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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEVEON PEPPERS and SHAWN
CANFIELD, individually, and on behalf of other
members of the general public similarly situated,
and as aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

PACIFIC OFFICE AUTOMATION, INC., an
Oregon corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
10/30/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

Case No. 23STCV15273

Assigned to the Hon. Carolyn B. Kuhl

**~~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: October 30, 2025
Time: 10:30 a.m.
Place: Department 12

Complaint Filed: June 29, 2023
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

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 employees
26 who were employed by Defendant in California at any time from July 19, 2019 through December 24,
27 2024.

28 11. Plaintiffs Deveon Peppers and Shawn Canfield are adequate and suitable representatives

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

4 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
5 ~~\$10,000~~ ^{\$7,500.00}, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
6 all claims arising out of their employment with Defendant.

7 13. The Court finds that the attorneys at Capstone Law APC, Hewgill Cobb & Lockard, and
8 Ben Travis Law, APC have the requisite qualifications, experience, and skill to protect and advance the
9 interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and
10 ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC,
11 Hewgill Cobb & Lockard, and Ben Travis Law, APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$70,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$52,500, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$17,500, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$169,789.75 in attorneys' fees and \$22,401.90 in costs and
17 expenses to Capstone Law APC, Hewgill Cobb & Lockard, and Ben Travis Law, APC. The Court finds
18 that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as
19 this; i.e., one-third of the common fund created by the settlement. The award of attorneys' fees and costs
20 will be divided as follows: (a) \$84,894.88 in attorneys' fees and \$9,175.77 in litigation costs to Capstone
21 Law APC; and (b) \$84,894.87 in attorneys' fees and \$13,226.13 in litigation costs to Hewgill Cobb &
22 Lockard and Ben Travis Law, APC.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$7,950 to CPT 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 Any and all claims that were alleged in the Second Amended Complaint, or could
5 have been alleged by reason of or in connection with any matter or fact set forth or
6 referred to in the Second Amended Complaint during the Class Period, including:
7 (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations;
8 (c) all claims for unpaid minimum and regular wages; (d) all claims for the failure
9 to reimburse necessary business expenses; (e) all claims for the failure to timely
10 pay wages upon termination; (f) all claims for the failure to timely pay wages
11 during employment; (g) all claims for wage statement violations; (h) failure to
12 maintain accurate payroll records; and (i) all claims asserted through California
13 Business & Professions Code §§ 17200, *et seq.* Plaintiffs and Participating Class
Members will release Defendant and the Released Parties from all remedies that
could be claimed in connection with the Released Class Claims including but not
limited to statutory, constitutional, contractual damages, unpaid costs, penalties,
punitive damages, interest, attorneys' fees, litigation costs, restitution, and
equitable relief. Participating Class Members do not release any other claims,
including claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social
security, workers' compensation, or claims based on facts occurring outside the
Class Period.

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

16 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
17 were brought or could reasonably have been brought based on the same facts
18 alleged in Plaintiffs' LWDA letters during the PAGA Period, including but not
19 limited to: (a) all claims for unpaid overtime; (b) all claims for meal and rest break
20 violations; (c) all claims for unpaid minimum and regular wages; (d) all claims for
21 the failure to reimburse necessary business expenses; (e) all claims for the failure
to timely pay wages upon termination; (f) all claims for the failure to timely pay
wages during employment; (g) all claims for wage statement violations; and (h)
failure to maintain accurate payroll records. This includes, but is not limited to,
claims for alleged violation of California Labor Code §§ 201-204, 226, 226.7, 510,
512, 516, 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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 under Cal. Civ. Proc. Code §
25 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
26 the terms of the Judgment entered herein.

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

1 22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
2 completion of settlement administration activities no later than June 26, 2026. A non-appearance case
3 review re the filing of the declaration is set for June 30, 2026.

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

5 10/30/2025

6 Dated: _____



7 _____
8 Hon. Carolyn B. Kuhl
9 Los Angeles County Superior Court Judge
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