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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF SAN BERNARDINO**

17 LIZBETH BARAJAS, individually, and on  
18 behalf of other aggrieved employees pursuant  
19 to the California Private Attorneys General  
Act;

20 Plaintiff,

21 vs.

22 EMD SPECIALTY MATERIALS, LLC DBA  
23 ARLON EMD, a Delaware limited liability  
24 company; and DOES 1 through 100, inclusive,

25 Defendants.

Case No. CIVSB2409070

Honorable Stephanie Thornton-Harris  
Department S31- SBJC

**[AMENDED ~~PROPOSED~~] ORDER  
GRANTING APPROVAL OF PAGA  
SETTLEMENT AND ENTERING  
JUDGMENT**

Complaint Filed: March 18, 2024  
Jury Trial Date: None Set

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 11 2025

BY: Arlene Guardado  
ARLENE GUARDADO, Deputy

**[PROPOSED] ORDER**

On **August 1, 2025 at 8:30 a.m.** in Department S31 of the above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415-0210, Lizbeth Barajas' ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") came on for hearing before the Honorable Stephanie Thornton-Harris. Brian J. St. John of *Lawyers for Justice, PC* and Jill J. Parker of *Parker & Minne, LLP* appeared on behalf of Plaintiff. Mikayla Preus of *Schwartz Semerdjian Cauley Schena & Bush LLP* appeared on behalf of Defendant EMD Specialty Materials, LLC dba Arlon EMD ("Defendant").

Plaintiff and Defendant (collectively, the "Parties") have executed the PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"). The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. Plaintiff's Motion for Approval of PAGA Settlement is granted.

2. This Order incorporates by reference the definitions in the PAGA Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

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

5. The aggrieved employees covered under the Settlement consist of the following individuals:

All current and former non-exempt and/or hourly-paid employees who worked for

1 Defendant in the State of California at any time during the PAGA Period (the “PAGA  
2 Members”).

3 The PAGA Period is defined as the period from January 10, 2023 to January 17, 2025.

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length  
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(s)(2), the Court has reviewed the sum  
7 allocated for payment of penalties under PAGA (the “Net Settlement Amount”), and determines  
8 that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement  
9 Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$300,000.00) less  
10 the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,  
11 Service Payment to Plaintiff, and Administration Expenses Payment to Simpluris, Inc. (the  
12 “Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be  
13 distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net  
14 Settlement Amount shall be distributed to the PAGA Members in accordance with this Order and  
15 Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided  
17 thereby, and finds that they are fair, just, reasonable, and adequate, subject to the reductions made  
18 herein for the PAGA Counsel Fees Payment and Service Payment. The Court hereby directs the  
19 Settlement Administrator to administer the Settlement and to make the payments as provided for  
20 by, and consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of Ninety Thousand Dollars and Zero Cents  
22 (\$90,000.00) to Plaintiff’s Counsel, Lawyers for Justice, PC and Parker & Minne, LLP  
23 (collectively, “Plaintiff’s Counsel”) for attorneys’ fees, which represents thirty percent (30%) of  
24 the Gross Settlement Amount. This amount shall be paid from the Gross Settlement Amount. The  
25 Court approves the payment of Fourteen Thousand Six Hundred Seventeen Dollars and Fifty-Four  
26 Cents (\$14,617.54) to Plaintiff’s Counsel for reimbursement of litigation costs and expenses  
27 incurred in the Action. This amount shall be paid from the Gross Settlement Amount. Any  
28 allocation of attorneys’ fees and costs between and among Plaintiff’s Counsel shall be made by

1 the Settlement Administrator pursuant to the separate and independent agreement between  
2 Plaintiff's Counsel.

3 10. The Court approves payment in the amount of Five Thousand Dollars and Zero Cents  
4 (\$5,000.00) to Plaintiff Lizbeth Barajas for a Service Payment. This amount shall be paid from  
5 the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment  
6 and the Settlement Agreement.

7 11. The Court approves payment in the amount of Three Thousand One Hundred Ninety  
8 Dollars and Zero Cents (\$3,190.00) to the Settlement Administrator for the Administration  
9 Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be  
10 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11 12. The Court approves the Notice of Representative PAGA Action Settlement  
12 ("Settlement Notice"), attached hereto as Exhibit 1, and the Settlement Administrator shall  
13 distribute the Settlement Notice to PAGA Members in both English and Spanish translations at  
14 the same time that it distributes Individual PAGA Payment checks to PAGA Members.

15 13. Pursuant to the terms of the Agreement, the Court orders Defendant to fund the Gross  
16 Settlement Amount of \$300,000.00 no later than thirty (30) calendar days after entry of this Order.

17 14. Within fourteen (14) calendar days after the date this Order granting approval of the  
18 Settlement is signed, Defendant shall provide the Settlement Administrator with the PAGA  
19 Members List, in accordance with this Order and Judgment and the Settlement Agreement. The  
20 Settlement Administrator shall distribute the Individual PAGA Payment checks to PAGA  
21 Members, LWDA PAGA Payment to the LWDA, Service Payment to Plaintiff, PAGA Counsel  
22 Fees Payment to PAGA Counsel, PAGA Counsel Litigation Expenses Payment to PAGA  
23 Counsel, and payment to itself for the Administration Expenses Payment, as provided for by this  
24 Order and Judgment and the Settlement Agreement, within fourteen (14) calendar days after  
25 Defendant funds the Gross Settlement Amount.

26 15. All Individual PAGA Payment checks that are issued to PAGA Members shall be  
27 valid for up to one hundred eighty (180) calendar days after the checks are initially mailed to the  
28 PAGA Members, and thereafter, shall be cancelled. Any funds associated with such cancelled

1 checks shall be transmitted to the State of California's Unclaimed Property Fund in the name of  
2 the PAGA Members who did not timely cash their checks.

3 16. PAGA Members shall not have the right to opt-out of or object to the Settlement. By  
4 way of and upon the entry of this Order and Judgment, Plaintiff and each PAGA Member is  
5 deemed to fully release and forever discharge Released Parties from the Released PAGA Claims.

6 17. Upon the Effective Date and the date that Defendant fully funds the entire Gross  
7 Settlement Amount, and except as to the rights and obligations created by the Settlement  
8 Agreement, Plaintiff and the PAGA Members, individually and on behalf of themselves and their  
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
10 and assigns, release the Released Parties from any and all claims under the California Labor Code  
11 Private Attorneys General Act of 2004, Labor Code sections 2698 et seq., for the recovery of civil  
12 penalties, attorneys' fees, and costs, which Plaintiff and/or the PAGA Members had, or may claim  
13 to have, against Defendant, arising out of the violations alleged in the Operative Complaint or  
14 Plaintiff's January 10, 2024 PAGA Notice, or which reasonably could have been alleged based on  
15 the facts and legal theories contained in the Operative Complaint or the January 10, 2024 PAGA  
16 Notice, including, but not limited to, the following claims for alleged violations of California  
17 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,  
18 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including  
19 inter alia, Wage Orders 1-2001 and 4-2001.

20 18. Notice of the entry of this Order and Judgment shall be provided to PAGA Members  
21 through a website maintained by the Settlement Administrator for the administration of this  
22 Settlement. The Court orders the Settlement Administrator to post a copy of the operative  
23 Complaint, Settlement Notice, Settlement Agreement, and this Order and Judgment on its website.  
24 This Order and Judgment shall be submitted by Plaintiff to the LWDA through the online system  
25 established for the filing of notices and documents, in conformity with California Labor Code §  
26 2699(l)(3).

27 19. A final accounting hearing shall be held on 11/21/25 at  
28 9:00 a.m. in Dept. S31 of the above-entitled court, located at 247 West Third Street,

San Bernardino, California 92415-0210. Plaintiff's Counsel shall submit a final administrator's report no later than 11/3/25 addressing the status of the settlement administration, including the actual amounts paid to the PAGA Members and the other amounts distributed under the Settlement, including any uncashed checks.

20. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this action and the parties, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

**IT IS SO ORDERED ADJUDGED, AND DECREED.**

Dated: 8/11/2025

  
The Honorable Stephanie Thornton-Harris  
Judge of the Superior Court

# **EXHIBIT 1**

## NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

*Barajas v. EMD Specialty Materials, LLC dba Arlon EMD, et al.*

San Bernardino Superior Court Case No. CIVSB2409070

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You are eligible to receive money** from a lawsuit brought pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA") (the "Action") against EMD Specialty Materials, LLC dba Arlon EMD ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee, Lizbeth Barajas ("Plaintiff") and seeks payment of civil penalties under PAGA for all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period (January 10, 2023 to January 17, 2025) ("PAGA Members").

### **SUMMARY OF THE SETTLEMENT**

#### **I. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, wages due during employment, and reimbursable expenses and failing to provide meal periods, rest breaks, accurate itemized wage statements, and maintain required payroll records. Based on these claims, Plaintiff seeks civil penalties under PAGA. Plaintiff is represented by attorneys in the Action ("PAGA Counsel"):

Arby Aiwezian, Esq.  
Joanna Ghosh, Esq.  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020

Jill J. Parker, Esq.  
S. Emi Minne, Esq.  
**PARKER & MINNE, LLP**  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6833

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

#### **II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that the Court has approved. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

#### **III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Has Paid \$300,000.00 as the Gross Settlement Amount ("Gross Settlement").  
Defendant deposited the Gross Settlement into an account controlled by the Administrator of the

Settlement. The Administrator is using the Gross Settlement to pay the Individual PAGA Payments, Service Payment to Plaintiff, PAGA Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). The Court entered Judgment on [insert date].

2. Court Approved Deductions from Gross Settlement. The Court has approved the following deductions from the Gross Settlement:

- A. \$90,000.00 (30% of the Gross Settlement) to PAGA Counsel for attorneys' fees and \$[insert amount of approved costs, not to exceed \$25,000.00] for their litigation expenses. To date, PAGA Counsel have worked and incurred expenses on the Action without payment.
- B. \$5,000.00 as a Service Payment to Plaintiff for filing the Action, working with PAGA Counsel, and representing the PAGA Members and the State of California. A Service Payment will be the only money Plaintiff will receive other than Plaintiff's Individual PAGA Payment.
- C. [Insert amount of approved administration costs, not to exceed \$6,000.00] to the Administrator for services administering the Settlement.

3. Net Settlement Distributed to LWDA and to PAGA Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") to the LWDA and the PAGA Members as follows: 75% to the LWDA and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

4. Designation of Individual PAGA Payments as Penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payment is taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. You cannot opt-out of the the Settlement. All PAGA Members are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice and to calculate and make payments. The Administrator will also mail and re-mail Settlement checks and tax forms, and perform other tasks necessary to administer the

Settlement. The Administrator's contact information is as follows:

Name of Settlement Administrator Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

8. PAGA Members' PAGA Release. Upon the Effective Date and the date when Defendant fully funded the entire Gross Settlement Amount, all PAGA Members are barred from asserting PAGA claims against Defendant that were asserted in this Action and which arose during the PAGA Period. This means that all PAGA Members cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases is as follows:

All PAGA 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 any and all claims under the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 et seq., for the recovery of civil penalties, attorneys' fees, and costs, which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant, arising out of the violations alleged in the Operative Complaint or the PAGA Notice, or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice, including, but not limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 4-2001.

The "Released Parties" are defined as EMD Specialty Materials, LLC dba Arlon EMD and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.

#### IV. HOW DID THE ADMINISTRATOR CALCULATE MY PAYMENT?

The Administrator calculated Individual PAGA Payments by: (a) dividing 25% of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member.

According to Defendant's records, during the period from **January 10, 2023 to January 17, 2025** (i.e., the PAGA Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [ ] Pay Periods.

Under the terms of the Settlement, your Individual PAGA Payment is \$ \_\_\_\_\_.

#### V. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to PAGA Counsel or the Administrator using the contact information listed herein. Alternatively, you may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, during business hours, or online by visiting the following website: <https://cap.sb-court.org/search>, and entering Case Number CIVSB2409070 in the "Case Number Search" box.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT  
THE SETTLEMENT.**

**VI. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.