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on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BERNABE PARRILLA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MONSTER ENERGY COMPANY, a
Delaware corporation; DOES 1 through 25,

Defendants.

Case No.: 21STCV25855

*Assigned for all purposes to Hon. Elihu
M. Berle, SSC-6*

[PROPOSED] JUDGMENT

Date: April 4, 2024

Time: 9:00 a.m.

Dept.: 6

Complaint Filed: July 14, 2021

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Judgment is entered in favor of Plaintiff Bernabe Parrilla (“Plaintiff”) and
3 against Defendant Monster Energy Corporation (“Defendant”) in the amount of \$285,000
4 plus the employer’s share of payroll taxes in the amount of \$6,172.84, which is to be
5 distributed as set forth in the Order Granting Final Approval of Class Action Settlement.

6 2. The Class in this action is defined as all persons employed by MEC in
7 California and classified as Field Sales Representatives (including Club Field Sales
8 Representatives) at any time during the Class Period.

9 3. The Class Period is from July 14, 2017 to April 4, 2023.

10 4. No Class Members submitted timely requests to be excluded from the
11 settlement. Therefore, all members of the Class are Participating Class Members.

12 5. The Aggrieved Employees are all persons employed by MEC in California
13 and classified as a Field Sales Representative (including Club Field Sales Representatives)
14 at any time during the PAGA Period.

15 6. The PAGA Period is from July 14, 2020, to April 4, 2023.

16 7. Pursuant to the terms of the Parties’ Class Action and PAGA Settlement
17 Agreement (“Settlement Agreement”), in Paragraph 6, which terms are fully incorporated
18 herein, upon the receipt by the Settlement Administer, Phoenix Settlement Administrators,
19 of the gross settlement amount of \$285,000 and the employer’s share of payroll taxes, from
20 Defendant, all Participating Class Members, on behalf of themselves and their respective
21 former and present representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns, release Defendant and each of its past, present and/or future parent companies,
23 subsidiaries, affiliates and related companies, divisions, related companies, successors and
24 predecessors, as well as their respective past, present and future owners, officers, directors,
25 shareholders, employees, agents, members, managers, principals, representatives,
26 accountants, auditors, consultants, fiduciaries, insurers and reinsurers, investors, lenders,
27 administrators, company-sponsored employee benefit plans, assigns, joint venturers and
28 attorneys, both individually and in their official capacities, as well as all persons acting by,

1 through, under, or in concert with any of these persons or entities from any and all claims,
2 causes of action, demands, damages, or liabilities arising at any time during the Class Period
3 that were pled or which could have been pled based on the factual allegations contained in
4 the Complaint, including claims for: (i) failure to pay overtime in violation of Labor Code §
5 510; (ii) failure to provide meal and rest breaks in violation of Labor Code §§ 226.7 and
6 512; (iii) failure to provide accurate wage statements in violation of Labor Code § 226(a);
7 (iv) failure to pay unpaid wages at time of discharge in violation of Labor Code §§ 201 and
8 202; and (v) unfair business practices in violation of Cal. Business & Professions Code §§
9 17200 . The Released Class Claims extend to all theories of relief, whether under California
10 law, federal law, state law or common law (including, without limitation, as alleged
11 violations of the California Labor Code, the IWC Wage Orders, applicable regulations, or
12 California's Business and Professions Code §§ 17200). The Released Class Claims include
13 all types of relief available for the Released Class Claims, including without limitation any
14 claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs,
15 expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

16 8. Upon the receipt by the Settlement Administer, Phoenix Settlement
17 Administrators, of the gross settlement amount of \$285,000 and the employer's share of
18 payroll taxes in the amount of \$6,172.84, from Defendant, all Aggrieved Employees, for
19 themselves and for their respective spouses, domestic partners, marital community, children,
20 estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
21 administrators, trustees, conservators, guardians, assigns, and representatives, will forever
22 completely release and discharge Defendant and each of its past, present and/or future parent
23 companies, subsidiaries, affiliates and related companies, divisions, related companies,
24 successors and predecessors, as well as their respective past, present and future owners,
25 officers, directors, shareholders, employees, agents, members, managers, principals,
26 representatives, accountants, auditors, consultants, fiduciaries, insurers and reinsurers,
27 investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint
28 venturers and attorneys, both individually and in their official capacities, as well as all

1 persons acting by, through, under, or in concert with any of these persons or entities for any
2 liability for civil penalties recoverable under PAGA for violations of the following
3 California Labor Code sections: 201, 202, 203, 226(a), 226(b), 226.7, 510 and 512. PAGA
4 Employees shall not waive section 1542 of the California Civil Code.

5 9. Without affecting the finality of this Judgment, the Court retains exclusive
6 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
7 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
8 Agreement, and in order to conduct further hearing(s) on certification of distribution
9 procedures.

10
11 Dated: _____

Hon. Elihu Berle

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 eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On February 2, 2024, I served the following document described as

[PROPOSED] JUDGMENT

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated _____, to the names and email addresses listed on the Service List attached hereto.

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on February 2, 2024, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Parrilla, et al. v. Monster Energy Company, et al.**

Case Info: **21STCV25855, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.