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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 CALYNDRA DAVIS,

13 *Plaintiff,*

14 vs.

15 KAM ENTERPRISES LLC dba FARMER
16 BOYS; LEEZA JAYNE BRAZIER; and
DOES 1 to 25, inclusive,

17 *Defendant(s).*

Case No.: 22STCV17280

**[PROPOSED] ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Action filed: 5/25/2022
Hearing Date: November 14, 2023
Hearing Time: 8:30am
Hearing Dept: 34, Hon. Michael P. Linfield
Reservation ID: 341812301108

Submitted Herewith Under Separate Cover:

1. Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;
2. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement ; and
3. Declaration of Lisa Mullins

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Calyndra Davis ("Plaintiff") for Approval of Settlement under PAGA came before this Court on November 14, 2023.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated November 19, 2021 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants KAM Enterprises LLC dba Farmer Boys and Leeza Jayne Brazier (collectively "Defendants") from May 25, 2021 to the date of this Order, inclusive.

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 considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

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

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

3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in

1 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under
2 the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
4 State of California, and shall bar any claim under PAGA brought by any person, including the
5 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
6 Released Parties.

7 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendants are directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
10 Twenty-Five Thousand Dollars (\$25,000.00) (the "Gross Settlement Amount"). The Gross Settlement
11 Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and
12 Costs, and PAGA settlement administration costs. No portion of the Gross Settlement Amount will
13 revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees of Eight Thousand
14 Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33); costs of One Thousand
15 Six-Hundred Forty-One Dollars and Twenty-Five Cents (\$1,641.25). The settlement administrator
16 ILYM Group, Inc. requests administration costs of Two Thousand Seven-Hundred Seventy-Three
17 Dollars and Zero Cents (\$2,773.00). Defendants do not oppose these requests. The Court finds the
18 Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
19 directs the Settlement Administrator to make the above payments to payments from the Gross
20 Settlement Amount as follows:
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23 a. \$8,333.33 in attorney's fees to Messrelian Law Inc.;
24 b. \$1,641.25 in costs to Messrelian Law Inc.;
25 c. \$2,773.00 in administration costs to ILYM Group, Inc.;

26 d. After deducting the foregoing payments, the estimated remainder of approximately
27 \$12,252.42 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
28 2699(i), the NSA will then be distributed 75 percent (\$9,189.31) to the LWDA, and the
remaining 25 percent (\$3,063.11) to the Aggrieved Employees on a pro rata basis, as set forth

1 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
2 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
3 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
4 duties as set forth in the Settlement Agreement; and

5 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
6 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
7 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
8 enforcement, construction, administration, and interpretation of the Settlement Agreement.
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11 **IT IS SO ORDERED.**

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13 HON. MICHAEL PAUL LINFIELD
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within entitled action. My business address is 500 North Central, Suite 840, Glendale, California 91203.

On **October 20, 2023**, I served the foregoing document(s) described as **[PROPOSED] ORDER** on the interested parties in this action by placing an ☐ original or ☒ true copies thereof in a sealed envelope and addressed as follows:

Anne McWilliams, Esq.

**Attorneys for Defendants, KAM Enterprises
LLC; Leeza Jayne Brazier**

ZALLER LAW GROUP, PC

999 N. Pacific Coast Highway, Suite 525

El Segundo, CA 90245E

mail: amcwilliams@zallerlaw.com

☐ **(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.

☒ **(BY ELECTRONIC TRANSMISSION)** I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I served the documents by the means described above on **October 20, 2023**.

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

Harout Messrelian
(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)