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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

MARIO REYES, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

SUTHERLAND MANAGEMENT CO,
LLC, a California Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **24CU000076C**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: September 24, 2026
Hearing Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan
Dept.: 66

Action Filed: July 8, 2024
Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Mario Reyes (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
3 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant
4 to California Labor Code § 2699(1), against Defendant Sutherland Management Co, LLC,
5 (“Defendant”).

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims
7 asserted in this action and is authorized to act as private attorney general with respect to the
8 PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement
9 Agreement”), which is incorporated by reference. The California Labor Workforce
10 Development Agency was provided with notice of the Settlement and the motion for approval
11 of the PAGA settlement via its online process and no objection has been received to the
12 settlement or the motion from the Labor Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which
15 was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in
16 the total sum of \$400,000, which includes the PAGA Payment, the Administration Expenses
17 Payment (not to exceed \$8,600) for APEX Class Action Administration to administer the
18 settlement, PAGA Counsel Fees Payment in the amount of \$133,333 (one-third of the Gross
19 Settlement Amount), a Service Award in the amount of \$10,000, and PAGA Counsel
20 Litigation Expenses Payment in the amount of \$20,008.72. The PAGA Payment of no less
21 than \$228,868.28, which is the amount remaining of the Gross PAGA Settlement Amount after
22 deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel
23 Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor
24 Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 65%
25 of the payment will be paid to the LWDA (no less than \$148,764.38) and 35% will be paid to
26 the Settlement Employees (no less than \$80,103.90).

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

4 The "Aggrieved Employees" are defined as all employees who are or previously were
5 employed by Defendant in California and classified as a non-exempt employee at any time
6 during the PAGA Period and excluding claims by any individual employed by TRS
7 Restaurant, Inc. The PAGA Period is the period from May 4, 2023 to April 11, 2026.

8 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
9 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement)
10 shall be entitled to a release of the Released PAGA Claims. "Released PAGA Claims" means
11 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
12 on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiff to
13 the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly
14 excludes all other claims, including claims for vested benefits, wrongful termination, violation
15 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
16 workers' compensation, claims by employees of TRS Restaurants, Inc., claims by Rachel Ann
17 Magcale Fornasodoro, and California class claims, and Plaintiff's individual claims that are
18 subject to a separate release and PAGA claims outside of the PAGA period.

19 This settlement (including this Order) cannot be used, directly or indirectly, to
20 introduce, use, or admit in this case or in any other judicial, arbitral, administrative,
21 investigative or other forum or proceeding, as purported evidence of any violation of any
22 federal, state, or local law, statute, ordinance, regulation, rule or executive order (*i.e.*, evidence
23 of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for
24 any other purpose. This settlement (including this Order) shall not be construed to be an
25 admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved
26 Employees, or any other person, and Defendant specifically disclaims any such liability or
27 wrongdoing.
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1 This claim asserted under PAGA in this action is dismissed with prejudice. After entry
2 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
3 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
4 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
5 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
6 in connection with the distribution of settlement benefits.

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

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10 DATED: _____

11 THE HONORABLE WENDY M. BEHAN
12 JUDGE OF THE SUPERIOR COURT
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