

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
4 CAPSTONE LAW APC
1875 Century Park East, Suite 1860
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Jose Martinez

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SANTA BARBARA**

10 JOSE MARTINEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
11 (“PAGA”), on behalf of the State of California
and other non-party Aggrieved Employees,

12 Plaintiff,

13 v.

14 FIRESTONE WALKER, INC., a California
15 Corporation; and DOES 1 through 10, inclusive,

16 Defendants.

Case No. 23CV03602

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES’ PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: May 26, 2026
Time: 8:30 a.m.
Place: Department 2

Complaint Filed: August 18, 2023
Trial Date: None Set

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
05/26/2026
Angela Braun, Executive Officer
BY Rojas, Hana
Deputy Clerk

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1 Settlement Period for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's
2 wage orders, and/or other provisions of law that were alleged or that could have been alleged in the
3 Action based on the facts alleged in Plaintiff's PAGA Notice and Complaint with respect to the
4 Aggrieved Employees ("Released Claims"). The Released Claims include, but are not limited to, claims
5 for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 204, 210, 226,
6 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 450, 256, 510, 512, 516, 558,
7 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, as well as all applicable Industrial
8 Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for
9 attorneys' fees, costs, or interest resulting therefrom.

10 8. Neither this Order nor the Settlement Agreement (or any other document referred to
11 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
12 admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any
13 claims or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged,
14 against Defendant or the Released Parties. The Settlement Agreement is not a concession by the Parties,
15 and, to the extent permitted by law, neither the Settlement Agreement, on the one hand, nor this
16 Judgment and Order, on the other hand—nor any of their respective terms or provisions, nor any of the
17 negotiations or proceedings connected with them—shall be offered as evidence or received in evidence
18 in any pending or future civil, criminal, or administrative action or proceeding to establish any liability
19 of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Judgment and
20 Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to
21 consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to defend
22 against the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment
23 and Order, on the one hand, and the Settlement Agreement, on the other hand, may be filed in any action
24 by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release,
25 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of
26 claim preclusion, issue preclusion, or similar defense or counterclaim.

27 9. The Court approves the gross settlement amount of \$310,000. After deducting the
28 approved amounts for attorneys' fees and costs, service award, and settlement administration costs, the

1 net settlement amount of \$171,150.70 will be allocated as follows: Seventy-Five Percent (75%), or
2 approximately \$128,363.03, shall be paid to the California Labor and Workforce Development Agency,
3 and the remaining Twenty-Five Percent (25%), or approximately \$42,787.67, shall be paid to Aggrieved
4 Employees.

5 10. The Court hereby awards \$103,333 in attorneys' fees and \$18,016.30 costs to Plaintiff's
6 Counsel, Capstone Law APC.

7 11. The Court approves a Service Award of \$10,000 to Jose Martinez.

8 12. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
9 approves Settlement Administration Costs of \$7,500.

10 13. Plaintiff shall file a declaration from the Settlement Administrator regarding the
11 completion of settlement administration activities no later than February 5, 2027, as well as an amended
12 judgment regarding the distribution of unclaimed residuals to Foodbank of Santa Barbara County. The
13 Court sets a non-appearance compliance hearing for March 2, 2027, at which time the Court will
14 consider evidence that the distribution process is complete and that a final accounting may be approved.

15 14. The terms of the Settlement Agreement, and this Order and Judgment, shall be binding
16 on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs,
17 executors and administrators, successors and assigns, and any other persons or entities acting on their
18 behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all
19 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
20 persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth
21 in the Settlement Agreement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a
22 judgment in a representative action brought by an aggrieved employee under PAGA is binding not only
23 on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
24 employee not a party to the proceeding).

25 15. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
26 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-
27 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

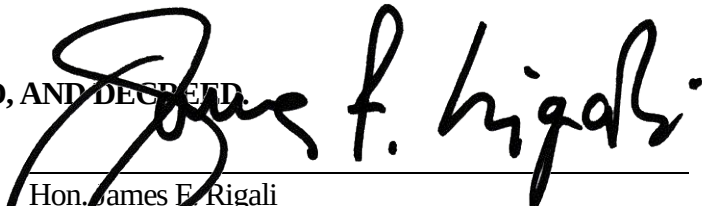
28 16. This document shall constitute a judgment under California Code of Civil Procedure

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section 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 05/26/2026



Hon. James F. Rigali
Santa Barbara County Superior Court Judge