

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
GREGORY OKADA (SBN 352303)
gokada@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel: 323-204-3124

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

GRACIANO MACIAS RIOS, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

TRI IEST DAIRY MANAGEMENT, LLC, a
California limited liability company; TRI IEST
DAIRY, LP; a California limited partnership;
RICHARD IEST DAIRY, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: MCV092553

*[Assigned for all purposes to the Hon.
Michael J. Jurkovich]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, AND REASONABLE
ATTORNEYS' FEES AND COSTS**

Complaint Filed: July 26, 2024
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The unopposed motion of Plaintiff Graciano Macias Rios ("Plaintiff") for Settlement
3 Approval of Claims Brought Under the Private Attorneys General Act, and Reasonable
4 Attorneys' Fees and Costs came on regularly for hearing before this Court on June 9, 2026, at
5 8:30 a.m. The Court, having considered the Settlement Agreement (the "Settlement"), attached
6 as Exhibit A to the Declaration of Daniel J. Brown filed ("Brown Decl.") concurrently herewith,
7 recognizing the disputed issues involved in this case, the risks of prosecution, and benefits to be
8 received by the State of California and the Aggrieved Employees pursuant to the Settlement
9 Agreement, hereby makes a final ruling pursuant to Labor Code § 2699(s)(2) that the proposed
10 Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith arm's
11 length negotiations between the Parties. Good Cause appearing therefore, the Court hereby
12 GRANTS Plaintiff's Motion for Settlement Approval of Claims Brought Under The Private
13 Attorneys General Act And For Reasonable Attorneys' Fees And Costs, and HEREBY ORDERS
14 THE FOLLOWING:

15 1. The "Aggrieved Employees" shall be defined as:

16 All current and former non-exempt employees of Defendant Tri Iest Dairy, LP,
17 who performed work in California for Defendant at any time during the PAGA
Period.

18 2. The "PAGA Period" means the time period between July 26, 2023 to December
19 21, 2025.

20 3. The Court hereby approves the Settlement as set forth in the Settlement
21 Agreement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement
22 Agreement according to its terms.

23 4. The Court orders that Defendant shall pay the Gross Settlement Amount of
24 \$95,000.00 to the Settlement Administrator within twenty (20) court days of the date this Order
25 is entered, consistent with the Settlement Agreement and subject to Section I(8) of the Settlement.

26 5. The Court hereby approves, as to form and content, the Notice of Settlement of
27

1 Private Attorneys General Act Claim (Cal. Labor Code § 2698 Et Seq.) substantially in the form
2 attached as **Exhibit A** to the Settlement Agreement, which shall be mailed via First-Class U.S.
3 Mail to the Aggrieved Employees in English and Spanish along with the Individual Settlement
4 Payments no later than twenty (20) court days receipt of the Employee Data from Defendant, as
5 provided for in the Settlement Agreement.

6 6. Within fifteen (15) court days following the initial mailing of the Individual
7 Settlement Payments, the Settlement Administrator will provide an accounting under oath to the
8 Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide an
9 updated accounting under oath within fourteen (14) days following the disbursement of any funds
10 to the Doors of Hopes, located in Madera, California the designated *cy pres*.

11 7. The Court finds that attorneys' fees in the amount of \$33,250.00 for Plaintiff's
12 Counsel, and reimbursement-of-litigation costs of \$11,638.54 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that Settlement Administrator distribute these payments to
14 Plaintiff's Counsel within twenty (20) court days of the date this Order is entered, as provided for
15 in the Settlement Agreement.

16 ~~8. The Court finds that a PAGA representative Service Award of \$2,000.00 to~~
17 ~~Plaintiff is fair and reasonable in recognition of the contributions he has made and the risks he~~
18 ~~undertook on behalf of the Aggrieved Employees and the State of California, and orders that the~~
19 ~~Settlement Administrator distribute this payment to Plaintiff within twenty (20) court days of the~~
20 ~~date this Order is entered, as provided for in the Settlement Agreement.~~

21 9. The Court finds that Settlement Administrator fees and expenses in the amount of
22 \$7,150.00 are reasonable, fair and adequate, and orders that Settlement Administrator distribute
23 this payment to Apex Class Action, LLC within twenty (20) court days of the date this Order is
24 entered, as provided for in the Settlement Agreement.

25 10. The Court finds that the payment to the State of California Labor and Workforce
26 Development Agency ("LWDA") in the amount of \$26,624.95 (representing 65% of the PAGA
27

1 civil penalties under Labor Code § 2699(m)) is fair, adequate, and reasonable, and orders that
2 payment be made to the LWDA as provided for in the Settlement Agreement. The remaining 35%
3 (\$14,336.51) portion to be paid to PAGA Employees shall be paid to all PAGA Employees based
4 on the proportionate number of pay periods worked by each PAGA Employee during the PAGA
5 period.

6 11. The Court approves the limited scope of the PAGA Release, contained in
7 Paragraph 4 of the Settlement Agreement. Upon entry of an Order approving the Settlement and
8 full funding of the Gross Settlement Amount, and except as to the rights and obligations created
9 by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved
10 Employees will be deemed to have knowingly and voluntarily released and forever discharged
11 Defendant Tri Iest Dairy, LP, as well as Defendant's parent corporations, affiliates, subsidiaries,
12 divisions, predecessors, insurers, successors, assigns, and their current and former executive-level
13 employees, attorneys, officers, directors, owners (including but not limited to Danny Iest) and
14 agents thereof, both individually and in their business capacities, and their employee benefit plans
15 and programs and the trustees, administrators, fiduciaries, and insurers of such plans and
16 programs to the full extent permitted by law, of and from the Action and from any and all claims,
17 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act,
18 California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs
19 available under PAGA, based on the factual allegations in the First Amended Complaint and
20 PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime
21 wages, failure to provide compliant meal periods and associated premiums, failure to provide
22 compliant rest periods and associated premiums, failure to timely pay wages during employment,
23 failure to timely pay wages upon termination, failure to provide compliant and accurate wage
24 statements, failure to maintain complete and accurate payroll records, failure to reimburse
25 necessary business-related expenses and costs, in violation of California Labor Code sections 201,
26 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,

1 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage
2 Orders 1-2001, 4-2001, and 8-2001, as well as the alleged claim under Business & Professions
3 Code section 17200 et seq. The release is limited to claims for civil penalties under PAGA during
4 the PAGA Period and does not release the individual claims of the Aggrieved Employees. This
5 release covers all such claims arising during the PAGA Period.

6 12. Upon entry of this Final Order and Judgment and full payment of the Gross
7 Settlement Amount, Plaintiff and the Aggrieved Employees will be forever barred from pursuing
8 any and all of the PAGA Released Claims that arose during the PAGA Period against the
9 Released Parties.

10 13. Without affecting the finality of this Final Order and Judgment in any way, the
11 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
12 of the Settlement Agreement.

13
14 **IT IS SO ORDERED.**

15 Dated: 06/09/2026, 2026

By: 

16 Honorable Michael J. Jurkovich
17 Judge of the Superior Court

18 **The electronic signature and seal on**
19 **this document have the same validity**
20 **and legal force and effect as an original**
21 **signature and court seal. California**
22 **Government Code §68150(g).**