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

FEB 26 2026

BY Valerie Uruena
VALERIE URUENA, DEPUTY

Attorneys for Plaintiffs Desirae Torres and Saul Lima

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

DESIRAE TORRES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

GH DAIRY, an unknown business entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2028215

Assigned to the Hon. Kevin C. Lee

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: February 26, 2026

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: December 2, 2020

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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.
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 persons who worked for Defendant as non-
26 exempt employees in the State of California at any time during the period from December 2, 2016
27 through January 30, 2025.

28 11. Plaintiffs Desirae Torres and Saul Lima are adequate and suitable representatives and are

1 hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'
2 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
3 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 \$5,000, each, for their service on behalf of the Settlement Class, and General Release Payments of
6 \$10,000, each, for agreeing to general releases of all claims arising out of their employment with
7 Defendant.

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

12 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$848,703.49 in attorneys' fees and \$51,401.62 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
20 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly
21 rates are reasonable, and the multiplier is warranted under the circumstances.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$11,000 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 and Judgment shall be forever binding on all Participating Class Members. These Participating Class

Members have released and forever discharged the Released Parties for any and all Released Class

Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action that are asserted in the operative Complaint, or that could be asserted based on the facts alleged in the operative Complaint, during the Class Period, including claims for violation of: (a) California Labor Code §§ 510, 558, 1194, and 1198 (unpaid overtime); (b) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 and the corresponding sections of the IWC Wage Orders No. 8-2001 and 13-2001 (unpaid minimum wages); (c) California Labor Code §§ 226.7, 512, 516, 558 and 1198 and the corresponding sections of the IWC Wage Order No. 8-2001 (failure to provide meal periods); (d) California Labor Code §§ 226.7, 516, and 1198 and the corresponding sections of the IWC Wage Orders No 8-2001 and 13-2001 (failure to authorize and permit rest periods); (e) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (f) California Labor Code § 227.3 (failure to pay vested vacation time and paid time off upon termination); (g) California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (h) California Labor Code § 204 (failure to timely pay wages during employment); (i) California Labor Code § 2802 (unreimbursed business expenses); (j) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices) based on the preceding claims; and (k) California Business & Professions Code sections 17200, *et seq.* (unfair business practices) based on the preceding claims.

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letters during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: FEB 26 2026



Hon. Kevin C. Lee
San Bernardino County Superior Court Judge