

1 HAROUT MESSRELIAN (SBN: 272020)
2 MESSRELIAN LAW INC.
3 500 N. Central Ave., Suite 840
4 Glendale, CA 91203
5 Telephone: (818) 484-6531
6 Facsimile: (818) 956-1983
7 Attorneys for Plaintiffs

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

9 ALEJANDRO PANUCO; ADRIAN
10 DELGADO ROSALES; NOE SILVA,

11 *Plaintiffs,*

12
13 vs.

14 BEACON SALES ACQUISITION, INC.
15 and DOES 1 to 25, inclusive,

16 *Defendant(s).*

Case No.: 21STCV18970

**[PROPOSED] ORDER ON MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
DISMISSAL WITH PREJUDICE**

Action filed: 5/19/21

Date: 6/26/23

Time: 8:30am

Dept: 19

Reservation ID:
351669393189

Department: 19,
Hon. Stephanie
Bowick

Submitted Herewith Under Separate Cover:

1. Motion for Approval of PAGA Settlement and Release; and
2. Declaration of Harout Messrelia In Support of Motion for Approval of PAGA Settlement and Release

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”), Plaintiffs submitted a Motion for Approval of Settlement under PAGA.

Plaintiffs Alejandro Panuco, Adrian Delgado Rosales, Noe Silva filed their Complaint on or around May 19, 2021, seeking civil penalties on behalf of the State of California and similarly situated aggrieved employees“, as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiffs’ Complaint and their letter to the Labor Workforce and Development Agency (“LWDA”) dated November 4, 2020 and November 6, 2020, on behalf of all current and former non-exempt employees of Defendant Beacon Sales Acquisition, Inc. (“Defendant”) from January 14, 2021, through the date of the settlement approval, inclusive (this litigation is referred to herein as the “Action”).

The parties reached a proposed settlement of the Action (the “Settlement”), and Plaintiffs have filed a Motion for Approval of PAGA Settlement and Release seeking approval of the Settlement. Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(1)(2). Accordingly, the Court, having received and considered Plaintiffs’ Motion for Approval of PAGA Settlement and Release, and all papers and documents filed therewith and incorporated therein in support of the parties’ proposed settlement, and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. This Order hereby adopts and incorporates by reference the terms and conditions of the parties’ Settlement Agreement;
2. The Court finds that it has jurisdiction over the subject matter of the Action and over the Parties to the Action, including all Plaintiffs and PAGA Members (as defined in the Settlement Agreement);
3. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement pursuant to its terms and conditions. In particular, the Court finds the instant Action presents a good faith dispute of the claims alleged, and that the Settlement was reached following

1 meaningful discovery and investigation conducted by Plaintiffs, that the Settlement is the result
2 of serious, informed, adversarial, and arm's-length negotiations between the parties, and that the
3 terms and conditions of the Settlement are in all respects fair, adequate, and reasonable;

4 4. In so finding, the court has considered all evidence presented, including evidence
5 regarding the strength of the Plaintiffs' claims; the risk, expense, and complexity of the claims
6 presented; the likely duration of further litigation; the amount offered in settlement; the extend
7 of investigation and discovery completed; and the experience of counsel, among other factors.
8 The parties have provided the Court with sufficient information about the nature and magnitude
9 of the claims being settled, as well as the impediments to recovery, to make an independent
10 assessment of the reasonableness of the terms to which the Parties have agreed;

11 5. Accordingly, the Court finds in favor of settlement approval, and that the
12 Settlement is, in all respects, fair, reasonable, and adequate, and therefore approves the
13 Settlement of the Action, as set forth in the Settlement Agreement;

14 6. The Settlement is not an admission by Defendant, nor is this Order and Judgment
15 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
16 Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken
17 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,
18 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

19 7. The Court finds further that Plaintiffs, acting on behalf of themselves, the PAGA
20 Members, and the State of California, by operation of this Order and Judgment, hereby release
21 and forever discharge the Released Parties (as defined in the Settlement Agreement) from any
22 and all Settled PAGA Claims (as defined in the Settlement Agreement);

23 8. The Court further finds that the foregoing release shall be binding on Plaintiffs,
24 the PAGA Members, and the State of California, who are hereby barred from re-litigating the
25 Settlement PAGA Claims;

26 9. The Parties are directed to comply with all terms of the Settlement Agreement,
27 and Defendant is directed to make all payments required by the Settlement Agreement;

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10. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of Two-Hundred Fifty Thousand Dollars (\$250,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of payments to the LWDA and PAGA Members, Settlement Administrator Costs, and Attorney's Fees and Costs (as defined in the Settlement Agreement). No portion of the Gross Settlement Amount will revert to Defendant.

11. The Court grants Plaintiffs' requests an award of attorney's fees of Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$83,333.33); costs of Seven Thousand Two-Hundred Twenty-Six Dollars and Zero cents (\$7,226.00); and settlement administrator costs to PHOENIX SETTLEMENT ADMINISTRATORS of Five Thousand Dollars and Zero Cents (\$5,000.00).

12. After deducting the foregoing payments, the estimated remainder of approximately \$154,440.67 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (\$115,830.50) to the LWDA, and the remaining 25 percent (\$38,610.17) to the PAGA Members on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and PAGA Members, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

13. The Action is hereby DISMISSED WITH PREJUDICE as to all parties and all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED.

HON. STEPHANIE BOWICK