FILED

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Superior Court of California
County of Tuolumne
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TUOLUMNE

ANDREA OTANEZ VERDUGO individually and on behalf of all others similarly situated,

Plaintiff,

v.

CAPSTONE LOGISTICS, LLC, a Delaware limited liability company with its principal place of business in Georgia, and DOES 1 to 100, inclusive,

Defendant.

Case No.: CV66120

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

Date: September 24, 2026
Time: 8:30 a.m.
Dept.: 3

This matter having come before the Court on Plaintiffs' Motion for Final Approval of Class Settlement and Approval of PAGA Settlement ("Motion") in the above-captioned matter (the "Action") between Plaintiffs Andrea Otanez Verdugo, Corey J. Devine, Jermaine Willis, Sheri King, and Ivan Escobar ("Plaintiffs" or "Class Representatives") and Capstone Logistics, LLC ("Capstone" or "Defendant") (together with Plaintiffs, the "Parties"), as set forth in the Class Action and PAGA Settlement Agreement ("Settlement"), and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, **GRANTS** the Motion and **ORDERS** as follows:

1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Taras Kick in support of the Motion, and all terms used herein shall have the same meaning as set forth in the Settlement.

2. The Court has reviewed the Settlement and finds that the settlement memorialized therein is final, fair, reasonable, binding, and adequate and meets the requirements for Final Approval. The Settlement appears to be reasonable in light of the risks inherent in continuing with litigation. The Court also notes that the Settlement is a non-reversionary one where no money will be returned to the Defendant and was the product of arm's length negotiations involving experienced counsel and a mediator.

3. The Court finds that the settlement class, as defined in the Settlement ("Settlement Class"), meets all the requirements for certification of a class, for settlement purposes only, under California Rule of Court ("CRC") 3.769 and applicable case law. Accordingly, the Court certifies the Settlement Class, which is defined as follows:

> [A]ll current or former employees who worked for Capstone within the State of California in a non-exempt position at any time from August 1, 2019, through and including July 25, 2025.

4. The Court reaffirms that the PAGA component of the Settlement shall bind the State of California and Aggrieved Employees. The Aggrieved Employees are defined as "all current and former employees who worked for Capstone within the State of California in a non-exempt position at any time from August 1, 2019, through July 25, 2025."

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5. The Court, solely for purposes of this Settlement, finds that the members of the Settlement Class are so numerous that joinder of all members would be impracticable, that the litigation and proposed Settlement raise issues of law and fact common to the claims of the Settlement Class Members, and these common issues predominate over any issues affecting only individual members of the Settlement Class, that the claims of Plaintiffs are typical of the claims of the Settlement Class, that in prosecuting this Action and negotiating and entering into the Settlement, Plaintiffs and their counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement, and that a class action is superior to other methods available for adjudicating the controversy.

6. The Court reaffirms its appointment, for settlement purposes only, of Plaintiffs Andrea Otanez Verdugo, Corey J. Devine, Jermaine Willis, Sheri King, and Ivan Escobar as the Class Representatives of the Settlement Class.

7. The Court reaffirms its appointment of Phoenix Class Action Administration Solutions ("Phoenix") to be the Settlement Administrator under the terms of the Settlement Agreement.

8. The Court finds, for settlement purposes only, that Taras Kick of The Kick Law Firm, APC and Larry Lee and Kristen Agnew of Diversity Law Group are qualified and experienced attorneys capable of adequately representing the Settlement Class, and they are finally approved as Class Counsel.

9. This certification of a Settlement Class, under this Order, is for settlement purposes only and shall not constitute, nor be construed as, an admission by the Defendant in this Action that a class is certifiable for any other purpose or that any other proposed class action is appropriate for class treatment pursuant to Section 382 of the California Code of Civil Procedure or any similar statute, rule, or common law. The entry of this Order is without prejudice to the rights of the Defendant to oppose class certification in this Action, should the Settlement not be implemented for any reason, or to terminate the Settlement as provided therein.

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10. The Court finds that the Notice Program administered by Phoenix satisfied the requirements of CRC 3.769(f), constitutional due process, and all other applicable laws; employed the best methods practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto.

11. The following Class Members submitted timely, valid Requests for Exclusion and are therefore excluded from the Settlement Class: Maria Barrera, Robert Ewerling, Reginald McOwens, Jacob Saige, and Antonia Vargas (collectively, "Non-Participating Class Members"). Non-Participating Class Members are deemed to release the Released PAGA Claims and are eligible for an Individual PAGA Payment in accordance with the Settlement Agreement.

12. The Court has reviewed the Objection from Settlement Class Member Angel Barba ("Mr. Barba") and finds it untimely and unmeritorious. Mr. Barba filed his objection on July 29, 2026, two days before the hearing on Plaintiffs' Motion for Final Approval and more than six weeks after the June 15, 2026 deadline to object. Mr. Barba had actual notice of Plaintiff Devine's, Plaintiff Escobar's, and Plaintiff Verdugo's actions at least as early as June 14, 2022. His class notice, which was mailed on May 15, 2026, was not returned to the Administrator or otherwise re-mailed, and the Administrator did not receive any timely opt-outs or objections from him. It is therefore untimely by over six weeks. Additionally, even if the Objection had been filed timely, it completely lacks merit because the proposed Service Awards, attorneys' fees, and litigation expenses are fair and reasonable.

13. Upon entry of this Order, all Settlement Class Members, namely those not expressly excluded in Paragraph 11, are deemed Participating Class Members, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release of the Released Class Claims and Released PAGA Claims, regardless of whether the Participating Class Member actually received the Class Notice, received a Participating Class Member Payment, or objects to the Settlement.

14. The Court dismisses the class claims with prejudice and permanently bars and enjoins all Participating Class Members from filing or prosecuting against Released Parties any of the Released Class Claims. They shall be deemed to have fully, finally, and forever settled and

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released any and all of the Released Class Claims alleged or that could have been alleged in, or are reasonably related to, the Action, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist or heretofore have existed, without regard to the subsequent discovery or existence of different or additional facts. This release shall apply to all Released Class Claims arising at any point prior to the end of the Class Period.

15. Class Counsel are awarded $1,983,333.33 in attorneys' fees and $100,000 in litigation expenses. The Court finds that the awarded amounts of attorneys' fees and litigation expenses are reasonable for the reasons articulated in Plaintiffs' Motion for Final Approval of a Class Action and PAGA Settlement.

16. Class Representative Corey J. Devine is awarded a Service Award of $25,000, and Class Representatives Andrea Otanez Verdugo, Jermaine Willis, Sheri King, and Ivan Escobar are each awarded Service Awards of $10,000 in recognition of their time and effort spent on behalf of the Settlement Class and the risks they undertook in prosecuting the Action.

17. Payment of the administration costs of Phoenix in the amount of $65,950 is approved.

18. PAGA Penalties in the amount of $250,000 are approved (25% to the Aggrieved Employees – $62,500; 75% to the Labor and Workforce Development Agency ("LWDA") – $187,500).

19. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement according to its terms.

20. Plaintiffs are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which the Plaintiff has or may have against the Released Parties ("Plaintiffs' Released Claims"). The Plaintiffs' Released Claims include, but are not limited to, all of the Released Class Claims, the Released PAGA Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et

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seq., and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws; all claims for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. For purposes of Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code. Plaintiffs' Released Claims does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. It also excludes the release of claims not permitted by law.

21. All Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released Class Claims and Released PAGA Claims.

22. All members of the PAGA Representative Group and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

23. The Court hereby enters final approval and judgment by which Participating Class Members and those in the PAGA Representative Group shall be, as of the Effective Date, conclusively determined to have consented to the release of the Released Parties with respect to the Released Class Claims and Released PAGA Claims as set forth in the Settlement and the Class Notice. Participating Class Members and those in the PAGA Representative Group are barred and enjoined from: (a) further litigation in this case; and (b) filing or taking any action directly or indirectly to commence, prosecute, pursue, or participate in an individual or class action or collective action basis any action, claim, or proceeding against Defendant in any forum based on

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any of the claims released in the Settlement, or taking any steps that in any way would prevent any such claims from being extinguished.

24. The Court dismisses the PAGA claims with prejudice and permanently bars and enjoins all members of the PAGA Representative Group and the LWDA from filing or prosecuting against Released Parties any of the Released PAGA Claims. They shall be deemed to have fully, finally, and forever settled and released any and all of the PAGA Released Claims alleged or that could have been alleged in, or are reasonably related to, the Action, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist or heretofore have existed, without regard to the subsequent discovery or existence of different or additional facts. This release shall apply to all PAGA Released Claims arising at any point prior to the end of the Class Period.

25. After entry of this Final Approval Order and Judgment, pursuant to California Rule of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

26. By means of this Final Approval Order and Judgment, final judgment is entered as defined in section 577 of the Code of Civil Procedure, binding each Settlement Class Member, each Aggrieved Employee, and the State of California and operating as a full release and discharge of the Released Class Claims and Released PAGA Claims.

27. A report concerning distribution of the Gross Settlement Amount and a proposed amended judgment that complies with Code of Civil Procedure section 384 shall be filed with the Court by June 4, 2027. A settlement compliance hearing is set for June 11, 2027, at 1:30PM.

28. The Motion is GRANTED.

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29. This Order amends the Order and Judgment previously entered on September 24, 2026 in this matter.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 10-12-2026

HON. DAVID C. BEYERSDORF
SUPERIOR COURT JUDGE

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PROOF OF ELECTRONIC SERVICE

Verdugo v. Capstone Logistics. LLC
Tuolumne County Superior Court, No. CV66120

I, Ashley Dale, hereby declare: I am employed in the County of Tuolumne; my business address is 32 N. Washington Street, Sonora, California 95370. I am over the age of 18 years and not a party to the foregoing action. On October 12, 2026, I served the foregoing **[PROPOSED] AMENDED ORDER AND JUDGEMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by electronic service on today's date to the e-mail addresses of the parties as set forth below in accordance with Code of Civil Procedure §1005(e) and §1010.6(e) and/or based on a court order or an agreement of the parties to accept electronic service.

Parties Served:

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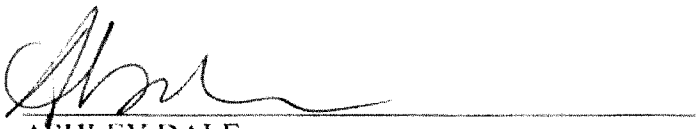
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this document was executed on October 12, 2026, in Sonora, California.



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