

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com

Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Telephone: (619) 599-8292

LAWYERS for JUSTICE, P.C.

Edwin Aiwarzian (State Bar #232943)
edwin@calljustice.com

Arby Aiwarzian (State Bar #269827)
arby@calljustice.com

Vartan Madoyan (State Bar #279015)
vartan@calljustice.com

450 North Brand Blvd, Suite 900
Glendale, CA 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

Coordination Proceeding
Special Title (Rule 3.550)

Judicial Counsel Coordination Proceeding No.:
5224 Honorable Melissa McCormick

**REBORN CABINETS WAGE AND HOUR
CASES**

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Including Actions:

William Mosing v. Reborn Cabinets, Inc.

Superior Court of California, County of Alameda
No. 21CV001749

Salvador Lozano v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01191829

Salvador Lozano v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01223149

William Mosing, et al. v. Reborn Cabinets, Inc.

Superior Court of California, County of Orange
No. 30-2021-01231360

1 Plaintiffs William Mosing, Salvador Lozano and Dominique Cadilli (“Plaintiffs”) move for
2 approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys
3 General Act (“PAGA”), pursuant to California Labor Code § 2699(s), against Reborn Cabinets, Inc.
4 (“Defendant”).

5 Plaintiffs have exhausted all administrative remedies required to bring the PAGA claims
6 asserted in the above named actions and are authorized to act as a private attorneys general with
7 respect to the PAGA claims being released under the terms of the Private Attorneys General Act
8 Settlement Agreement and Release (“Settlement Agreement”). The California Labor Workforce
9 Development Agency (“LWDA”) was provided with notice of the settlement and the motion for
10 approval of the settlement via its online process and no objection has been received to the settlement
11 or the motion from the LWDA. The Parties seek approval of the settlement of Plaintiffs’ PAGA
12 claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the
13 Settlement Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA
14 Settlement provides for a Gross Settlement Amount in the total sum of \$795,000, which includes
15 the Net Settlement Amount, PAGA Counsel Award in the amount of \$296,091.35, comprised of
16 attorneys’ fees in the amount of \$278,250.00 and reimbursed litigation expenses in the amount of
17 \$17,841.35, Service Award of up to \$10,000 for each of the three Plaintiffs, and a Claims
18 Administration Costs estimated in the amount of \$7,395. The Net Settlement Amount is the amount
19 remaining from the Gross Settlement Amount after the deduction of the Claims Administration
20 Costs, PAGA Counsel Award, and Plaintiff’s Service Award. The Administrator will be Apex
21 Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the extended
22 deadline as provided in the Settlement Agreement, will be transmitted to the State Controller’s
23 Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks.
24 The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement
25 Amount as set forth above.

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties’ motion and approves the
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1 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as “all current and former hourly-paid or non-
4 exempt employees who worked for Defendant in the State of California (“Aggrieved Employees”)
5 at any time between July 21, 2020 and April 20, 2023 (“PAGA Period”). Upon entry of Judgment
6 and funding in full of the PAGA Settlement by Defendant, Defendant's parent companies,
7 subsidiaries, related companies, affiliates, dbas, current and former management companies,
8 shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers,
9 attorneys and any past, present or future officers, directors and employees), predecessors,
10 successors, and assigns (“Released Parties”) shall be entitled to a release from the State of
11 California, the LWDA, and Plaintiffs as to the following claims: any and all claims they have or
12 may have against them at this time and will waive any and all rights they have or may have under
13 California Civil Code§ 1542, and the State of California with respect to Aggrieved Employees will
14 be deemed to have released any and all claims for civil penalties under California Labor Code
15 section 2698, et seq. that were alleged in Plaintiffs' above-referenced L WDA Notices and in their
16 Operative Complaints, or which could have been alleged in said L WDA Notices and Operative
17 Complaints based on the factual allegations therein, arising during the PAGA Period. (“PAGA
18 Released Claims”).

19 Neither the Settlement Agreement nor the settlement contained therein, nor any act
20 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
21 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
22 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
23 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
24 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
25 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
26 this action in any other action that may be brought against it or them in order to support a defense
27 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
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1 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
2 similar defense or counterclaim.

3 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
4 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
6 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
7 the distribution of settlement benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____, 2025
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14 _____
15 THE HONORABLE STEPHEN P. FRECCERO
16 JUDGE OF THE SUPERIOR COURT
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