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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

RICHARD R. REYES, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

NEXT GREEN WAVE, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 22CECG02474

Assigned for All Purposes to:
Judge Jonathan M. Skiles
Dept. 503

PROPOSED ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT

Date: June 25, 2025
Time: 3:30 p.m.
Dept. 503

1 The Court has received and considered the settlement agreement entered into between
2 Plaintiff Richard R. Reyes (“Plaintiff”), as an individual, and on behalf of the people of the State
3 of California and as an “aggrieved employee” acting as a private attorney general under the Labor
4 Code Private Attorneys General Act of 2004, §§ 2699, *et seq.* (“PAGA”) and Defendant Next
5 Green Wave, LLC (“Defendant”) in the above-captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PRIVATE ATTORNEYS
8 GENERAL ACT SETTLEMENT AGREEMENT (the “Settlement” or “Settlement Agreement”),
9 a copy of which is attached as Exhibit 1 to the Declaration of Kristy R. Connolly in Support of
10 Motion for Approval of Private Attorneys General Act Representative Action Settlement, and all
11 terms defined therein shall have the same meaning as set forth in the Settlement.

12 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
13 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
14 Aggrieved Employees in the Gross Settlement Amount of \$350,000.00. Of this, one-third of the
15 Gross Settlement Amount is awarded as attorney fees paid to Plaintiff’s Counsel, \$18,019.99 is
16 awarded as costs paid to Plaintiff’s Counsel, \$2,500.00 is awarded to Plaintiff as a Service Award,
17 and \$3,250.00 is awarded as administrative costs paid to the Settlement Administrator, ILYM
18 Group, Inc. Of the remaining Net Settlement Amount, 75% shall be paid to the Labor and
19 Workforce Development Agency and 25% shall be paid to the Aggrieved Employees as set forth
20 in the Settlement Agreement.

21 The Court hereby approves, as to form and content, the notice to be distributed to the
22 Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement Checks
23 will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to the State
24 Controller’s Office Unclaimed Property Fund in the name of each Aggrieved Employee whose
25 check is voided.

26 A Final Non-Appearance Hearing is set for April 23, 2026 at 8:30 a.m. before this Court.
27 The administrator is to file a declaration no later than 5 court days in advance to confirm that the
28 distribution of funds is complete, including any distribution to the State Controller per the

1 Settlement Agreement. If distribution efforts are not complete, counsel shall call the clerk and
2 reschedule.

3 This Judgment is intended to be a final disposition in its entirety of the above captioned
4 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
5 of all matters relating to the interpretation, administration, implementation, effectuation, and
6 enforcement of the Settlement pursuant to Code of Civil Procedure section 664.6.

7 IT IS SO ORDERED.

8
9 Dated: _____

10 Hon. Jonathan M. Skiles
11 Judge of the Superior Court
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