, and any of its past, present, and future parents, subsidiaries, affiliates (including Commercial Metals Company), officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successor, assigns, or legal representatives (the "Released Parties") from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the Operative Second Amended Complaint and Plaintiff's April 17, 2025 and June 1, 2026 PAGA Notices, that arose during the PAGA Period. The Aggrieved Employees other than Plaintiff will not be releasing any underlying Labor Code claims through this Settlement, only PAGA claims.

15. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Honorable Wilfred J. Schneider, Jr.
Judge of the Superior Court