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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

REBAS, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **24NWCV02207**

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

Hearing Date: August 12, 2026
Hearing Time: 11:00 a.m.

Judge: Hon. David Cunningham
Dept.: SS-11

Action Filed: July 17, 2024
Trial Date: Not Set

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1 Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

2 The “Aggrieved Employees” are defined as all current and former non-exempt
3 employees who worked at least one pay period for Defendant in California at any time during
4 the PAGA Period. The PAGA Period is the period from January 12, 2023, through December
5 14, 2025.

6 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
7 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement)
8 shall be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are
9 all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA
10 claim asserted, or that could have reasonably been asserted based on the facts stated in the
11 operative Complaint or the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
12 during the PAGA Period. The Released PAGA Claims expressly excludes any claims for
13 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, workers’ compensation, and California
15 class claims, and PAGA claims outside of the PAGA period, and Plaintiff’s non-PAGA
16 individual claims which are subject to a separate release.

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

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

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

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8 DATED: _____

9 THE HONORABLE DAVID CUNNINGHAM
JUDGE OF THE SUPERIOR COURT