MESSRELIAN LAW INC.
Harout Messrelian, Esq. (SBN 272020)
hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorney for Plaintiff,
DANIEL ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

DANIEL ESTRADA,

Plaintiff,

vs.

ALLEN GWYNN CHEVROLET, INC.; JAMES V. BACON SR.; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 21STCV11667

[Assigned for all purposes to Honorable Virginia Keeny]

PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

[Filed Concurrently with Declaration of Harout Messrelian, Declaration of Daniel Estrada and Proposed Order]

Hearing Date: 7/27/26
Time: 8:30am
Department: 529

Res. ID: 893226014973

Complaint Filed: March 25, 2021

TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on July 27, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 529 of the above-entitled Court, Plaintiff Daniel Estrada ("Plaintiff") will and hereby does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiff and Defendant Allen Gwynn Chevrolet, Inc. (hereinafter "Defendant" or "ALLEN GWYNN") (collectively, "the Parties")

This Motion is based on this Notice, the attached Memorandum of Points and Authorities; the concurrently-filed Declaration of Harout Messrelian and Daniel Estrada, the papers and pleadings on file in this action, any and such other evidence and oral argument as may be presented in connection with the hearing on this Motion.

DATED: June 29, 2026

MESSRELIAN LAW INC.

By______________________

Harout Messrelian, Esq.
Attorney for Plaintiff
Daniel Estrada

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiff and Defendants are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The Parties have memorialized the terms of this settlement in a "Joint Stipulation of Settlement and Release of PAGA Action" (the "Settlement Agreement"). Attached as **Exhibit 1** to the Declaration of Harout Messrelian ("Messrelian Decl.") is a true and accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and former non-exempt employees of Defendants in the State of California from January 20, 2020 until October 28, 2025 ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code section 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendants are in the automobile dealership business and sell, lease, and service motor vehicles in Los Angeles County, California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendants as an Internet Manager, earning an hourly wage plus commissions, for approximately thirteen to fourteen years during and through the PAGA Period. *See* Declaration of Harout Messrelian ("Messrelian Decl.") ¶ 4.

Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On January 12, 2021, Plaintiff on behalf of himself and Defendants' California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendants of their claims against Defendants. In his notice to the LWDA, Plaintiff asserted on behalf of himself and the Aggrieved Employees that Defendants (1) failed to provide and maintain required tools and equipment or compensate affected employees at no less than twice the minimum wage (IWC Wage Order No. 4/7, section 9(B));

(2) failed to compensate for all hours worked and to pay minimum wages (Labor Code sections 1194, 1197, 1197.1); (3) failed to pay for rest and recovery periods and other non-productive time (Labor Code section 226.2); (4) failed to pay overtime compensation, including at the proper regular rate of pay (Labor Code section 510); (5) failed to provide meal breaks (Labor Code sections 512, 226.7); (6) failed to provide rest breaks (Labor Code section 226.7); (7) failed to timely pay wages due during employment (Labor Code section 204); (8) failed to provide accurate itemized wage statements (Labor Code section 226); (9) failed to keep accurate and complete payroll records (Labor Code sections 1174, 1174.5); (10) failed to pay all wages due at the end of employment (Labor Code section 203); and (11) failed to reimburse necessary business expenses (Labor Code sections 2800, 2802); Plaintiff further sought derivative civil penalties under Labor Code sections 558, 226.3, and 1197.1. Plaintiff filed his initial lawsuit on March 25, 2021, in the Superior Court for the State of California, County of Los Angeles, Case No. 21STCV11667, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶ 5.

Through informal discovery, Defendants produced records and represented that they employed approximately 197 employees falling within Plaintiff's Aggrieved Employees definition for the period from January 20, 2020 through October 28, 2025, and that there are paychecks issued for a total of approximately 8,091 pay periods worked for that same time period. *See* Messrelian Decl., ¶ 6.

The Settlement Agreement covers the Aggrieved Employees, employed on or after January 20, 2020, through October 28, 2025. *See* Messrelian Decl., ¶ 7.

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit. *See* Messrelian Decl., ¶ 8.

The parties attended a full-day mediation with experienced mediator J.J. Johnston on March 25, 2026, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for a sample of all 197 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of "PAGA Settlement Agreement" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶ 9.

The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the PAGA Members, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses are still struggling to remain afloat, much less prosper and make a large profit. *See* Messrelian Decl., ¶ 10.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits, especially in light of the post-pandemic era and the business climate. *See* Messrelian Decl., ¶ 11.

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III. FAIRNESS OF THE SETTLEMENT

While this Action is a representative PAGA claim, the Parties are not obligated to follow the class action procedural rules for obtaining approval of this settlement. *Arias v. Superior Court (Angelo Dairy)*, 46 Cal.4th 969 (2009).

Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members were not provided meal breaks under the law and that Defendant failed to properly calculate the regular rate of pay by not including commission payments in the regular rate for overtime purposes for a portion of the PAGA period. *See* Messrelian Decl., ¶ 12.

Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code sections 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code section 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl., ¶ 13.

As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a shift violation rate of 8.7% for short, late, or no meal breaks for shifts that were 5 hours or greater. The data revealed that 92.8% of pay periods in the sample included shifts that were 5 hours or greater. As such, we are dealing with alleged violations covering 7,508 pay periods [8,091 total pay periods x 92.8%]. If you extrapolate the 8.7% shift violation rate, it amounts to 34.6% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period, which Plaintiff understands Defendants dispute, would be $129,900, which is calculated as follows: 7,508 pay periods x 34.6% equals 2,598 affected pay periods; 2,598 pay periods x $50/pay period (civil penalty) amounts to $129,900 in exposure. Plaintiff further discounts this claim by approximately 25% due to the individualized nature of the meal-period inquiry and the risks associated with manageability, which reduces the realistic exposure on this theory to approximately **$97,425**. The data analysis also reflected that meal period premiums were in fact paid in the sample, which Defendants would rely upon to dispute the claim. Defendants contend that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendants' time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge as Plaintiff would have issues with manageability. *See* Messrelian Decl., ¶ 14.

As it relates to Plaintiff's argument that Defendants failed to properly calculate the regular rate of pay, Plaintiff's expert data analyst found that 29.7% of the pay periods reflected a commission payment in the same pay period in which overtime was worked, such that the overtime was not paid at the correct regular rate of pay inclusive of the commission earnings. 29.7% of the pay periods equates to 2,403 pay periods [8,091 pay periods x 29.7%]. As such, the maximum exposure for the regular rate violations in the PAGA period would be $240,300, which is calculated as follows: 2,403 pay periods x $100/pay period (civil penalty) amounts to **$240,300** in exposure. As such, the maximum exposure for meal period and regular-rate violations in the PAGA period, which Plaintiff understands Defendants dispute, would be **$337,725**. *See* Messrelian Decl., ¶ 15.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. As it relates to minimum wage and rounding issues, the data showed that there was no rounding because Defendants paid hours worked to the second decimal point, undermining any minimum wage theory premised on rounding. As it relates to straight overtime issues, the data showed that overtime hours were paid correctly when employees did in fact work overtime, and the average number of hours worked was only 7.8 hours, which does not trigger daily overtime. As it relates to rest break violations, there are likewise risks and problems with proof, as there was no evidence on paper of any rest period violations since rest periods were not tracked by Defendants' timekeeping system – nor does the law require that rest periods be tracked – as is common for most businesses in California. *See* Messrelian Decl., ¶ 16.

As it relates to Plaintiff's claim of business expense reimbursement, Defendants argued that employees, including Plaintiff, did not need to use their personal cell phones for work purposes because it was not required, and that to the extent any employee chose to use a personal cell phone, it was a matter of personal preference. Defendants further argued that all tools necessary to perform job duties were provided by the employer, particularly as to the technicians, and that to the extent employees elected to bring their own tools out of comfort or preference, that was their own individual choice for which no reimbursement is owed. Plaintiff's remaining claims are derivative claims for violations of Labor Code sections 203, 204, and 1174, which are not triggered by the meal period violations. *See* Messrelian Decl., ¶ 17.

Based on the above calculations, Plaintiff's aggregate maximum exposure for the strongest disputed claims, which again Plaintiff understands Defendants dispute, would be **$337,725**. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of $210,000 is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶ 18.

Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendants also adamantly dispute all of Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶ 19.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. In *Carrington v. Starbucks*, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $40,455 in PAGA penalties (8,091 x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Defendants have also provided defenses to the Labor Code claims underlying Plaintiff's allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶ 20.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See* Messrelian Decl., ¶ 21.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, his attorneys, and the State of California. *See* Messrelian Decl., ¶ 22.

Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F.3d 902 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, the aggrieved employees, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. *See* Messrelian Decl., ¶ 23.

IV. TERMS OF THE SETTLEMENT

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the PAGA Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA notice submitted by Plaintiff to the LWDA with respect to Aggrieved Employees from January 20, 2020 and October 28, 2025, including claims for civil penalties under the PAGA for the alleged failure to: provide and maintain required tools and equipment or compensate affected employees at no less than twice the minimum wage; properly pay for all hours worked and pay all minimum wages; pay for rest and recovery periods and other non-productive time; pay all overtime wages, including at the proper regular rate of pay; provide lawful meal periods or provide meal premium compensation in lieu thereof; authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof; timely pay all wages during employment and upon separation of employment; provide compliant wage statements; keep accurate and complete payroll records; and reimburse necessary business expenses; and for civil penalties for violation of and/or based on California Labor Code sections 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders. *See Generally* **Exhibit 1**, paragraph 55.

Defendant agrees to pay $210,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $70,000.00 (33.33% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $10,863.73 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $10,000.00 as a Service Award to Plaintiff.

iv. $3,500.00 in Administration Expenses Payment to the Administrator (ILYM Group, Inc.).

v. $115,636.27 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $86,727.20 (75% of "NSA") to the LWDA, which represents PAGA Penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $28,909.07 (25% of NSA) to the Aggrieved Employees, which represents PAGA Penalties payable to the Aggrieved Employees as civil penalties.

See generally Messrelian Decl., ¶ 24; **Exhibit 1**, paragraphs 41, 44, 45, 46, 47.

Plaintiff and each Aggrieved Employee shall receive a pro rata share of 25% of the PAGA Payment calculated according to the number of Qualifying Pay Periods the Aggrieved Employee worked during the PAGA Period. **Exhibit 1**, paragraphs 47-48.

Individual PAGA Payments shall be allocated as penalties, not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Aggrieved Employee along with the Individual PAGA Payment. **Exhibit 1**, paragraph 48c.

V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's request for $70,000.00 in attorney fees and $10,863.73 in litigation costs is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 47 fn. 11 (2008) (*quoting Shaw v. Toshiba America Information Systems, Inc.*, 91 F.Supp.2d 942, 972 (E.D. Tex. 2000); *see also Lafitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 503 (Cal. Aug. 11, 2016) (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a strong result for the Aggrieved Employees and the State while bearing the substantial burdens of contingency representation. *See generally* Messrelian Decl., ¶¶ 25-26.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*, 20 Cal.3d. 25, 48-49 (1977) ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 230, 254 (2001); *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 26-30 (2000).

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit/complaint filing fee of $454.22; PAGA initial filing fee of $75.00; service of lawsuit and other documents fee of $308.00; expert data analysis fee of $1,150.00; mediation fee of $8,750.00; Court appearance (virtual) fee of $15.00; and miscellaneous filing fees of $111.51 for a total of $10,863.73. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶ 27.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. *See Generally*, **Exhibit 1,** paragraph 51.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement. *See generally* Messrelian Decl., ¶ 28, **Exhibit 1**, paragraph 29.

A. Mailing of Settlement Packets

Within thirty (30) calendar days of the Effective Date, Defendants shall provide the Settlement Administrator with the Employee Information for purposes of mailing the Settlement Packets to Aggrieved Employees. Upon receipt of the Employee Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days of receiving the Gross Settlement Amount from Defendants as provided herein, the Settlement Administrator shall mail the Settlement Packets to all Aggrieved Employees via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved Employees and fully complies with due process. **Exhibit 1**, paragraph 49a.

B. Undeliverable Settlement Packets

Any Settlement Packet returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address, and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose Settlement Packet was returned as non-deliverable, assuming another mailing address is identified by the Settlement Administrator. **Exhibit 1**, paragraph 49b.

C. Payments from the Gross Settlement Amount

The Settlement Administrator shall determine the eligibility for, and the amount of, each Aggrieved Employee's Individual PAGA Payment under the terms of this Settlement Agreement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith and make use of the services of mediator J.J. Johnston, if necessary, to resolve the dispute without the necessity of involving the Court. The Settlement Administrator will disburse all payments in connection with this Settlement, including the Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Service Award to Plaintiff, Attorneys' Fees and Attorneys' Expenses to PAGA Counsel, and Administration Expenses to itself, within fourteen (14) days of Defendants funding the Gross Settlement Amount. **Exhibit 1**, paragraphs 49c-49e.

VIII. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

DATED: June 29, 2026 **MESSRELIAN LAW INC.**

By____________________________
Harout Messrelian, Esq.
Attorney for Plaintiff
Daniel Estrada

PROOF OF SERVICE

STATE OF CALIFORNIA, LOS ANGELES COUNTY

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

On June 30, 2026, I served the foregoing document(s) described as **PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED PAGA APPROVAL MOTION** on the interested parties in this action by attaching true copies thereof and addressing it as follows:

John K. Rubiner (SBN 155208)
JRubiner@fmglaw.com
Justin T. Ruedaflores (SBN 316340)
Justin.Ruedaflores@fmglaw.com
FREEMAN MATHIS & GARY, LLP

Attorneys for Defendant ALLEN GWYNN CHEVROLET, INC.; JAMES V. BACON SR.

____ **(BY MAIL)** I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

____ **(BY OVERNIGHT DELIVERY)** I caused such envelope to be delivered via overnight delivery to the addressee listed above.

__X__ **(BY ELECTRONIC TRANSMISSION)** I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

I served the documents by the means described above on June 30, 2026.

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

/s/ Harout Messrelian
Harout Messrelian, Esq.

Make a Reservation

DANIEL ESTRADA vs ALLEN GWYNN CHEVROLET, INC., et al.

Case Number: 21STCV11667 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-03-25 Location: Stanley Mosk Courthouse - Department 529

Reservation

Case Name:
DANIEL ESTRADA vs ALLEN GWYNN CHEVROLET, INC., et al.

Case Number:
21STCV11667

Type:
Motion for Order (Approving PAGA Settlement)

Status:
RESERVED

Filing Party:
Daniel Estrada (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 529

Date/Time:
07/27/2026 8:30 AM

Number of Motions:
1

Reservation ID:
893226014973

Confirmation Code:
CR-TRSDKEC4OUUJRWPYC

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			$0.00

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations