

Nazo Koulloukian, SBN 263809  
nazo@koullaw.com  
Hilary Silvia, SBN 237993  
hilary@koullaw.com  
KOUL LAW FIRM, APC  
3435 Wilshire Blvd., Suite 1710  
Los Angeles, CA 90010  
Telephone: (213) 761-5484  
Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621  
sahagii@majarianlawgroup.com  
Garen Majarian, Esq. SBN 334104  
garen@majarianlawgroup.com  
MAJARIAN LAW GROUP, APC  
18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

Attorneys for Plaintiff,  
EDGAR PINEDA on behalf of  
himself, all aggrieved employees, and the State  
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

EDGAR PINEDA, an individual, on behalf  
of himself and all others similarly situated,

Plaintiff,

vs.

REINS INTERNATIONAL  
CALIFORNIA, INC., a California  
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 22STCV39132

Assigned for all Purposes to Hon. Carolyn B. Kuhl,  
Dept. 12

**[PROPOSED] ORDER APPROVING PAGA  
SETTLEMENT AGREEMENT AND  
ENTERING FINAL JUDGMENT**

Complaint filed: December 16, 2022

**FILED**  
Superior Court of California  
County of Los Angeles

12/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 A hearing was held on the motion of Plaintiff Edgar Pineda (“Plaintiff”) for approval of a  
2 settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004  
3 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* The Court having considered all papers filed and  
4 proceedings herein and otherwise being fully informed, and having made this Judgment which  
5 constitutes a final adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall  
8 have the same meaning as given in the PAGA Settlement Agreement (the “Settlement”) executed  
9 between the Parties.

10 2. The Labor Workforce and Development Agency (“LWDA”) has been given notice  
11 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the  
12 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff  
13 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court  
14 finds and determines that Plaintiff’s notice of the Settlement complied with the statutory  
15 requirements of PAGA.

16 3. The Court confirms approval of the Settlement as to the following group of  
17 individuals, collectively referred to as the “Settlement Group Members”:

18 All current and former employees who worked for Defendant as a  
19 non-exempt, hourly employee in California during the PAGA  
20 Release Period, which the Settlement defines as (a) the period  
21 November 29, 2021, to the earlier of (1) August 20, 2024 or (2) the  
22 date the Court signs the order approving the PAGA settlement,  
subject to Defendant’s option in Paragraph 8 of the Settlement to  
shorten the release period in order to stay within the 10% cushion  
 (“PAGA Period”)

23 4. This Court has jurisdiction over the subject matter of this litigation, overall  
24 Settlement Group Members, and over those persons and entities undertaking affirmative  
25 obligations under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.  
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.  
28

6. The Court approves the Notice of Settlement (Exhibit A to the Settlement Agreement) to be mailed to Settlement Group Members.

7. The Court finds that each Settlement Group Member, in accordance with the Settlement, releases the following “Released PAGA Claims” against Defendant and the other Released Parties, as defined by the Settlement Agreement.

In consideration for their awarded portions of the Settlement Group Allocation, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 4.3, the State of California, the LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims.” “Released PAGA Claims” means all PAGA claims alleged or that could have reasonably been alleged arising out of the facts in the Operative Complaint and the LWDA Notice pursuant to PAGA that, occurred during the PAGA Period including: failure to: (1) pay wages, including overtime wages (§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) pay wages when due during employment and upon termination (§201, 202, 203, 204, 256); (3) provide legally required rest periods and compensate premium pay; (§226, 226.7, 512, 558, 1198); (4) provide legally required meal periods and compensate premium pay (§226, 226.7, 512, 558, 1198); (5) provide accurate wage statements (§226, 226.3); (6) maintain accurate business records (§1174, 1174.5); and (7) tip pooling violations (§351) (the “Released PAGA Claims”).

8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable. The Settlement is allocated as follows as further detailed below:

|                                      |                                    |
|--------------------------------------|------------------------------------|
| Gross Settlement Amount:             | \$750,000.00                       |
| Litigation Enhancement to Plaintiff: | <del>\$ 10,000.00</del> \$7,500.00 |
| Actual Case Costs:                   | \$ 15,210.48                       |
| Claims Administration:               | \$ 9,350.00                        |
| <u>Attorneys’ Fees:</u>              | <u>\$ 249,975.00</u>               |

**Net Settlement Amount/Penalties Fund: \$465,464.52**

(\$349,098.39 to the LWDA; \$116,366.13 to Settlement Group Members)

1           9.     The Court authorizes the Settlement Administrator to calculate and pay the  
2 Settlement Shares, in accordance with the terms of the Settlement.

3           10.    The Court awards the Settlement Administrator in this Action its fees and costs of  
4 \$10,000, to be paid from the Total Settlement Amount, in accordance with the terms of the  
5 Settlement.

6           11.    The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement  
7 Amount for their attorneys' fees (\$249,975.00), and an additional \$15,210.48 in actual costs, to be  
8 paid from the Total Settlement Amount, in accordance with the terms of the Settlement.

The court finds that the fee award is reasonable in light of the benefit obtained for the LWDA and aggrieved employees.

9           12.    The Court awards to Plaintiff in this Action \$10,000 as a PAGA Representative  
10 Payment, to be paid from the Total Settlement Amount, to compensate him for initiating and  
11 pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the  
12 event he was unsuccessful in the prosecution of the Action.

13          13.    The Court approves the allocation and payment of \$465,464.52 (the "PAGA  
14 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with  
15 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties  
16 (\$349,098.39) will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of  
17 the PAGA Penalties (\$116,366.13) shall be distributed to the Settlement Group Members in  
18 accordance with the terms of the Settlement.

19          14.    Checks for the Settlement Shares sent to Settlement Group Members shall be valid  
20 for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after  
21 180 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund,  
22 in the name of the Settlement Group Member.

23          15.    The Court retains exclusive and continuing jurisdiction over this Action for purposes  
24 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,  
25 as well as the Settlement.

26          16.    The Settlement and this resulting Order and Judgment represent a compromise of  
27 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as  
28 an admission or concession by any party, and shall not be construed to be an admission by

1 Defendant of any liability or wrongdoing as to Plaintiff, the Settlement Group Members, or any  
2 other person, and Defendant specifically disclaims any such liability or wrongdoing. This  
3 Settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit  
4 in this case or in any other judicial, arbitral, administrative, investigative or other forum or  
5 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,  
6 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or  
7 any liability, obligation, or duty at law or in equity, or for any other purpose.

8 17. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of  
9 the date of this Order.

10 18. The Court notes that the Settlement calls for two installment payments, each 6  
11 months apart. Accordingly, within 18 months of the date of this Order, the Parties are directed to  
12 file a joint status report regarding the status of the distribution of settlement proceeds. Upon  
13 satisfaction that the appropriate payments have been made, the Court will close this case.  
14 The report of the Administrator is ordered to be filed by August 3, 2026. A non-appearance case review  
is set for August 6, 2026.

15 **IT IS SO ORDERED AND ADJUDGED.**

16 12/05/2024

17 Dated: \_\_\_\_\_



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Judge of the Superior Court

**PROOF OF SERVICE**

**Case No. 22STCV39132**

***Pineda v. Reins International California, Inc., et al.***

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 16, 2024, I served the foregoing document described as:

- 1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;**
- 2. [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
- 3. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT;**
- 4. DECLARATION OF SAHAG MAJARIAN II IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
- 5. DECLARATION OF PLAINTIFF EDGAR PINEDA IN SUPPORT OF PAGA SETTLEMENT APPROVAL; and**
- 6. DECLARATION OF LISA MULLINS**

**X**

**BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed before via third-part service CASEANYWHERE.

on the interested parties in this action by sending [ ] the original [or] [ ] a true copy thereof [ ] to interested parties as follows [or] [ ] as stated on the attached service list:

**SEE ATTACHED SERVICE LIST**

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

Executed on this September 16, 2024, in Los Angeles, California.



NADIA CHAVEZ

**PROOF OF SERVICE**

**Case No. 22STCV39132**

***Pineda v. Reins International California, Inc., et al.***

Spencer C. Skeen, Esq.

Tim L. Johnson, Esq.

Jesse C. Ferrantella, Esq.

Keenan O'Connor, Esq.

**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**

4660 La Jolla Village Drive, Suite 900

San Diego, CA 92122

spencer.skeen@ogletree.com

tim.johnson@ogletree.com

jesse.ferrantella@ogletree.com

keenan.oconnor@ogletreedekins.com

***Attorneys for Defendant REINS INTERNATIONAL CALIFORNIA, INC.***