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Attorneys for Plaintiffs Jesus Rocha and Jose Castanon

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JESUS ROCHA, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

T.M. Cobb Company and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2406876

[Assigned for All Purposes to the Honorable
Harold Hopp, Department 1]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS JESUS ROCHA'S AND JOSE
CASTANON'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AGREEMENT**

PAGA APPROVAL HEARING

Date: February 13, 2026

Time: 8:30 a.m.

Dept: 1

Action filed: December 3, 2024

FAC filed: February 3, 2025

Trial date: Not set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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The Court, having considered Plaintiffs' Motion, the supporting declarations and exhibits therein, and all papers filed and proceedings had herein; having reviewed the records in this Action; and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and are authorized to act as Private Attorneys General with respect to the settled claims being released under the terms of the Settlement.

4. The Court identifies the “Aggrieved Employees” as: all individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt or hourly-paid employees at any time during the PAGA Period. The PAGA Period is December 3, 2023, through the date the Court grants approval of the Settlement.

6. The Court appoints ILYM Group, Inc., as the Settlement Administrator to effectual administration of the Settlement pursuant to the terms of the Settlement.

1 7. Within thirty (30) calendar days after entry of this Order and Judgment, Defendant
2 will deposit the Gross Settlement Amount of \$425,000.00 into the Qualified Settlement Fund to
3 be established by the Settlement Administrator.

4 8. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement
5 Administrator will issue payments to:

- 6 a. Aggrieved Employees in the amount equivalent to 35% of the PAGA Penalties,
7 or \$80,866.23;
- 8 b. the LWDA in the amount equivalent to 65% of the PAGA Penalties, or
9 \$150,180.24;
- 10 c. Plaintiffs' Counsel for Attorneys' Fees in the amount of one-third of the Gross
11 Settlement Amount, or \$141,666.67, with 65% to MLG and 35% to BNBD;
- 12 d. Plaintiffs' Counsel for Attorneys' Cost in the amount of \$16,936.81, with
13 \$13,166.70 to MLG and \$3,770.11 to BNBD;
- 14 e. Plaintiffs for Plaintiffs' Enhancement Award in the amount of \$15,000.00 each;
15 and
- 16 f. the Settlement Administrator for Settlement Administration Costs in the
17 amount of \$5,350.00.

18 9. Upon entry of the Order and Judgment and full funding of the Gross Settlement
19 Amount, the LWDA and Plaintiffs will be forever barred from pursuing against Defendant any
20 and all Settled Claims during the PAGA Period. (Settlement, ¶ 21.) Plaintiffs are deemed to have
21 released individual wage and hour claims by virtue of the Settlement. (*Id.*) "Settled Claims"
22 means all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
23 based on the facts stated in the Action and the PAGA Notice submitted by Plaintiffs to the LWDA,
24 which occurred during the PAGA Period, and expressly excluding all other claims, claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers' compensation, and California class
27 claims, and PAGA claims outside of the PAGA Period. (*Id.* at ¶ 8.)
28

1 10. The Parties expressly recognize that the making of the Settlement does not in any
2 way constitute an admission or concession of wrongdoing on the part of Defendant, or an
3 admission by Plaintiffs that Defendant's defenses have any merit. (Settlement, ¶ 44.) Nothing in
4 the Settlement, nor any action taken in implementation thereof, nor any statements, discussions
5 or communications, nor any materials prepared, exchanged, issued or used during the pendency
6 of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
7 be used or be admissible in any way in any other judicial, arbitral, administrative, investigative
8 or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
9 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
10 (*Id.*) Notwithstanding the foregoing, the Settlement may be used in any proceeding in the Court
11 that has as its purpose the interpretation, implementation, or enforcement of the Settlement or
12 any orders or judgments of the Court entered into in connection therewith. (*Id.*)

13 11. The Court approves the explanatory letter, attached as **Exhibit 1** to the Settlement
14 and to be mailed by the Settlement Administrator in English and Spanish to the Aggrieved Employees
15 along with their respective Individual PAGA Payments. Prior to mailing, the Settlement
16 Administrator will perform a search based on the National Change of Address Database for
17 information to update and correct for any known or identifiable address changes. Any checks
18 returned as non-deliverable on or before the check cashing deadline will be sent promptly via
19 regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address
20 is provided, the Settlement Administrator will promptly attempt to determine the correct address
21 using a skip-trace, or other search using the name, address or Social Security number of the
22 Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain
23 negotiable for one hundred eighty (180) days. Those funds represented by uncashed checks which
24 remain outstanding one hundred eighty (180) days after the mailing of the Settlement checks by
25 the Settlement Administrator will be tendered to the California Controller Unclaimed Property
26 Fund in the name of the Aggrieved Employees who did not cash their checks.

27 12. The Settlement Administrator shall provide notice to Aggrieved Employees of the
28 Settlement and their respective estimated Individual PAGA Payments pursuant to this Order. If

1 Aggrieved Employees dispute the number of pay periods they worked during the PAGA Period,
2 Aggrieved Employees will have thirty (30) calendar days from the date on which the Explanatory
3 Letter is mailed ("Response Deadline") to submit a written letter disputing the number of pay
4 periods credited to them to Settlement Administrator, postmarked on or before the Response
5 Deadline. (Settlement, ¶ 20.)

6 13. No Aggrieved Employee has the right to exclude themselves from the Settlement.
7 Aggrieved Employees will be bound by the terms of the Settlement, upon this Order, regardless
8 of whether they cash any payment received as a result of this Settlement.

9 14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
10 provided for in the Settlement and approved by the Court. Defendant shall have no further liability for
11 costs, expenses, interest, attorneys' fees, or any other charge, expense, or liability relating to the Settled
12 Claims and shall be released from all claims as set forth in the Settlement and in this Order.

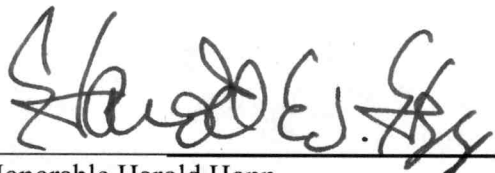
13 15. Plaintiff shall submit a copy of this Order to the LWDA within thirty (30) calendar days
14 of entry.

15 Pursuant to California Code of Civil Procedure section 664, this Court shall retain exclusive and
16 continuing equity jurisdiction of the Action and over all Parties to interpret, enforce, and effectuate the
17 terms, conditions, intents, and obligations of the Settlement.

18 16. The Court sets a Final Accounting (Nonappearance) Hearing on May 6, 2026 at
19 8:30 a.m./p.m. in Department 1. Plaintiffs' Counsel are ordered to file a declaration by the
20 Settlement Administrator concerning the amount of money distributed and/or uncashed no later than
21 fifteen (15) days prior to the hearing.

22 **IT IS SO ORDERED.**

23 Dated: May 6, 2026


Honorable Harold Hopp
Judge of the Riverside County Superior Court

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Lilit Ter-Astvatsatryan (SBN 320389)
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[PROPOSED] JUDGMENT

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The Court, having considered Plaintiffs' Motion, the supporting declarations and exhibits therein, and all papers filed and proceedings had herein; having reviewed the records in this Action; and good cause appearing, **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

2. The Court now enters Judgment. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms used for purposes of this Judgment have the same meaning as given in the Settlement, unless otherwise indicated.

4. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and are authorized to act as Private Attorney General with respect to the Settled Claims being released under the terms of the Settlement. Pursuant to Labor Code section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiff's Motion, has not objected, and is therefore bound by this Judgment.

1 5. The Court identifies the “Aggrieved Employees” as: all individuals who are or
2 previously were employed by Defendant in the State of California and classified as non-exempt
3 or hourly-paid employees at any time during the PAGA Period. The PAGA Period is December 3,
4 2023, through the date the Court grants approval of the Settlement.

5 6. Upon entry of the Order and Judgment and full funding of the Gross Settlement
6 Amount, the LWDA and Plaintiffs will be forever barred from pursuing against Defendant any
7 and all Settled Claims during the PAGA Period. (Settlement, ¶ 21.) “Settled Claims” means all
8 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
9 the facts stated in the Action and the PAGA Notice submitted by Plaintiffs to the LWDA, which
10 occurred during the PAGA Period, and expressly excluding all other claims, claims for vested
11 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers’ compensation, and California class
13 claims, and PAGA claims outside of the PAGA Period. (*Id.* at ¶ 8.) Plaintiffs are deemed to have
14 released individual wage and hour claims by virtue of this Settlement, following the dismissal of
15 their class action claims. (*Id.* at ¶¶ 21, 22.)

16 7. All payments due by Defendant for settlement of this Action will be made pursuant
17 to the Settlement, the PAGA Approval Order, and this Judgment.

18 8. Each side is to bear its own costs and attorneys’ fees, except as provided by the
19 Settlement, the PAGA Approval Order, or this Judgment.

20 9. Nothing in the Settlement, the PAGA Approval Order, or this Judgment will be
21 construed as an admission or concession by any Party.

22 10. Based on entry of the PAGA Approval Order and this Judgment, and in accordance
23 with the Settlement, this entire Action is DISMISSED WITH PREJUDICE.

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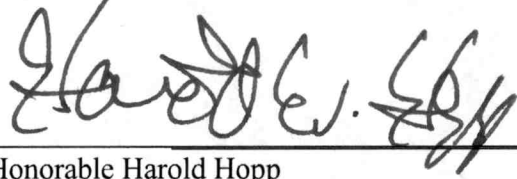
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11. Pursuant to California Code of Civil Procedure section 664, this Court shall retain exclusive and continuing equity jurisdiction of the Action and over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Settlement.

JUDGMENT IS SO ENTERED.

Dated:

May 6, 2026



Honorable Harold Hopp
Judge of the Riverside County Superior Court