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7 Telephone: (310) 531-1900  
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9 Attorneys for Plaintiff  
10 Javier Perez individually, and on behalf of  
11 all others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF RIVERSIDE

14 JAVIER PEREZ, an individual, on behalf of  
15 himself and all others similarly situated,

16 Plaintiff,

17 vs.

18 JPI DEVELOPMENT GROUP, INC., a  
19 California corporation; and DOES 1 through  
20 50, inclusive,

21 Defendants.

CASE NO. RIC2003705

[Hon. Craig G. Riemer, Dept. 1]

**NOTICE OF ENTRY OF JUDGMENT**

Action Filed: September 18, 2020


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**TO ALL PARTICIPATING CLASS MEMBERS:**

PLEASE TAKE NOTICE that the Court has entered judgment in the action entitled *Perez v. JPI Development Group, Inc.*, Riverside County Superior Court Case No. RIC2003705. A copy of the Judgment is attached to this Notice.

DATED: May 20, 2022

MATERN LAW GROUP, PC

By:   
\_\_\_\_\_  
MATTHEW J. MATERN  
DEBRA J. TAUGER  
MATTHEW W. GORDON  
VANESSA M. RODRIGUEZ  
Attorneys for Plaintiff JAVIER PEREZ,  
individually and on behalf of all others  
similarly situated

# **EXHIBIT A**

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Attorneys for Plaintiff  
Javier Perez individually, and on behalf of  
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAVIER PEREZ, an individual, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

JPI DEVELOPMENT GROUP, INC., a  
California corporation; and DOES 1 through  
50, inclusive,

Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAY 20 2022

*MA* **L. Howell**

CASE NO. RIC2003705

[Hon. Craig G. Riemer, Dept. 1]

**[REVISED PROPOSED] ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT; AND  
JUDGMENT**

Action Filed: September 18, 2020

CR

1 Plaintiff Javier Perez's ("Plaintiff") Motion for Final Approval of Class Action Settlement  
2 came on regularly for hearing on May 13, <sup>and 20</sup> 2022, the Honorable Craig Reimer presiding. Having  
3 reviewed Plaintiffs' motion and all papers submitted in support thereof, including the Stipulation  
4 of Class Action Settlement ("Stipulation"), and good cause appearing therefor, IT IS HEREBY  
5 ORDERED, ADJUDGED AND DECREED that:

6 1. Plaintiff's Motion for Final Approval of Class Action Settlement between  
7 Plaintiff Javier Perez ("Plaintiff"), individually and on behalf of all others similarly situated,  
8 and Defendant JPI Development Group, Inc. ("Defendant") is GRANTED.

9 2. The Settlement is based on the parties' Stipulation of Class Action Settlement  
10 ("Settlement Agreement") which was filed with the court on October 21, 2021 and attached to  
11 the Declaration of Matthew J. Matern in Support of Plaintiff's Motion for Preliminary Approval  
12 of Class Action Settlement.

13 4. In accordance with the Settlement Agreement, Judgment shall be entered in the  
14 action pursuant to the terms of the Settlement Agreement, in the amount of \$950,000.00 plus  
15 Defendant's share of payroll taxes and withholdings which shall be paid separately from and in  
16 addition to this amount.

17 5. Solely for purposes of effectuating the Settlement, the Court has certified a Class  
18 defined as "all hourly paid field persons employed by Defendant in California at any time  
19 during the period from September 18, 2016 through June 23, 2021 ("Class Period")."

20 6. Upon entry of the Judgment, the Settlement Administrator shall disburse the  
21 following amounts from the Maximum Settlement Amount of \$950,000.00:

22 a. \$325,000.00 to Class Counsel for attorneys' fees (33 1/3% of  
23 \$979,500.00, or the sum of the Maximum Settlement Amount and the Prior Settlement Amount  
24 of \$29,500.00 minus \$1,500.00), payable to Matern Law Group, PC;

25 b. <sup>14,297.40</sup> ~~\$14,335.50~~ to Class Counsel for litigation costs payable to Matern  
26 Law Group, PC;

27 c. \$18,750.00 (75% of \$25,000.00 PAGA Payment) payable to the Labor  
28 and Workforce Development Agency;

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- d. \$2,500.00 for a Service Award to Plaintiff;
- e. ~~\$10,000.00~~<sup>9860.00</sup> to ILYM Group, Inc. for administration expenses; and
- f. The remaining amount will be distributed as set forth in the Settlement Agreement and the Second Supplemental Declaration of Madely Nava.

7. Defendant's share of payroll taxes will be paid separately from the Maximum Settlement Amount.

8. Any envelope transmitting an Individual Settlement Payment check to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

9. All Individual Settlement Payment checks shall be negotiable for 180 days from the date of mailing.

10. The administrator shall mail a reminder postcard to any Class Member whose Individual Settlement Payment check has not been negotiated within 60 days after the date of mailing.

11. If (i) any of the class members are current employees of the Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with the Defendant to have those distributions delivered to the employees at their place of employment.

12. Upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and Participating Class Members shall be deemed to have released their respective Released Claims against the Released Parties. "Released Parties" means "Defendant JPI Development Group, Inc. and its officers, directors, employees, and agents." "Released Claims" with respect to the Participating Class Members (other than Plaintiff) means "all claims stated in the Complaint and those based solely upon the facts alleged in the Complaint and those based solely upon the facts alleged in the Complaint and arising at any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay

1 Minimum Wage, Including Prevailing Wage; (5) Failure to Pay All Wages Due to Discharged  
2 and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish  
3 Accurate Itemized Statements; (8) Failure to Indemnify Employees for Necessary Expenditures  
4 Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices.”

5 13. Upon the Settlement Administrator’s receipt of the total Maximum Settlement  
6 Amount from Defendant, Plaintiff and the State of California shall be deemed to have released  
7 their respective Released PAGA Claims against the Released Parties. “Released PAGA Claims”  
8 means “all claims for civil penalties that could have been sought by the Labor Commissioner for  
9 the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any  
10 aggrieved employee’s claim for wages or damages.”

11 14. Plaintiff expressly waives and relinquishes all rights and benefits of Civil Code  
12 section 1542 which provides as follows:

13 A general release does not extend to claims which the creditor or  
14 releasing party does not know or suspect to exist in his or her  
15 favor at the time of executing the release and that, if known by  
16 him or her, would have materially affected his or her settlement  
17 with the debtor or releasing party.

18 However, Plaintiff’s release does not apply to the Plaintiff’s claims alleged in his individual  
19 action entitled *Javier Perez v. JPI Development Group, Inc.*, Riverside County Superior Court  
20 Case No. CVSW2001039.

21 15. The following four Class Members have submitted valid requests for exclusion  
22 from the Settlement: Jose Renteria, Joseph Renteria, Julio Cesar Lemus, and Roy Trigueros.  
23 They are not bound by the Released Claims or this Judgment.

24 16. The Settlement Administrator shall file a report concerning the amount of  
25 money distributed by January 12, 2023. A non-appearance hearing on the Final Report is  
26 scheduled for January 27, 2023.

27 17. Pursuant to Cal. Rule of Court 3.769(h), the Court retains jurisdiction over the  
28 parties, all matters arising out of, or related to the action, the Settlement, the Settlement

1 Agreement, its administration and consummation and the determination of all controversies  
2 relating thereto, to enforce the terms of this Judgment.

3 18. Class Counsel will write the Notice of Entry of Judgment and send it to the  
4 Settlement Administrator who will post it on its website within seven (7) days following entry  
5 of the Judgment. The Notice of Entry of Judgment will state as follows:

6 TO ALL PARTICIPATING CLASS MEMBERS:

7 PLEASE TAKE NOTICE that the Court has entered judgment in the  
8 action entitled *Perez v. JPI Development Group, Inc.*, Riverside County  
9 Superior Court Case No. RIC2003705. A copy of the Judgment is  
10 attached to this Notice.

11 19. This Judgment is intended to be a final disposition of the action in its entirety,  
12 and is intended to be immediately appealable.

13 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

14  
15 DATED:

May 20, 2022

  
HON. CRAIG G. RIEMER  
Judge of the Superior Court



**PROOF OF SERVICE**

***Perez v. JPI Development Group, Inc.***  
**Riverside Superior Court Case No. RIC2003705**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On May 20, 2022, I served the following document:

**NOTICE OF ENTRY OF JUDGMENT**

**By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Thomas W. Kovacich, Esq. Joshua N. Lange, Esq. ATKINSON, ANDELSON, LOYA, RUUD & ROMO 12800 Center Court Drive, Suite 300 Cerritos, California 90703 Telephone: (562) 653-3200 Facsimile: (562) 653-3333 Email: tkovacich@aalrr.com joshua.lange@aalrr.com	Attorneys for Defendant JPI DEVELOPMENT GROUP, INC.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 20, 2022 at Manhattan Beach, California.



\_\_\_\_\_  
Natalia Bonilla