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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 DENNIS SANTOS, on behalf of himself, all
17 others similarly situated, and on behalf of the
general public,

18 Plaintiff,

19 vs.

20 TRIUMPH PROTECTION GROUP, INC., a
21 California corporation; and DOES 1 through 10,
inclusive,

22 Defendants.
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Case No. 34-2022-00326193-CU-OE-GDS

Assigned to the Hon. Jill H. Talley

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

Date: July 17, 2026
Time: 9:00 a.m.
Place: Department 8A

Complaint Filed: September 2, 2022
FAC Filed: October 26, 2022
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
07/29/2026
T. Shaddix, Deputy

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement (“Motion”). Due and adequate notice having been given to Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed the Motion, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby **ORDERED AS FOLLOWS**:

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 conducted by Plaintiff’s Counsel; that the settlement is the result of serious, informed, adversarial, and

1 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
9 which the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendant or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendant or any of the other Released Parties.

24 10. Final approval shall be with respect to: All persons who worked for Defendant as non-
25 exempt, hourly employees in the State of California at any time during the Class Period (September 2,
26 2018 through December 31, 2025)

27 11. Plaintiff Dennis Santos is an adequate and suitable representative and is hereby
28 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment

1 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
2 Settlement Class, and that his interests are aligned with those of the Settlement Class.

3 12. The Court hereby awards a Class Representative Service Payment of \$5,000 to Dennis
4 Santos for his service on behalf of the Settlement Class and the risks he took in bringing the action on
5 behalf of the class, and a General Release Payment of \$10,000 for a general release of all claims he may
6 have against Defendant.

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

12 14. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$233,333 in attorneys' fees and \$32,515 in costs and expenses
17 to Capstone Law APC and the Law Offices of Mark Yablonovich. The Court finds that the requested
18 award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of
19 the common fund created by the settlement. The award of attorneys' fees and costs will be divided as
20 follows: (a) \$41,670.49 in attorneys' fees and \$247.09 in litigation costs to Capstone Law APC; and (b)
21 \$191,662.51 in attorneys' fees and \$32,267.91 in litigation costs to the Law Offices of Mark
22 Yablonovich.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$14,750 to Phoenix Settlement Administrators.

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

1 and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date,
2 these Participating Class Members have released and forever discharged the Released Parties for any and
3 all Released Class Claims during the Class Period:

4 All claims, rights, demands, liabilities, and causes of action that are alleged in the
5 operative Complaint, or which reasonably could have been alleged based on the
6 same facts alleged in the operative Complaint, including claims for violation of:
7 (1) California Labor Code §§ 510 and 1198 (failure to pay overtime wages); (2)
8 California Labor Code §§ 224, 1182.12, 1194, 1197, 1197.1, and 1198 (failure to
9 pay minimum wages); (3) California Labor Code §§ 226.7, 512(a), and 1198
10 (failure to provide and properly record meal periods); (4) California Labor Code
11 §§ 226.7 and 1198 (failure to provide rest periods); (5) California Labor Code §§
12 233, 246, 248.2, and 248.5 (failure to provide sick pay); (6) California Labor Code
13 §§ 226(a), 1174(d), and 1198 (failure to provide accurate wage statements,
14 accurate and complete payroll records, and timekeeping records); (7) California
15 Labor Code § 204 (failure to timely pay wages during employment); (8) California
16 Labor Code §§ 201, 202, 203 (failure to timely pay upon termination); (9)
17 California Labor Code § 223 (secret underpayment of wages); (10) California
18 Labor Code §§ 2800 and 2802 (failure to reimburse necessary business expenses);
19 and (11) California Business & Professions Code §§ 17200, *et seq.*

13 18. Additionally, upon the Funding Date, all PAGA Members and the LWDA have released
14 and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA
15 Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or
16 could reasonably have been alleged based on the same facts alleged in Plaintiff's LWDA letter or in
17 Plaintiff's operative Complaint as the Twelfth Cause of Action during the PAGA Period.

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

19 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
20 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
21 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the
22 terms of the Judgment entered herein.

23 21. This document shall constitute a judgment (and separate document constituting said
24 judgment) for purposes of California Rules of Court, Rule 3.769(h).

25 22. The Court sets Settlement Compliance Review hearings for January 15, 2027, July 16,
26 2027, and January 14, 2028, at 9:00 a.m. in Department 8A, or as otherwise directed by the Court. No
27 later than fifteen (15) calendar days before each review hearing, Plaintiff shall file a status report
28 confirming Defendant's compliance with its installment funding obligations, identifying the amount of

1 the Gross Settlement Amount funded to date, and advising the Court of any issues affecting
2 implementation of the Settlement.

3 23. The Court further sets a Final Accounting Hearing for November 10, 2028, at 9:00 a.m.
4 in Department 8A, at which time the Court will consider evidence that the Gross Settlement Amount has
5 been fully funded, all settlement payments have been distributed, the 180-day check-cashing period has
6 expired, any required redistribution or cy pres distribution has been completed, and settlement
7 administration has otherwise been concluded. Plaintiff shall file a declaration from the Settlement
8 Administrator regarding the completion of settlement administration activities, together with a final
9 accounting, no later than fifteen (15) calendar days prior to the hearing.

10
11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

12 Dated: 07/29/2026



13 *Jill Talley*
14 Hon. Jill H. Talley
15 Sacramento County Superior Court Judge
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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 1860 Los Angeles, California 90067.

On **June 24, 2026**, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION 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:

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[X] **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.

[X] **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 **June 24, 2026**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature