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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSE LUIS ROSAS-HIGAREDA,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiff,

VS.

R&B WHOLESALE DISTRIBUTORS,
INC., California corporation; and DOES
through 50, inclusive,

Defendants.

Case No.: CIVSB2432301

*Assigned For All Purposes To: The Hon. Joseph
Ortiz, Department SI7-SBJC*

**NOTICE OF ENTRY OF ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Action Filed:	October 24, 2024
FAC Filed:	December 23, 2024
Trial Date:	None Set.

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 3, 2026, in Department 17 of the above-
3 entitled Court, located at 247 W. Third Street, San Bernardino, the Honorable Joseph T. Ortiz
4 issued an Order and Judgement. A true and correct copy of the Court's September 3, 2026, Order
5 and Judgment is attached hereto as **Exhibit A**.

6
7 Dated: September 11, 2026

PROTECTION LAW GROUP, LLP

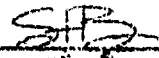
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9 By: /d/ Luke Clapp
10 D. Luke Clapp
11 *Attorneys for Plaintiff*
12 JOSE LUIS ROSAS-HIGAREDA
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EXHIBIT A

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP - 3 2026


By: Samantha Socorro, Deputy

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**

13 JOSE LUIS ROSAS-HIGAREDA,
14 individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

15 Plaintiff,

16 vs.

17 R & B WHOLESALE DISTRIBUTORS,
18 INC., a California corporation; and DOES 1
through 50, inclusive,

19 Defendants.

Case No.: CIVSB2432301

*Assigned for All Purposes to: Hon. Joseph
Ortiz, Department S17 - SBJC*

[PROPOSED] ORDER AND JUDGMENT

Complaint Filed: October 24, 2024
FAC Filed: December 23, 2024
Trial Date: None Set

1 Having reviewed and considered Plaintiff Jose Luis Rosas-Higareda's ("Plaintiff") Motion
2 for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act
3 and Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED,**
4 **ADJUDGED, and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release
6 attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement")
7 as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
9 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
11 in this order.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff, the State of California, and all "PAGA Members" defined as "all
14 current and former non-exempt employees of Defendant R&B Wholesale Distributors, LLC
15 (formerly known as R&B Wholesale Distributors, Inc.) ("Defendant") who were employed by
16 Defendant in the state of California at any time between October 20, 2023, and January 11, 2026
17 (the "PAGA Period")"

18 4. The Court designates Phoenix Class Action Administration Solutions ("Phoenix") as
19 the third-party Settlement Administrator for mailing the PAGA Members' explanatory letters,
20 calculating the payments to the PAGA Members, distributing the settlement payments approved by
21 the Court from the Gross Settlement Amount, and other duties set forth in the Settlement. Pursuant
22 to the terms of the Settlement, Defendant shall deposit with the Settlement Administrator the Gross
23 Settlement Amount of Three Hundred and Sixty Thousand Dollars (\$360,000.00) within 30 days of
24 the Effective Date and within 14 days of the Effective Date shall provide to the Settlement
25 Administrator a list of the PAGA Members that identifies for each PAGA Member their full name,
26 social security number, last known address, last known telephone number, dates of employment,
27 and the number of pay periods for each PAGA Member during the PAGA Period.

1 5. Within 14 days of the funding of the Settlement, the Settlement Administrator shall
2 distribute the Gross Settlement Amount of Three Hundred and Sixty Thousand Dollars
3 (\$360,000.00) as provided in the Settlement Agreement and set forth below:

- 4 a. One Hundred and Twenty Thousand Dollars (\$120,000.00) to Plaintiff's Counsel for
5 attorneys' fees and attorneys' costs in the amount of Eighteen Thousand Four
6 Hundred and Sixty-Five Dollars and Ten Cents (\$18,465.10), from the Gross
7 Settlement Amount as final payment for and complete satisfaction of any and all
8 attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to
9 the Action;
- 10 b. Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Jose Luis Rosas-
11 Higareda from the Gross Settlement Amount, to compensate him for his services in
12 prosecuting the Action and performing work in support of the Action and for the
13 release of his individual claims;
- 14 c. Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00) to the Settlement
15 Administrator, Phoenix, from the Gross Settlement Amount for administration
16 expenses incurred by the Settlement Administrator; and
- 17 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and
18 the payment to the settlement administrator, the remaining Net Settlement Amount
19 shall be distributed to the California Labor and Workforce Development Agency
20 ("LWDA") and the PAGA Members. 65% of the Net Settlement Amount shall be
21 distributed to the LWDA. 35% of the Net Settlement Amount shall be distributed to
22 the PAGA Members on a pro rata basis based on the number of Pay Periods worked
23 by each PAGA Member during the PAGA Period. The Settlement Administrator
24 shall mail each PAGA Member their Individual Payment check along with the
25 explanatory letter attached to the Settlement Agreement as Exhibit A in both English
26 and Spanish.

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1 7. All checks to the PAGA Members shall remain valid and negotiable for 180 days
2 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days
3 of mailing, those funds shall be transmitted to the California State Controller's Office Unclaimed
4 Property Fund.

5 8. Upon the Effective Date, Plaintiff, the state of California, and the LWDA, shall be
6 deemed to fully release and forever discharge Defendant R&B Wholesale Distributors, LLC
7 (formerly known as R&B Wholesale Distributors, Inc.) and its past, present and/or future officers,
8 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
9 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
10 predecessors, successors, assigns, and joint venturers (the "Released Parties") from all claims for
11 penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, the state of
12 California and/or the LWDA had, or may claim to have, against Released Parties, based on the facts
13 alleged in the in the operative Complaint or any PAGA notice submitted by Plaintiff to the LWDA,
14 for the PAGA Period, including PAGA penalties arising from the following claims: (1) failure to
15 pay all minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal
16 periods; (4) failure to provide rest periods; (5) failure to timely pay wages due upon termination; (6)
17 failure to timely pay wages during employment; (7) failure to provide accurate, itemized wage
18 statements; and (8) failure to maintain accurate records (Cal. Lab. Code §§ 201-203, 204, 210, 226,
19 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2699.5,
20 2800, 2802, and 2698, et seq., and all applicable IWC Wage Orders) (collectively, the "Released
21 Claims"). This release shall apply to claims arising during the PAGA Period and will be binding
22 and effective upon Plaintiff, the state of California and the LWDA regardless of whether any PAGA
23 Members fail to cash their respective settlement checks. This release does not release any
24 individual's non-PAGA claims, except for Plaintiff as detailed below.

25 9. Upon the Effective Date, in addition to the release for penalties arising under PAGA,
26 Plaintiff shall release the Released Parties from the Released Claims and any and all claims,
27 demands, rights, liabilities, and/or cause or causes of action, whether known or unknown, which
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1 have been or could have been asserted by Plaintiff, or Plaintiffs heirs, successors and/or assigns,
2 against Defendant and/or any of the Released Parties arising at any time prior to the execution of
3 this Agreement, including but not limited to any and all claims which arose out of or are in any way
4 connected to Plaintiff's employment with Defendant and all claims alleged in the Action. This
5 release specifically excludes claims for unemployment insurance, social security, workers'
6 compensation (except for claims pursuant to Labor Code sections 132a and 4553), and any other
7 claims that cannot be released by law. As to Plaintiff's Additional Released Claims, Plaintiff
8 expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code.
9 Section 1542 reads as follows:

10 "A general release does not extend to claims that the creditor or releasing
11 party does not know or suspect to exist in his or her favor at the time of
12 executing the release and that, if known by him or her, would have
materially affected his or her settlement with the debtor or released party."

13 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
14 and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges
15 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
16 Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the
17 Settlement contemplates the extinguishment of all such Released Claims.

18 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
19 Development Agency ("LWDA") and to Defendant of his intention to pursue claims for civil
20 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
21 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
22 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
23 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
24 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
25 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
26 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
27 collecting any penalties due to any of them, or any unpaid wages due to PAGA Members, to the
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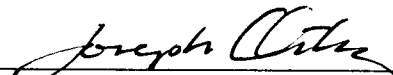
1 extent those penalties or unpaid wages arise out of the Released Claims or the facts giving rise to
2 those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

3 11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
4 California Labor and Workforce Development Agency within ten (10) days of entry of the
5 Judgment.

6 12. Without affecting the finality of this Order and Judgment, the Court shall retain
7 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
8 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
9 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
10 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
11 Agreement shall be presented to the Court for resolution.

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

13
14 DATED: Sept. 3, 2026



JUDGE OF THE SUPERIOR COURT
Hon. Joseph Ortiz