

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 18 2024

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

DANIELA GARIBAY, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

PACIFIC STEEL GROUP, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVDS2011129

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Assigned to the Honorable Christian Towns in
Dept. S26]

Date: November 18, 2024
Time: 8:30 a.m.
Location: S26

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Attorneys for Plaintiffs Brandon Gay and Israel Berber

1 Plaintiffs Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber (“Plaintiffs” or
2 “Class Representatives”) seek approval of a Class Action and PAGA Settlement by and between
3 Plaintiffs and Defendant Pacific Steel Group (“Defendant”).

4 After engaging in formal written discovery, informal discovery, obtaining the putative
5 class members’ data and performing a damage analysis, the parties engaged in mediation with
6 mediator Deborah Crandall Saxe, Esq. which ultimately resulted in a settlement.

7 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement was heard before
8 this Court on November 18, 2024.

9 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement and
10 Release (“Settlement Agreement” or “Settlement”), the Class Notice and all other papers filed in
11 this action.

12 NOW THEREFORE, IT IS HEREBY ORDERED:

13 1. All defined terms contained herein shall have the same meanings as set forth in the
14 Settlement Agreement;

15 2. The Class Representatives and Defendant, through their counsel of record in the
16 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
17 a whole;

18 3. The Court hereby conditionally certifies the following Class for settlement
19 purposes only:

20 All current and former non-exempt workers employed by Defendant in the State of
21 California and worked at least one day during the Class Period (April 6, 2016,
22 through July 11, 2024)

23 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
24 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
25 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
26 class should be certified in a non-settlement context, as to any action between the Class
27 Representative and Defendant.

28 4. The Court appoints and designates: Plaintiffs Daniela Garibay, Darren Morris,

1 Brandon Gay, and Israel Berber (“Plaintiffs” or “Class Representatives”) as the Class
2 Representatives.

3 5. The Court appoints Capstone Law APC; Diversity Law Group, P.C.; Polaris Law
4 Group; the Law Offices of Choi & Associates, P.C.; Hyun Legal, APC; and Lawyers *for* Justice,
5 PC as Class Counsel. Class Counsel are authorized to act on behalf of the Class with respect to all
6 acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and
7 such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any
8 Class Member may enter an appearance through his or her own counsel at such Class Member’s
9 own expense. Any Class Member who does not enter an appearance or appear on his or her own
10 behalf will be represented by Class Counsel.

11 6. The Court hereby approves the terms and conditions provided for in the Settlement
12 Agreement.

13 7. The Court hereby preliminarily approves the Settlement Agreement and the Gross
14 Settlement Amount in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000)

- 15 a. Attorney’s fees of 35% of the Gross Settlement Amount currently estimated at
16 One Million Two Hundred Twenty Five Thousand Dollars (\$1,225,000);
17 b. Attorney’s costs in the amount of up to One Hundred Thousand Dollars
18 (\$100,000), subject to the Court’s approval;
19 c. Class Representative Enhancement Payments of up to Ten Thousand Dollars
20 (\$10,000), each;
21 d. PAGA allocation of Two Hundred Thousand Dollars (\$200,000) of which
22 Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars
23 (\$150,000) will be paid to the California Labor and Workforce Development
24 Agency (“Labor and Workforce Development Agency Payment”), and Twenty-
25 Five Percent (25%), or Fifty Thousand Dollars (\$50,000) to be disbursed to
26 PAGA Members, and regardless whether they request to be excluded from the
27 Settlement Class; and
28 e. Settlement Administration Costs currently estimated to be Thirty-Two

1 Thousand Five Hundred Fifty Dollars (\$32,550).

2 8. The Court finds that on a preliminary basis the Settlement Agreement appears to be
3 within the range of reasonableness of a settlement, Class Representative Enhancement Payments,
4 Class Counsel attorney's fees and costs, the Settlement Administration Costs, and the allocation of
5 payments to Class Members, that could ultimately be given final approval by this Court. It
6 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as
7 to all potential Class Members when balanced against the probable outcome of further litigation
8 relating to liability and damages issues. It also appears that extensive and costly investigation,
9 research, and court proceedings have been conducted so that counsel for the parties are able to
10 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
11 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
12 be presented by the further prosecution of the Action. It also appears that settlement has been
13 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

14 8. A hearing (the "Final Approval Hearing") shall be held before this Court on
15 4/22/2025 at 8:30 a.m. in Department S26 of the Superior Court of the State of
16 California, County of San Bernardino to determine all necessary matters concerning the
17 Settlement Agreement, including whether the proposed settlement of the action on the terms and
18 conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court, whether a Judgment, as provided in the Settlement Agreement,
20 should be entered herein, and whether Class Counsel's for attorneys' fees and reimbursement of
21 litigation costs and the Class Representatives Enhancement Payments should be awarded.

22 9. The Court hereby approves, as to form and content, the Notice of Class Action
23 Settlement ("Class Notice").

24 10. The Court appoints and designates ILYM Group, Inc. as the Settlement
25 Administrator. The Court hereby orders Defendant to provide the Class List to the Settlement
26 Administrator and Class Counsel within twenty (20) calendar days of Preliminary Approval. The
27 Court directs the Settlement Administrator to provide the approved Class Notice within ten (10)
28 calendar days of receipt of the Class List from Defendant. The Settlement Administrator is further

1 ordered to file with the Court a declaration with copies of any exclusions or objections it received
2 to the proposed settlement concurrently with the filing of the Motion for Final Approval of the
3 Settlement.

4 11. Any Class Member may choose to opt out of and be excluded from the settlement
5 as provided in the Settlement Agreement and Class Notice. Any person who timely and properly
6 opts out of the settlement will not be bound by the Settlement Agreement or have any right to
7 object, appeal, or comment thereon. Any Opt Out request must be in writing and signed by each
8 such Class Member opting out and must otherwise comply with the requirements delineated in the
9 and Class Notice. Class Members who have not requested exclusion by submitting a valid and
10 timely Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the
11 Court, the Settlement Agreement, and Judgment. PAGA members may not opt out of the
12 Settlement.

13 12. Any Class Member may object to and/ or express his or her views regarding the
14 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
15 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to
16 the Settlement Administrator. Any Class Member must make his or her objection in the manner
17 provided for in the Settlement Agreement and Class Notice. Any Class Member that serves a
18 proper written objection does not need to appear at the Motion for Final Approval for that Class
19 Member's objection to be considered. Class Counsel will provide notice to any objecting party of
20 any continuance of the hearing of the Motion for Final Approval by first class mail.

21 13. The Motion for Final Approval shall be filed by the Class Representatives no later
22 than sixteen (16) court days before the Final Approval Hearing.

23 14. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
25 continued, Class Counsel will provide notice to any objecting party of any continuance of the
26 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
27 consider all further applications arising out of or connected with the Settlement Agreement.

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IT IS SO ORDERED.

DATED: 11-18-24

C. Towns
Honorable Christian Towns
Judge of the Superior Court