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Clerk of the Superior Court
By T. Automation , Deputy Clerk

Attorneys for Plaintiffs Daniely Magana Rubio, Yadira Salgado, and Maria Garcia

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

DANIELY MAGANA RUBIO, YADIRA
SALGADO, and MARIA GARCIA on behalf of
others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

vs.

PINNACLE INTERNATIONAL
DEVELOPMENT, INC. and DOES 1 through
50, inclusive,
Defendants.

Case No. 24CL001089C

*Hon. Wendy M. Behan
Dept. 66*

**NOTICE OF ENTRY OF ORDER
GRANTING PAGA ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Action Filed: July 15, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On July 17, 2026, at 10:15 a.m. in this Department, the Court entered the Order
4 Granting Approval of PAGA Action Settlement and Attorneys' Fees and Costs and Entering Judgment
5 attached hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

7 3. A copy of this Notice has been submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: July 24, 2026

Ferraro Vega Employment Lawyers, Inc.

14 

15 Nicholas J. Ferraro
16 Attorney for Plaintiffs

EXHIBIT 1

#29-30

F I L E D
San Diego Superior Court

JUL 17 2026

Clerk of the Superior Court
By: B. Orihuela, Deputy

RECEIVED
~~6/24/2026 3:29:59 PM~~

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

DANIELY MAGANA RUBIO, YADIRA
SALGADO, and MARIA GARCIA on behalf of
others similarly situated and the State of
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PINNACLE INTERNATIONAL
DEVELOPMENT, INC., and DOES 1 through
50, inclusive,

Defendants.

Case No. 24CL001089C

Hon. Wendy M. Behan
Dept. 66

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA ACTION
SETTLEMENT AND ATTORNEYS'
FEES AND COSTS AND ENTERING
JUDGMENT**

Motion for PAGA Approval Hearing:

Date: July 17, 2026

Time: 10:15 a.m.

[Filed concurrently with Plaintiffs' Notice of
Unopposed Motion and Motion for Approval
of PAGA Action Settlement, Plaintiffs'
Memorandum of Points and Authorities,
Declaration of Nicholas J. Ferraro,
Declaration of Plaintiff Daniely Magana
Rubio, Declaration of Plaintiff Yadira
Salgado, and Declaration of Plaintiff Maria
Garcia]

Action Filed: July 15, 2024

1 This matter came on for hearing on July 17, 2026, at 10:15 a.m. in Department 66 of the above-
2 captioned Court, the Honorable Wendy M. Behan presiding, on Plaintiffs Daniely Magana Rubio,
3 Yadira Salgado, and Maria Garcia's ("Plaintiffs) Motion for Approval of PAGA Action Settlement
4 ("Motion").

5 Having received and considered the Motion and supporting papers, including the PAGA
6 Settlement Agreement ("Settlement"), the Declaration of Nicholas J. Ferraro, the Declaration of
7 Plaintiff Daniely Magana Rubio, the Declaration of Plaintiff Yadira Salgado, the Declaration of
8 Plaintiff Maria Garcia, and all other papers submitted in support of the Motion, and for good cause
9 appearing, now FINDS and ORDERS as follows:

10 The Court hereby adopts and uses all defined terms as defined in the Settlement Agreement.

11 Plaintiffs' Motion for Approval of PAGA Action Settlement is **GRANTED** and approved
12 pursuant to California Labor Code section 2699(s)(2). After the Attorneys' Fees, Service Payment,
13 Litigation Costs, and Administration's Expenses are deducted from the Gross Settlement Amount, the
14 Net Settlement Amount is \$19,589.27, of which 75% (\$14,691.95) shall be distributed to the LWDA
15 and the remaining 25% (\$4,897.32) shall be distributed to the PAGA Employees as their share of PAGA
16 penalties.

17 Accordingly, the \$73,000 Gross Settlement Amount shall be distributed as follows:

- 18 1. \$14,691.95 to the Labor and Workforce Development Agency for PAGA penalties;
- 19 2. \$4,897.32 to the PAGA Employees;
- 20 3. \$10,000 to Plaintiff Daniely Magana Rubio as a Service Payment;
- 21 4. \$24,330.90 to Plaintiffs' counsel for Attorneys' Fees;
- 22 5. \$16,579.83 to Plaintiffs' counsel for Litigation Costs; and
- 23 6. *Up to* \$2,500 to the Administrator for the Administration Expenses.

24 Plaintiffs, Defendant, and the Administrator are ordered to carry out the terms of the Settlement
25 in accordance with the Settlement.

26 Effective on the date when Defendant fully funds the Gross Settlement Amount, Defendant and
27 the Released Parties shall be entitled to a full and complete release of the Released Claims from the
28 PAGA Members, LWDA, and State of California, and a full and complete release from Plaintiff. The

1 “Released Claims” for the LWDA, State of California, and PAGA Members are the PAGA claims
2 alleged, and/or could have been alleged, arising out of the facts alleged in Plaintiff’s Complaint and
3 PAGA Notices during the PAGA Period. This includes, without limitation, claims for PAGA penalties
4 predicated on the underlying alleged violations for: (1) failure to pay minimum and other wages
5 (including failure to pay compensation at the correct regular rate of pay); (2) failure to pay overtime
6 wages; (3) failure to pay/provide sick leave; (4) failure to pay vacation wages; (5) provide meal periods;
7 (6) failure to provide rest periods; (7) failure to provide accurate wage statements; (8) failure to timely
8 pay wages upon termination; (9) failure to timely pay wages during employment; (10) failure to
9 maintain accurate records; (11) failure to reimburse business expenses; and (12) retaliation. In addition,
10 Plaintiff shall execute a general release of claims under Section 4.1 of the Settlement.

11 Upon entry of this Order, the Parties and the Administrator shall effectuate all terms of the
12 Settlement based on the provisions and timelines set forth therein and consistent with this Order.

13 Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered
14 thereunder will be construed as an admission or concession by any Party, and shall not be construed
15 as an admission by Defendant in any way that the claims asserted have any merit or that this Action
16 was properly brought as a representative action, and shall not be used as evidence of, or used against
17 Defendant as, an admission or indication in any way, including with respect to any claim of any
18 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation
19 asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor
20 any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
21 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
22 or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
24 wrongdoing, omission, concession or damage. In the event the Settlement does not become effective
25 in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is
26 terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and
27 void, and the Parties shall revert to their respective positions as of before entering into the Settlement,
28 and expressly reserve their respective rights regarding the prosecution and defense of this Action,

1 including all available defenses and affirmative defenses. In such an event, the Court's orders
2 regarding the Settlement, including this Order, shall not be used or referred to in litigation for any
3 purpose. Nothing in this paragraph is intended to alter the terms of the Settlement with respect to the
4 effect of the Settlement if it is not approved.

5 **JUDGMENT**

6 Judgment shall be entered through the filing of this order and judgment. Cal. Code Civ. Proc.
7 Section 668.5. Plaintiffs shall take from the Complaint only the relief set forth in the Settlement
8 Agreement and this Order and judgment. Pursuant to Cal. Code Civ. Proc. Section 664.6, the Court
9 retains jurisdiction over the Parties, their counsel, and the Administrator to enforce the terms of the
10 Settlement and the final order and judgment.

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16 **IT IS SO ORDERED.**

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18 Date: 7/17/26

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20 The Honorable Wendy M. Behan
21 Judge of the Superior Court
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EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 7/17/2026

JUDICIAL OFFICER: WENDY M. BEHAN

CASE NO.: 24CL001089C

CASE TITLE: Rubio vs Pinnacle International Development Inc

Plaintiff's unopposed Motion for Approval of PAGA Settlement is GRANTED. The court will sign the order/judgment at ROA 36.