

HAROUT MESSRELIAN (SBN: 272020)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHAEL NEVAREZ,

Plaintiff,

vs.

LYNWOOD ROADS DELIVERY, LLC
and DOES 1 to 25, inclusive

Defendant(s).

Case No.: 21STCV41387

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AND FINAL JUDGMENT**

Action filed: 11/9/21

Hearing
Date/Time: May
19, 2022, 8:30am

Reservation ID:
456599702632

Department: 48,
Hon. Laura Seigle

Submitted Herewith Under Separate Cover:
1. Supplemental Declaration of Harout Messrelian
In Support of Motion for Approval of PAGA
Settlement and Release

FILED
Superior Court of California
County of Los Angeles

MAY 19 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By [Signature], Deputy
Kevin Lappin

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1 former non-exempt employees of Defendant Lynwood Roads Delivery, LLC ("Defendant(s)")
2 who were employed by Defendant(s) in California at any time from November 19, 2019
3 through the date the Court grants approval of the Settlement between Plaintiff and Defendant
4 and signs this Order Granting Motion for Approval of PAGA Settlement and Final Judgment
5 ("Order and Final Judgment"), inclusive.
6

7 3. The Covered Period is the period from November 19, 2019 through and including
8 the date the Court grants approval of the Settlement between Plaintiff and Defendant and signs
9 this Order and Final Judgment.

10 4. The Court hereby orders that, pursuant to the Settlement Agreement, Defendant shall pay
11 the Gross Settlement Amount of One-Hundred Thirty-Five Thousand Dollars (\$135,000) to the
12 Settlement Administrator pursuant to the terms of the Settlement Agreement.

13 5. The Court approves the scope of the release contained in the Settlement Agreement.
14 Following entry of this Order and Final Judgment, Plaintiff, all Aggrieved Employees and the State of
15 California will release the Released Persons from the Released Claims, as follows:
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17 As of the Effective Date, regardless of whether they actually
18 receive notice of the Settlement or any payment pursuant to the
19 Settlement, Plaintiff, the Aggrieved Employees, and the State of
20 California release the Released Persons from all claims, liabilities
21 and/or causes of action for civil penalties for violations alleged in
22 the Litigation, or that could have been alleged in the Litigation
23 based on the facts alleged in the Litigation, or that are related or
24 attributable to or arise from the facts and/or claims alleged in the
25 Litigation, occurring during the Covered Period that Plaintiff, the
26 Aggrieved Employees, and/or the State of California may have
27 under the California Labor Code, California Industrial Welfare
28 Commission ("IWC") Wage Orders, California state regulations,
and/or any other provisions of California state law, whether known
or unknown, suspected or unsuspected, including but not limited
to those arising from, related to, or attributable to any allegations
that Plaintiff and/or the Aggrieved Employees suffered California
Labor Code and/or other violations of California state law based
on and/or for (1) failure to pay all wages for all hours worked,
including, but not limited to, for off-the-clock work; (2) failure to
pay all overtime and/or double time wages; (3) failure to pay

1 overtime wages at the correct regular rates of pay; (4) failure to
2 pay minimum wages; (5) failure to provide compliant rest periods
3 and to pay related rest period premiums of one additional hour of
4 pay at each Aggrieved Employee's regular rate of compensation
5 for each work day that one or more rest periods was not provided;
6 (6) failure to provide compliant meal periods and to pay related
7 meal period premiums of one additional hour of pay at each
8 Aggrieved Employee's regular rate of compensation for each work
9 day that one or more meal periods was not provided; (7) failure to
10 timely pay all wages during employment as required by applicable
11 law; (8) failure to timely pay all wages at termination,
12 and failure to pay applicable waiting time penalties; (9) unlawful
13 taking, confiscation, conversion, collection, interference with,
14 receiving and/or handling of gratuities (tips) left by patrons, and
15 failure to return, pay and/or provide all gratuities in a timely
16 fashion, and failure to keep accurate records of all gratuities
17 received; (10) failure to provide compliant, complete and accurate
18 itemized wage statements; (11) failure to maintain accurate and
19 complete timekeeping and payroll records; (12) failure to
20 reimburse all necessary business expenses, losses and/or costs;
21 (13) failure to provide sick pay and to provide notice of sick pay
22 rights; (14) failure to provide Workers' Compensation insurance
23 coverage; (15) violations of California Labor Code section 558;
24 (16) unlawful time rounding policies and procedures; (17) unfair
25 business practices (California Business & Professions code section
26 17200); (18) any other California Labor Code violations alleged in
27 the Litigation, or that could have been alleged in the Litigation
28 based on the facts alleged in the Litigation; and (19) any other
California Labor Code violations based on, arising from, related
to, or attributable to the facts alleged and contentions raised in the
LWDA Notice and/or Plaintiff's State Court Complaint, which
include, but are not limited to, alleged violations of California
Labor Code sections 201-204, 204b, 210, 226, 226.3, 226.7, 232,
246, 351, 353, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
1194.2, 1197, 1197.1, 1198, 2800, 2802, 3700.5; the IWC Wage
Orders, including Wage Order nos. 4 and 9; California Business &
Professions Code section 17200; and the California Code of
Regulations (the "Released Claims"). Without in any way limiting
the foregoing, and for the avoidance of doubt, Plaintiff, the
Aggrieved Employees and the State of California release the
Released Persons from all of the Released Claims on behalf of
themselves and their heirs, executors, representatives,
administrators, agents, insurers, successors and assigns. Further,
without in any way limiting the foregoing, and for the avoidance
of doubt, Plaintiff, the Aggrieved Employees and the State of
California also release the Released Persons from any and all
claims for attorneys' fees and/or Litigation costs incurred in

1 connection with the Action or otherwise, including, but not limited
2 to, in connection with prosecuting the Released Claims, other than
3 those attorneys' fees and Litigation costs set forth in the Settlement
4 Agreement that are to be paid from the Gross Settlement Amount
5 to the extent they are approved by the Court.

6 Without in any way limiting the foregoing, Plaintiff, the Aggrieved
7 Employees and/or the State of California may hereafter discover
8 facts or legal arguments in addition to or different from those they
9 now know or currently believe to be true with respect to the claims,
10 causes of action and legal theories of recovery in the Litigation
11 which are the subject matter of the Released Claims. Regardless,
12 the discovery of new facts or legal arguments shall in no way limit
13 the scope or definition of the Released Claims.

14 Further, without in any way limiting the foregoing, Plaintiff, the
15 Aggrieved Employees and the State of California understand that the
16 Settlement Agreement extends to all claims of every nature and kind,
17 known or unknown, suspected or unsuspected, arising from, related to
18 or attributable to the Released Claims only. Plaintiff, the Aggrieved
19 Employees and the State of California expressly waive and relinquish
20 any and all claims, rights or benefits that they may have under California
21 Civil Code § 1542 as to the Released Claims only, and such waiver of
22 Civil Code § 1542 is expressly included within the definition of
23 "Released Claims". Plaintiff, the Aggrieved Employees and/or the State
24 of California may hereafter discover claims or facts in addition to, or
25 different from, those which they know or believe to exist, but Plaintiff,
26 the Aggrieved Employees and the State of California expressly agree to
27 fully, finally and forever settle and release any and all claims against the
28 Released Persons, known or unknown, suspected or unsuspected,
which exist or may exist, arising from, related to or attributable to the
Released Claims.

6. In the event Defendant fails to ever deposit the Gross Settlement Amount with the
Settlement Administrator, the foregoing waiver and release of claims shall NOT become
effective.

7. In addition to the foregoing, Plaintiff has also provided the Released Persons with a
general release of all claims along with a waiver of the protections of California Civil Code section
1542.

8. The Court hereby approves, as to form and content, the Notice of Settlement of Private
Attorneys General Act Lawsuit, attached as Exhibit C to the Joint Stipulation of PAGA Settlement

1 Agreement and Release signed by Plaintiff on October 24, 2021 and Defendant(s) on October 27,
2 2021 and attached as Exhibit 2 to the Declaration of Harout Messrelian filed on January 24, 2022
3 (the "Notice"), which shall be mailed via First-Class United States Mail to the Aggrieved Employees
4 in English and Spanish along with the individual settlement payments by the Settlement
5 Administrator pursuant to the terms and procedures outlined in the Settlement Agreement.

6 9. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
7 Administrator for this Settlement.

8 10. The Court finds that the attorneys' fees in the amount of \$45,000 for Plaintiff's Counsel,
9 and reimbursement of Litigation costs of \$6,729.22 are fair, reasonable and adequate, and orders that
10 the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the
11 Settlement Agreement.

12 11. The Court orders that the Settlement Administrator shall be paid \$3,850.00 for all of its
13 work done and to be done until the completion of this matter, and finds that sum appropriate.

14 12. The Court finds that, after the above approved items are deducted from the Gross
15 Settlement Amount, the Net Settlement Amount will be \$79,420.78. Seventy-five percent of this
16 amount (or \$59,565.59) shall be distributed to the State of California Labor and Workforce
17 Development Agency, and the remaining twenty-five percent (or \$19,855.19) shall be distributed to
18 the Aggrieved Employees pursuant to the terms of the Settlement Agreement.

19 13. This Order and Final Judgment shall be binding on all Aggrieved Employees and the
20 State of California, who are hereby barred by the doctrine of Res Judicata from re-litigating the
21 Released Claims. (See Arias v. Superior Court (2009) 46 Cal.4th 969, 986).

22 14. The Court shall retain exclusive and continuing jurisdiction over the above-captioned
23 action and the Parties for purposes of enforcing the terms of the Settlement Agreement as well as the
24 Order and Final Judgment pursuant to Code of Civil Procedure section 664.6.

25 15. Plaintiff's counsel is hereby ordered to submit this Order and Final Judgment to the
26 Labor and Workforce Development Agency (LWDA) pursuant to the requirements of Labor
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1 Code Section 2699(l)(3).

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

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5 Date: MAY 19, 2022

By: Laura Seigle
6 Hon. Laura Seigle, Superior Court Judge