

PLAINTIFF/PETITIONER: Reginald Jones
 DEFENDANT/RESPONDENT: Parex USA, Inc.

CASE NUMBER:
 CVRI2102869 / Dept 1

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327150)
LAWYERS for JUSTICE, PC
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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

REGINALD JONES, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act

Plaintiff,

vs.

PAREX USA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2102869

Honorable Harold W. Hopp
Department 1

**~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (CAL. LABOR CODE § 2698, ET
SEQ.) SETTLEMENT AGREEMENT
AND AWARD OF ATTORNEYS' FEES
AND COSTS, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 064201334549
Date: October 31, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: June 24, 2021
Trial Date: None Set

**~~[REVISED PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS,
SERVICE AWARD, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior Court
2 of the State of California, for the County of Riverside, on October 31, 2024 at 8:30 a.m., on Plaintiff Reginald
3 Jones's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Award, and Settlement
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Sheppard, Mullin, Richter & Hampton, LLP ("Defendant's Counsel") appeared for Defendant Parex
7 USA, Inc. ("Defendant").

8 On or around October 15, 2024, Plaintiff and Defendant (together, the "Parties") entered into the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement"), attached as "**EXHIBIT 1**" to the Supplemental Declaration of Arman Marukyan in
11 Support of Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
12 *Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Award, and Settlement
13 Administration Costs.

14 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
15 Declarations of Plaintiff's Counsel (Arman Marukyan), Plaintiff Reginald Jones, and the Proposed PAGA
16 Settlement Administrator (Lisa Mullins), and (3) the Settlement Agreement.

17 Having duly considered the Parties' papers and oral argument, and good cause appearing,

18 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 19 1. The Motion for Approval of Settlement is granted.
- 20 2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 21 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
22 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
23 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
24 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
25 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
26 2699.3(a).

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28 ///

1 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action ("Action").

4 5. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in
6 the State of California during the PAGA Period ("Aggrieved Employees").

7 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
8 negotiations.

9 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall consist of the Total Settlement Amount (\$229,000.00), less the approved Attorneys' Fees and
13 Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), Service Award to Plaintiff, and Settlement
14 Administration Costs to ILYM Group, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

18 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
19 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 9. The Court approves the payment of \$91,600.00 to Lawyers *for* Justice, PC for reasonable
23 attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
24 accordance with this Order and Judgment and the Settlement Agreement.

25 10. The Court approves the payment of \$19,546.02 to Lawyers *for* Justice, PC for reimbursement
26 of reasonable litigation costs and expenses incurred in the Action. This amount shall be paid from the Total
27 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

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1 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Reginald Jones for his
2 Service Award. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
3 accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment up to the amount of \$3,950.00 to ILYM Group, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
6 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 14. The Court further finds that notice of the Settlement is not required to be provided to the
10 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,”
11 and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the
12 same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
13 (“Individual Settlement Share(s”).

14 15. Within thirty (30) calendar days of the Effective Date, Defendant shall transmit the Total
15 Settlement Amount (i.e., \$229,000.00) into a qualified settlement account established by the PAGA
16 Settlement Administrator for administration of the Settlement.

17 16. No later than seven (7) calendar days after the Effective Date, Defendant shall provide the
18 PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and
19 Judgment and the Settlement Agreement.

20 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
21 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall
22 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to
23 Aggrieved Employees (together, the “PAGA Settlement Packages”), the Service Award to Plaintiff,
24 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration
25 Costs (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), as provided
26 for by this Order and Judgment and the Settlement Agreement.

27 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
28 and negotiable for 180 calendar days, and thereafter, shall be canceled. Funds associated with canceled

1 checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's
2 Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) whose check(s) are
3 canceled, in the amount of their respective Individual Settlement Share(s).

4 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
5 entry of this Order and Judgement, and as of the Effective Date, all Aggrieved Employees, including
6 Plaintiff, and the LWDA, will be deemed to have knowingly and voluntarily released and forever discharged
7 the Released Parties, to the full extent permitted by law, of and from the Action and from the Released
8 Claims.

9 20. "Released Parties" means Defendant and each of its past, present and future officers,
10 directors, employees, agents, joint employers, and parents, and each of them.

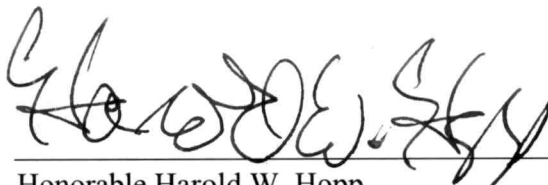
11 21. "Released Claims" means any and all claims for civil penalties under PAGA, interest,
12 attorneys fees, and costs that were alleged or which could have been alleged based on the factual allegations
13 in the Operative Complaint and/or PAGA Notice, including but not limited to, all claims and potential claims
14 for civil penalties based upon or arising out of Defendant's alleged failure to pay all wages due, including
15 for failure to pay minimum, regular, straight time, and overtime wages; the calculation of the regular rate of
16 pay; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period
17 premiums at the regular rate of pay; failure to provide compliant meal periods and associated premiums;
18 failure to provide compliant rest periods and associated premiums; failure to timely pay wages during
19 employment; failure to timely pay wages upon termination; failure to maintain and provide compliant and
20 accurate wage statements; failure to provide one day's rest in a seven-day workweek; failure to pay all
21 reporting time pay; failure to maintain complete and accurate payroll records; off-the-clock work; waiting
22 time penalties; and failure to reimburse necessary business-related expenses and costs; and including
23 without limitation any and all claims for penalties recoverable under PAGA predicated upon California
24 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
25 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders
26 1-2001, 4-2001, 7-2001, and 16-2001, and any other PAGA penalty claims whatsoever alleged in the Action,
27 whether known or unknown, during the PAGA Period. The Released Claims do not include claims to
28 recover unpaid wages or statutory damages.

1 22. "PAGA Period" means the period October 24, 2019 to the date of this Order and Judgment.

2 23. No individualized notice of this Order and Judgment is required to be provided to the
3 Aggrieved Employees. This Order and Judgment shall be submitted by Plaintiff's Counsel to the LWDA
4 through the online system established for the filing of notices and documents, in conformity with California
5 Labor Code § 2699(1)(3).

6 24. A Final Accounting and Compliance Hearing is scheduled for September 30, 2025
7 at 8:30 a.m. p.m. in Department 1 of the above-captioned Court and the final report regarding the
8 disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in
9 advance of the hearing.

10
11 Date: 10/31/24



Honorable Harold W. Hopp
Judge of the Riverside Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Reginald Jones v. Parex USA, Inc.*, Riverside Superior Court Case No. CVIR2102869

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Reginald Jones v. Parex USA, Inc.*, Riverside Superior Court Case No. CVIR2102869 ("Action").

The lawsuit was filed on June 24, 2021 by a former employee, Reginald Jones ("Plaintiff"), against Parex USA, Inc. ("Parex"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleged violations of the California Labor Code including, *inter alia*, for alleged failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses.

Parex denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. Parex maintains that it was in compliance with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not ruled on the merits of the lawsuit. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period October 24, 2019 to <<the date the Court approved the Settlement >> ("Aggrieved Employees"). The period October 24, 2019 to << the date the Court approved the Settlement >> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share was calculated on a pro rata basis based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

You are not a party to this lawsuit, but under the settlement, as of <<Effective Date as defined in the Settlement Agreement>>, you will be bound by the order in this matter approving the settlement and the release, wherein the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and each of its past, present and future officers, directors, employees, agents, joint employers, and parents, and each of them.

"Released Claims" means any and all claims for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA"), interest, attorneys fees, and costs that were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, all claims and potential claims for civil penalties based upon or arising out of Defendant's alleged failure to pay all wages due, including for failure to pay minimum, regular, straight time, and overtime wages; the calculation of the regular rate of pay; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period premiums at the regular rate of pay; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to maintain and provide compliant and accurate wage statements; failure to provide one day's rest in a seven-day workweek; failure to pay all reporting time pay; failure to maintain complete and accurate payroll records; off-the-clock work; waiting time penalties; and failure to reimburse necessary business-related expenses and costs; and including without limitation any and all claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, and any other PAGA penalty claims whatsoever alleged in the Action, whether known or unknown, during the PAGA Period. The Released Claims do not include claims to recover unpaid wages or statutory damages.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check

EXHIBIT A – COVER LETTER

will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions about this payment, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 7, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Greg S. Labate (glabate@sheppardmullin.com)
Lauren J. Blaes (lblaes@sheppardmullin.com)
Frances M. K. Hernandez (fhernandez@sheppardmullin.com)
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626

Attorneys for Defendant Parex USA, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

Executed on November 7, 2024, at Glendale, California.



Lina Sarkisian