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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 LUIS CORONA, individually, and on behalf of
11 other members of the general public similarly
situated,

12 Plaintiff,

13 vs.

14 S. P. RICHARDS COMPANY, doing business
in California as, GEORGIA S.P. RICHARDS
15 COMPANY, a Georgia corporation; and DOES
1 through 10, inclusive,

16 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 04 2026

L. Melendrez *LM*

Case No. CVRI2401430

Assigned to the Hon. Harold W. Hopp

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES, COSTS,
AND A CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT AND
JUDGMENT**

Date: January 6, 2026
Time: 8:30 a.m.
Place: Department 1

Complaint Filed: March 15, 2024
Trial Date: None Set

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative
4 Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to
5 Class Members as required by the Court's Order Granting Motion for Preliminary Approval of Class
6 Action and PAGA Settlement ("Preliminary Approval Order"), and the Court having reviewed the
7 Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully
8 informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
13 Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or
14 "Settlement"), filed on August 20, 2025, and attached as Exhibit 1 to the Supplemental Declaration of
15 Raul Perez in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement,
16 together with the definitions and terms used and contained therein.

17 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
18 parties to the action, including all members of the Settlement Class.

19 4. The Class Notice fully and accurately informed Class Members of all material elements
20 of the proposed settlement and of their opportunity to opt out or object,¹ was the best notice practicable
21 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
22 with the laws of the State of California and due process. The Class Notice fairly and adequately
23 described the settlement and provided Class Members with adequate instructions and a variety of means
24 to obtain additional information.

25 5. Class Members were given a full opportunity to participate in the Final Approval

26
27 ¹ The Court notes that two Class Members, Kevin Kim and Gilberto Prudencio Casillas,
28 submitted Objection Forms. However, the Court does not regard their submissions as objections, as their
submissions contain no actual complaints or grievances with the settlement.

1 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
2 Court determines that all Class Members who did not timely and properly opt out of the settlement are
3 bound by this Order.

4 6. The Court has considered all relevant factors for determining the fairness of the
5 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
6 the Court finds that the settlement was reached following meaningful discovery and investigation
7 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
8 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
9 adequate, and reasonable.

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

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

25 9. The Settlement Agreement is not an admission by Defendant S.P. Richards Company
26 ("Defendant") (incorrectly identified in the case caption as "S. P. RICHARDS COMPANY, doing
27 business in California as, GEORGIA S.P. RICHARDS COMPANY, a Georgia corporation") or by any
28 other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing

1 by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any
2 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
3 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of
4 defenses, or liability whatsoever by or against Defendant or any of the other Released Parties.

5 10. Final approval shall be with respect to: All persons who worked for Defendant as non-
6 exempt, hourly paid employees in the State of California at any time from March 15, 2020 through
7 March 9, 2025.

8 11. Plaintiff Luis Corona is an adequate and suitable representative and is hereby appointed
9 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
10 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
11 Class, and that his interests are aligned with those of the Settlement Class.

12 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
13 \$10,000.00 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
14 claims arising out of his employment with Defendant.

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

19 14. The settlement of civil penalties under PAGA in the amount of \$20,000.00 is hereby
20 approved. Seventy-Five Percent (75%), or \$15,000.00, shall be paid to the California Labor and
21 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000.00, will be paid
22 to PAGA Members.

23 15. The Court hereby awards \$125,000.00 in attorneys' fees and \$26,486.48 in costs and
24 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
25 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
26 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
27 fees via their lodestar crosscheck (i.e., the product of reasonable hours and hourly rates).

28 16. The Court approves settlement administration costs and expenses in the amount of

1 \$7,450.00 to CPT Group, Inc.

2 17. All Class Members were given a full and fair opportunity to participate in the Approval
3 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
4 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
5 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
6 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
7 Members have released and forever discharged the Released Parties for any and all Released Class
8 Claims during the Class Period:

9 All claims, rights, demands, liabilities, causes of action and relief asserted in the
10 Action (including any amended complaint), or which reasonably could have been
11 asserted by reason of, or in connection with, any matter or fact set forth or referred
12 to in the Action (including any amended complaint) and ascertained in the course
13 of the Action (including any amended complaint), including, but not limited to,
14 statutory, constitutional, tort, common law, and/or contract claims and associated
15 relief related to alleged failure to pay wages for off-the-clock work, failure to pay
16 minimum wage, failure to incorporate all compensation, including shift differential
17 pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration,
18 into the calculation of the regular rate of pay, failure to properly calculate the
19 regular rate of pay and/or to pay overtime for overtime hours worked, failure to
20 pay meal and/or rest break premium pay, failure to timely pay all wages owed
21 (including but not limited to overtime wages, minimum wages, meal and rest
22 period premiums, and/or vested vacation wages) during employment or on
23 termination of employment, failure to reimburse business expenses and for passing
24 off the cost of doing business and operating costs/expenses onto employees, failure
25 to provide meal periods, failure to authorize and permit rest breaks, improper
reimbursement practices, failure to provide accurate itemized wage statements,
failure to keep accurate payroll records of hours worked, failure to provide written
notice of all material terms of employment, failure to properly calculate paid sick
leave and failure to timely pay all wages owed during employment (including but
not limited to overtime wages, minimum wages, and/or meal and rest period
premiums). This release expressly includes, without limitation, all such claims
arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226(h),
226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512(a),
516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1194(a), 1194.2,
1197, 1197.1, 1198, 1198.5, 2802, 2810, 2810.5, Business & Professions Code §§
17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. §
211(c), and all other state and local wage/hour and wage payment laws, including
wage orders (including, but not limited to, IWC wage order nos. 1, 4, 7, 9 and 17),
and common law theories against the Released Parties up to and including March
9, 2025.

26 18. Additionally, Plaintiff and the LWDA will release the Released PAGA Claims during
27 the PAGA Period:

28 All claims and relief for civil penalties under California Labor Code §§ 2698, *et*

1 *seq.*, that were asserted or could reasonably have been asserted based on any matter
2 or fact set forth or referred to in Plaintiff's Second Amended Complaint and
3 Plaintiff's LWDA letter and ascertained in the course of this Action including, but
4 not limited to claims related to alleged failure to pay wages for off-the-clock work,
5 failure to pay minimum wage, failure to incorporate all compensation, including
6 shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms
7 of remuneration, into the calculation of the regular rate of pay, failure to properly
8 calculate the regular rate of pay and/or to pay overtime for overtime hours worked,
9 failure to pay meal and/or rest break premium pay, failure to timely pay all wages
10 owed (including but not limited to overtime wages, minimum wages, meal and
11 rest period premiums, and/or vested vacation wages) during employment or on
12 termination of employment, failure to reimburse business expenses and for
13 passing off the cost of doing business and operating costs/expenses onto
14 employees, failure to provide meal periods, failure to authorize and permit rest
15 breaks, improper reimbursement practices, failure to provide accurate itemized
16 wage statements, failure to keep accurate payroll records of hours worked, failure
17 to provide written notice of all material terms of employment, failure to properly
18 calculate paid sick leave and failure to timely pay all wages owed during
19 employment (including but not limited to overtime wages, minimum wages,
20 and/or meal and rest period premiums). This release expressly includes, without
21 limitation, all such claims arising under Labor Code §§ 201, 202, 203, 204, 210,
22 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5,
23 248.5, 249, 256, 510, 512(a), 516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5,
24 1182.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5 and §§
25 2698 *et seq.* (Private Attorneys General Act). and IWC wage order nos. 1, 4, 7, 9
26 and 17 and California Code of Regulations Title 8, §§ 11000 *et seq.* based on the
27 preceding claims and relief for civil penalties under California Labor Code §§
28 2698, *et seq.*, that were asserted or could reasonably have been asserted based on
any matter or fact set forth or referred to in Plaintiff's Second Amended Complaint
and Plaintiff's LWDA letter and ascertained in the course of this Action as further
detailed herein.

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).

20. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule
3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
Settlement Administrator's website.

21. The Court sets a compliance hearing for September 3, 2026 at 8:30 a.m., at which time
the Court will consider evidence that the distribution process is complete and that a final accounting may
be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the status of

1 settlement administration activities no later than August 27, 2026.

2 22. Any envelope transmitting a settlement distribution to a Class Member/PAGA Group
3 Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
4 The Settlement Administrator shall mail a reminder postcard to any Class Member whose settlement
5 distribution check has not been negotiated within 60 days after the date of mailing.

6 23. Any settlement distribution check shall be negotiable for 180 days from the date of
7 mailing. If (a) any of the Class Members are current employees of the Defendant, (b) the distribution
8 mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (c) the
9 Settlement Administrator is unable to locate a valid mailing address, the administrator shall arrange with
10 the Defendant to have those distributions delivered to the employees at their place of employment.

11 24. Any checks that are not negotiated upon the expiration of the 180-day time period will
12 be void, and the uncashed funds shall be redistributed to Class Members who did deposit their checks.
13 Those Class Members will then have 90 days to deposit their checks. After the expiration of the 90-day
14 period, any remaining unclaimed funds will be tendered to Riverside Legal Aid: 4129 Main St., Ste. 101
15 Riverside, California 92501.

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

17
18 Dated: February 4, 2026


Hon. Harold W. Hopp
Riverside County Superior Court Judge