

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

5 Attorney for Plaintiff,
DANIEL ESTRADA
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 DANIEL ESTRADA,
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12 Plaintiff,

13 vs.

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

16 Defendants.
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Case No.: 21STCV11667

*[Assigned for all purposes to Honorable
Virginia Keeny]*

**[PROPOSED] ORDER ON UNOPPOSED
PAGA APPROVAL MOTION**

[Notice of Motion, Memorandum of Points
and Authorities, Declaration of Harout
Messrelian, and Declaration of Daniel
Estrada]

Hearing Date: 7/27/26

Time: 8:30am

Department: 529

Res. ID: 893226014973

Complaint Filed: March 25, 2021

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion of Plaintiff Daniel Estrada (“Plaintiff”) for Approval of Settlement
3 under PAGA came before this Court on July 27, 2026.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s Complaint and the initial letter to the Labor Workforce and Development Agency
8 “LWDA”) dated January 12, 2021 (“LWDA Notice”), on behalf of all current and former non-
9 exempt employees of Defendant from January 20, 2020 through October 28, 2025.

10 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
11 and approve any settlement of any civil action filed pursuant to this part.” Lab. Code §
12 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
13 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
14 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
15 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

16 1. The Court finds the instant Action presents a good faith dispute of the claims
17 alleged;

18 2. The Court finds in favor of settlement approval, and therefore approves the
19 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of
20 the releases and other terms, as fair, just, reasonable, and adequate;

21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State
22 of California, by operation of this Order hereby releases and forever discharges Defendant and
23 the Released Parties (as defined in the Settlement Agreement) from any and all PAGA
24 Released Claims (as defined in the Settlement Agreement) including penalties asserted in
25 Plaintiff’s Complaint, including any and all known and unknown claims for civil penalties
26 under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

27 4. The Court finds further that the foregoing release shall be binding on Plaintiff
28 and the State of California and shall bar any claim under PAGA brought by any person,

1 including the Aggrieved Employees, on behalf of the State of California, as to the PAGA
2 Released Claims and Released Parties. Furthermore, no individualized notice of entry of this
3 Approval Order is required to be provided to the PAGA employees.

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

6 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross
7 amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) (the "Gross
8 Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA
9 and Aggrieved Employees, Attorney's Fees and Costs, Plaintiff Service Award, and PAGA
10 settlement administration costs. No portion of the Gross Settlement Amount will revert to
11 Defendant. Plaintiff's Counsel requests an award of attorney's fees of Seventy Thousand
12 Dollars and Zero Cents (\$70,000); costs of Ten Thousand Eight Hundred Sixty-Three Dollars
13 and Seventy-Three Cents (\$10,863.73). Plaintiff will receive a service award of Ten Thousand
14 Dollars and Zero Cents (\$10,000). The settlement administrator, ILYM Group, Inc. requests
15 administration costs of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00).
16 Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is
17 fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
18 Administrator to make the above payments to payments from the Gross Settlement Amount as
19 follows:

- 20 a. \$70,000 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of
21 Messrelian Law Inc.;
- 22 b. \$10,863.73 in attorney litigation costs to Harout Messrelian, Esq. of
23 Messrelian Law Inc.;
- 24 c. \$10,000.00 as a Service Award to Plaintiff.
- 25 d. \$3,500.00 in PAGA Settlement Administrator costs to the Settlement
26 Administrator (ILYM Group, Inc.); and
- 27 e. After deducting the foregoing payments, the estimated remainder of
28 approximately \$115,636.27 shall form the Net Settlement Amount

1 (“NSA”). Pursuant to Labor Code section 2699(i), the NSA will then be
2 distributed 75 percent (\$86,727.20) to the LWDA, and the remaining 25
3 percent (\$28,909.07) to the Aggrieved Employees on a pro rata basis, as set
4 forth in the Settlement Agreement. The Court approves these payments and
5 directs the Settlement Administrator to issue checks to the LWDA and
6 Aggrieved Employees, along with the Notice of PAGA Settlement, as set
7 forth in the Settlement Agreement, and to otherwise carry out its duties as
8 set forth in the Settlement Agreement.

9 7. The Court reserves exclusive and continuing jurisdiction over the Action and
10 the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising
11 implementation, enforcement, construction, administration, and interpretation of the
12 Settlement Agreement.

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14 **IT IS SO ORDERED.**

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16 Date: _____, 2026

17 Honorable Virginia Keeny
18 Judge of the Los Angeles Superior Court
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