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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN JOAQUIN**

11 RHIANA DURANTE, as an aggrieved  
employee pursuant to the Private Attorneys  
12 General Act ("PAGA"), on behalf of the State of  
California and other non-party Aggrieved  
13 Employees,

14 Plaintiff,

15 vs.

16 BIG LEAGUE DREAMS MANTECA, LLC, a  
California limited liability company; BIG  
17 LEAGUE DREAMS CATHEDRAL CITY,  
LLC, a California limited liability company;  
18 BIG LEAGUE DREAMS CHINO HILLS,  
LLC, a California limited liability company;  
19 BIG LEAGUE DREAMS JURUPA, LLC, a  
California limited liability company; BIG  
20 LEAGUE DREAMS PERRIS, LLC, a  
California limited liability company; BIG  
21 LEAGUE DREAMS REDDING, LLC, a  
California limited liability company; BIG  
22 LEAGUE DREAMS SPORTS, LLC, a  
California limited liability company; BIG  
23 LEAGUE DREAMS USA, LLC, a California  
limited liability company; BIG LEAGUE  
24 DREAMS WEST COVINA, LLC, a California  
limited liability company; and DOES 1 through  
25 10, inclusive,

26 Defendants.  
27  
28

Filed MAR 10 2026  
STEPHANIE BOHRER, CLERK

By [Signature] DEPUTY

Case No. STK-CV-UOE-2024-0001461

Assigned to the Hon. George J. Abdallah

BA **PROPOSED ORDER APPROVING THE  
PARTIES' PAGA SETTLEMENT  
AGREEMENT AND JUDGMENT**

Date: January 13, 2026  
January 14, 2026  
January 15, 2026  
January 16, 2026  
January 19, 2026

Time: 9:00 a.m.  
Place: Department 10A

Complaint Filed: February 6, 2024  
Trial Date: None Set

2/17/26  
3/10/26

1 The Court has received and considered the application of Plaintiff Rhiana Durante as an  
2 aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General  
3 Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Settlement Agreement  
4 ("Settlement"). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement as  
5 follows:

6 1. This Order hereby adopts and incorporates by reference the terms and conditions of the  
7 Settlement. The Court finds that it has jurisdiction over the subject matter of the action and over all  
8 Parties to the action, including all Aggrieved Employees.

9 2. The Court has considered all relevant factors for determining the fairness of the  
10 Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In  
11 particular, the Court finds that the Settlement was reached following meaningful discovery and  
12 investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and  
13 arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair,  
14 adequate, and reasonable.

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

22 4. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair,  
23 reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and  
24 provisions of the Settlement.

25 5. The Settlement is not an admission by Defendants, nor is this Order and Judgment a  
26 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and  
27 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
28 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,

concession, or liability whatsoever by or against Defendants.

6. The Court approves the Gross Settlement Amount of \$440,000. After deducting the approved amounts for attorneys' fees and costs, Plaintiff's Service Award, and Settlement Administration Costs, the net settlement amount of \$264,570.75 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$198,428.06, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately \$66,142.69, shall be paid to Aggrieved Employees.

7. The Court hereby awards \$146,667 in attorneys' fees and \$12,762.25 costs to Plaintiff's Counsel, Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a PAGA action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, hourly rates, and requested multiplier are reasonable.

8. The Court approves a Service Award of \$10,000 to Rhiana Durante.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of \$6,000.

10. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

11. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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

Date

*March 10, 2026*

*George Abdallah*  
Hon. George J. Abdallah

San Joaquin County Superior Court Judge

*Final Approval*

*Hearing: July 16, 2026 9AM.*

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