ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 360465
NAME: Lizeth Marin
FIRM NAME: Blackstone Law, APC
STREET ADDRESS: 8383 Wilshire Blvd, Suite 745
CITY: Beverly Hills STATE: CA ZIP CODE: 90211
TELEPHONE NO.: (310) 622-4278 FAX NO.: (855) 786-6356
EMAIL ADDRESS: lmarin@blackstonepc.com
ATTORNEY FOR *(name)*: Jazmin Flores

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 8303 Haven Avenue
MAILING ADDRESS: 8303 Haven Avenue
CITY AND ZIP CODE: Rancho Cucamonga, California 91730
BRANCH NAME: Civil Division of the Rancho Cucamonga District

PLAINTIFF/PETITIONER: Jazmin Flores
DEFENDANT/RESPONDENT: Yoshimura Research and Development of America, Inc.

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CIVRS2503136

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: November 19, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: November 19, 2026

Lizeth Marin
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Lizeth Marin
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

NOV 19 2026

By Sherri Scott
SHERRI SCOTT, Deputy

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff JAZMIN FLORES, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAZMIN FLORES, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

YOSHIMURA RESEARCH AND DEVELOPMENT OF AMERICA, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No. CIVRS2503136

Honorable Tony Raphael
Department R14

[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, SERVICE AWARD, AND SETTLEMENT ADMINISTRATION COSTS

Date:	November 12, 2026
Time:	9:00 a.m.
Department:	R14
Complaint Filed:	May 5, 2025
Trial Date:	Not Set

ELECTRONICALLY RECEIVED - 8/19/2026 10:04 AM - By: Nancy Liemsithisak, DEPUTY

[PROPOSED] ORDER AND JUDGMENT

On November 12, 2026 at 9:00 a.m. in Department R14 of the above-entitled Court, located at 8303 Haven Avenue, Rancho Cucamonga, California 91730, Plaintiff Jazmin Flores' ("**Plaintiff**") Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Tony Raphael. Blackstone Law, APC appeared on behalf of Plaintiff, and Littler Mendelson, P.C. appeared on behalf of Defendant Yoshimura Research & Development of America, Inc. ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.

2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

5. The individuals covered under the Settlement consist of the following: "All current and former hourly-paid and/or non-exempt employees of Defendant who worked for Defendant in the State of California during the PAGA Period" ("**Aggrieved Employees**"). The "**PAGA Period**" is

defined as the period from March 1, 2024 through February 19, 2026.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code section 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which shall be the Gross Settlement Amount ($260,000.00) less the approved Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs to Phoenix Settlement Administrators ("**Settlement Administrator**"). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA ("**LWDA Payment**") and thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("**Employees' Portion**") in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of $91,000.00 to Plaintiff's Counsel for attorneys' fees, subject to Paragraph 3(a)(6) of the Settlement Agreement. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $18,359.45 to Plaintiff's Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment in the amount of $7,500.00 to Plaintiff for a Service Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

///

12. The Court approves payment in the amount of *up to* $4,500.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than ten (10) calendar days after this Order and Judgment, Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees containing each Aggrieved Employee's (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period (collectively, "**Aggrieved Employees List**").

15. No later than thirty (30) calendar days after the Effective Date, Defendant will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator.

16. No later than ten (10) business days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments, the LWDA Payment, the Service Award, the Settlement Administration Costs, and the Attorneys' Fees and Costs.

17. Each Individual PAGA Payment check will be valid and negotiable for one hundred twenty (120) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

18. If the actual number of Pay Periods is more than ten percent (10%) above 5,144, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 5,658 Pay Periods.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, releases Defendant as well as its owners, officers, directors, management/exempt employees, insurers, and attorneys, as well as Defendant's successors and assigns (collectively, the "**Released Parties**") from all claims for violations of the following California Labor Code sections on behalf of Plaintiff, the Aggrieved Employees, and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in the Operative Complaint and PAGA Notice, including penalties under PAGA for alleged violations of California Labor Code sections 201-203, 204, 210, 218.5, 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1198.5, 1199, 2802, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney's fees and costs incurred in the prosecution of the Action on behalf of the Aggrieved Employees (collectively, "**Released Claims**"). The release of the Released Claims shall be effective as to the entire PAGA Period.

21. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(s)(3).

22. A Non-Appearance Case Review Re: Final Distribution and Accounting is set for 9/27/2027 at 9:00 am in Department R14 located at 8303 Haven Avenue, Rancho Cucamonga, California 91730. A declaration regarding the status of the distribution of the settlement funds is due to be filed no later than 9/13/2027.

IT IS SO ORDERED.

Dated: 11/19/2026

Honorable Tony Raphael
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Jazmin Flores v. Yoshimura Research and Development of America, Inc.*, San Bernardino County Superior Court Case No. CIVRS2503136

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Jazmin Flores v. Yoshimura Research and Development of America, Inc.*, San Bernardino County Superior Court Case No. CIVRS2503136 ("Action").

The lawsuit was filed on May 5, 2025, by Jazmin Flores ("Plaintiff") against her former employer Yoshimura Research & Development of America, Inc. ("Defendant"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on January 22, 2025, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1074765-25. Further, on April 27, 2026, Plaintiff submitted an amended letter. Together, the January 22, 2025 letter and April 27, 2026 letter are referred to as the "PAGA Notice".

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees of Defendant who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The period March 1, 2024 through February 19, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released Claims.

"Released Parties" means Defendant as well as its owners, officers, directors, management/exempt employees, insurers, and attorneys, as well as Defendant's successors and assigns.

"Released Claims" means all claims for violations of the following California Labor Code sections on behalf of Plaintiff, the Aggrieved Employees, and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in the Operative Complaint and PAGA Notice, including penalties under PAGA for alleged violations of California Labor

Code sections 201-203, 204, 210, 218.5, 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1198.5, 1199, 2802, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney's fees and costs incurred in the prosecution of the Action on behalf of the Aggrieved Employees.

The enclosed check is valid for 120 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 120-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On November 19, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on the interested parties as follows:

Matthew E. Farmer
mfarmer@littler.com
LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, California 92612
Telephone:949.705.3000
Facsimile: 949.724.1201

Other emails:
bjakovljevic@littler.com
CWatson@littler.com
JDrudge@littler.com
battard@littler.com
cmendoza@littler.com

Attorneys for Defendant
YOSHIMURA RESEARCH AND DEVELOPMENT OF AMERICA, INC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *lbautista@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the

transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 19, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista