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Attorneys for Plaintiff

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,

v.

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

Defendants.

Case No.: **24CU000076C**

NOTICE OF ENTRY OF JUDGMENT

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

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

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on October 16, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as **Exhibit #1**.

Respectfully submitted,

Dated: August 25, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Victoria B. Rivapalacio*
Victoria B. Rivapalacio

Attorneys for Plaintiff

Exhibit #1

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BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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FILED
San Diego Superior Court
OCT 16 2026
Clerk of the Superior Court
By: B. Orihuela, Deputy

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] AMENDED ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: October 16, 2026
Hearing Time: 10:15 a.m.
Judge: Hon. Wendy M. Behan
Dept.: 66

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

ORDER AND JUDGMENT

Plaintiff Mario Reyes ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant Sutherland Management Co, LLC, ("Defendant").

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

The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of $400,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed $8,600) for APEX Class Action Administration to administer the settlement, PAGA Counsel Fees Payment in the amount of $133,333 (one-third of the Gross Settlement Amount), a Service Award in the amount of $10,000, and PAGA Counsel Litigation Expenses Payment in the amount of $20,008.72. The PAGA Payment of no less than $228,868.28, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than $171,651.21) and 25% will be paid to the Settlement Employees (no less than $57,217.07).

The Court, having reviewed the evidence and papers submitted and argument of

counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff's motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

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

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

This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (*i.e.*, evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

DATED: 10/16/24

THE HONORABLE WENDY M. BEHAN
JUDGE OF THE SUPERIOR COURT