

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Schmidt vs. In Stepps, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2022-01279489-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order Granting dated 05/29/25, was transmitted electronically by an Orange County Superior Court email server on June 3, 2025, at 4:22:23 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

CAPSTONE LAW APC
HELGA.HAKIMI@CAPSTONELAWYERS.COM

CAPSTONE LAW APC
JOEY.PARSONS@CAPSTONELAWYERS.COM

CAPSTONE LAW APC
ORLANDO.VILLALBA@CAPSTONELAWYERS.COM

CAPSTONE LAW APC
ROXANNA.TABA@CAPSTONELAWYERS.COM

LAWYERS FOR JUSTICE, PC
JOANNA@CALLJUSTICE.COM

LAWYERS FOR JUSTICE, PC
VARTAN@CALLJUSTICE.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@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 Andrea Garcia Schmidt

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ANDREA GARCIA SCHMIDT, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

IN STEPPS, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAY 29 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Case No.: 30-2022-01279489-CU-OE-CXC

Assigned to the Hon. Randall J. Sherman

**[AMENDED PROPOSED] ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: April 25, 2025
Time: 10:00 a.m.
Place: Department CX105

Complaint Filed: September 7, 2022
Trial Date: None Set

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

3. 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. 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 Plaintiff's 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 6. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's 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 7. 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 8. 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 9. The essential monetary terms of the approved Settlement are as follows: A Gross
26 Settlement Amount of \$582,154.45. The Gross Settlement Amount includes: (1) settlement payments to
27 Class Members; (2) \$194,032.08 in attorneys' fees and \$15,799.52 in litigation costs to Class Counsel;
28 (3) Settlement Administration Costs of \$10,750; (4) a \$25,000 settlement of PAGA civil penalties, of

✓
1 which \$18,750 will be paid to the LWDA, and the remaining and the remaining \$6,250 will be paid to
2 all Class Members who worked during the PAGA Period; and (5) a Class Representative Enhancement
3 Payment of \$5,000 to Plaintiff. The total amount that will be payable to all Class Members and PAGA
4 Members if they are paid the amount to which they are entitled pursuant to the judgment is \$337,822.85. ✓

5 10. With the exception of Froilan Cervania, Carlos Vargas Huerta, Melissa Rodriguez, and
6 Rosa Rosales who opted out of the Settlement Class, final approval shall be with respect to: All persons
7 who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time
8 from September 7, 2018 through October 14, 2023.

9 11. Plaintiff Andrea Garcia Schmidt is an adequate and suitable representative and is hereby
10 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
11 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
12 Settlement Class, and that her interests are aligned with those of the Settlement Class.

13 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
14 \$5,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
15 claims arising out of her employment with Defendant.

16 13. The Court finds that the attorneys at Capstone Law APC and Lawyers for Justice, PC
17 have the requisite qualifications, experience, and skill to protect and advance the interests of the
18 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
19 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Lawyers for
20 Justice, PC as counsel for the Settlement Class.

21 14. The settlement of civil penalties under PAGA in the amount of \$25,000 is hereby
22 approved. Seventy-Five Percent (75%), or \$18,750, shall be paid to the California Labor and Workforce
23 Development Agency. The remaining Twenty-Five Percent (25%), or \$6,250, will be paid to PAGA
24 Members.

25 15. The Court hereby awards \$194,032.08 in attorneys' fees and \$15,799.52 in costs and
26 expenses to Class Counsel. The award of attorneys' fees and costs will be divided as follows: (a)
27 \$145,524.06 in attorneys' fees and \$13,956.49 in litigation costs to Capstone Law APC; and (b)
28 \$48,508.02 in attorneys' fees and \$1,843.03 in litigation costs to Lawyers for Justice, PC.

1 16. The Court approves settlement administration costs and expenses in the amount of
2 \$10,750 to CPT Group, Inc.

3 17. All Class Members were given a full and fair opportunity to participate in the Final
4 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
5 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from
6 the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the
7 Court's Order and Judgment shall be forever binding on all Participating Class Members. These
8 Participating Class Members have released and forever discharged the Released Parties for any and all
9 Released Class Claims during the Class Period:

10 All claims, rights, demands, liabilities, obligations, debts, penalties, and causes of
11 action that are asserted in the First Amended Complaint, or that could be asserted
12 based on the facts alleged in the First Amended Complaint, during the Class
13 Period, including: (a) Sections 510 and 1198 (unpaid overtime); (b) Sections 226.7
14 and 512(a) (unpaid meal period premiums); (c) Section 226.7 (unpaid rest period
15 premiums); (d) Sections 1194, 1197, and 1197.1 (unpaid minimum wages); (e)
16 Sections 201 and 202 (final wages not timely paid); (f) Section 204 (wages not
17 timely paid during employment); (g) Section 226(a) (noncompliant wage
18 statements); (h) Section 1174(d) (failure to keep requisite payroll records); (i)
19 Sections 2800 and 2802 (unreimbursed business expenses); (j) California Business
20 & Professions Code sections 17200, *et seq.* (unlawful business practices); (k)
21 Sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 558, 1174.5, 1194,
22 1194.2, 1197, 1197.1, 1198, the corresponding provisions of the applicable Wage
23 Order of the Industrial Wage Commission, including without limitation all related
24 claims for restitution and other equitable relief arising under California Business
25 and Professions Code sections 17200, *et seq.*; and (l) interest on unpaid wages,
26 unpaid wages, attorneys' fees or litigation costs based on the preceding claims.
27 This release shall apply to claims arising during the Class Period.

28 18. Additionally, the LWDA and the State of California shall be deemed to have fully and
29 finally released and discharged the Released Parties from the Released PAGA Claims that arose during
30 the PAGA Period:

31 All claims for civil penalties under the California Labor Code Private Attorneys
32 General Act of 2004 for civil penalties that could have been premised on the facts
33 alleged in Plaintiff's September 7, 2023 PAGA Notice to the LWDA and in the
34 Complaint, the First Amended Complaint that Plaintiff must file as a condition of
35 this Settlement (as defined in Paragraph 13) including but not limited to penalties
36 that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204,
37 226(a), 226.7, 510, 512(a), 551, 552 558, 1174(d), 1194, 1197, 1197.1, 1198,
38 2800, 2802 and 2699 and corresponding wage orders.

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

1 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
2 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
3 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
4 the terms of the Judgment entered herein.

5 21. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule
6 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
7 Settlement Administrator's website.

8 22. The court sets a Final Report Hearing for March 27, 2026 at 10:00 a.m. At least 16 days
9 before the Final Report Hearing date, Class Counsel must file a summary accounting of the distribution
10 of the settlement funds, identifying the distributions made pursuant to this ruling, as well as the number
11 and total amount of any uncashed checks, and the status of any unresolved issues, such as to confirm
12 whether distribution efforts are fully completed, including the distribution of the amount of the uncashed
13 class member and aggrieved employee checks to The Justice Gap Fund maintained by The State Bar of
14 California after 180 days, whether the Administrator's work is complete, and whether the court's file
15 thus may be closed. The parties must report to the Court the total amount that was actually paid to the
16 class members, and submit an Amended Judgment or Amendment to Judgment that complies with CCP
17 §§384(b) and 384.5, and Gov. Code §68520. Specifically, the Amended Judgment or Amendment to
18 Judgment must state how much money is being paid to the non-party, including any interest that accrued
19 on the funds, and, if known, the purpose of the distribution to the non-party and how it plans to expend
20 the funds.

21
22 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

23
24 Dated: _____

5/29/25

25 _____
26 DAVIDA HOFFER
27 Orange County Superior Court Judge
28

PROOF OF SERVICE

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.

On **May 1, 2025**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** 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:

Katherine C. Den Bleyker
Katherine.DenBleyker@barberranen.com
BARBER RANEN, LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Telephone: 213-423-6006

Attorneys for Defendant:
IN STEPPS, INC.

Edwin Aiwarzian
edwin@calljustice.com
Vartan Madoyan
vartan@calljustice.com
LAWYERS FOR JUSTICE, PC
410 West Arden Ave., Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff:
Andrea Garcia Schmidt

☐ **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.

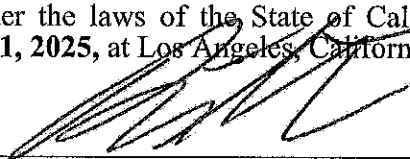
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **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 on **May 1, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature