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8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 ONISHA ANTHONY,

12 Plaintiff,

13 vs.

14 AG ARCADIA, LLC and DOES 1 to 25,  
15 inclusive,

16 Defendants.

Case No.: 22STCV36624

**PLAINTIFF'S NOTICE OF UNOPPOSED  
MOTION FOR APPROVAL OF PAGA  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES THEREOF**

Action filed: 11/21/2022

Date: 3/26/2025

Time: 9:00am

Dept: 51

Reservation ID:

104376960263

Department: 51, Hon. Upinder S.  
Kalra

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;
2. [Proposed] Order

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TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

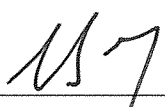
PLEASE TAKE NOTICE THAT on March 26, 2025 at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 51 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff Onisha Anthony ("Plaintiff") will and hereby does move unopposed, the Court, pursuant 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 AG Arcadia, LLC (hereinafter "Defendant" or "AG Arcadia") (collectively, "the Parties")

This Motion is based on this Notice, the attached Memorandum of Points and Authorities; the concurrently-filed Declaration of Harout Messrelian, 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.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: December 20, 2024

By   
\_\_\_\_\_  
Harout Messrelian, Esq.  
Attorneys for Plaintiff  
ONISHA ANTHONY

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff and Defendant have reached an agreement to settle the above-captioned action  
4 (the “Action”). Plaintiff and Defendants are collectively referred to as the “Parties” and any one  
5 of them individually may be referred to as a “Party.” The Parties have memorialized the terms  
6 of this settlement in a “Private Attorneys General Act Settlement Agreement” (the “Settlement  
7 Agreement”). Attached as **Exhibit 1** to the Declaration of Harout Messrelian (“Messrelian  
8 Decl.”) is a true and accurate copy of the Settlement Agreement and the PAGA notice that will  
9 be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff  
10 and all current and former non-exempt employees of Defendants in the State of California from  
11 November 21, 2021 through May 30, 2024 (“PAGA Members”), with their payment. By this  
12 Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting  
13 settlement on the terms outlined in the Settlement Agreement.

14 **II. ALLEGATIONS AND INVESTIGATION**

15 Defendant is in the business of owning and operating a skilled nursing facility called  
16 Huntington Drive Health and Rehabilitation Center. Plaintiff Onisha Anthony was classified as  
17 an hourly, non-exempt employee and worked for Defendant as CNA (certified nursing assistant)  
18 from approximately June 2021 through November 2021. *See* Messrelian Decl., ¶4.

19 Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under  
20 the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”).  
21 On January 14, 2022, Plaintiff Onisha Anthony on behalf of herself and Defendant’s other  
22 California non-exempt employees (hereafter collectively the “Aggrieved Employees”) gave  
23 written notice by electronic service to the California Labor and Workforce Development Agency  
24 (“LWDA”) and via certified mail to Defendant of their claims against Defendant. In her notice  
25 to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that  
26 Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor  
27 Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code  
28 Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide

1 meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due during  
2 employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements  
3 (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code  
4 Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section  
5 203); (9) failed to reimbursement business expenses (Labor Code section 2802); and claims  
6 under Industrial Welfare Commission Wage Orders 5-2001. Plaintiff filed her initial lawsuit on  
7 November 21, 2022, in the Superior Court for the State of California, County of Los Angeles,  
8 Case No. 22STCV36624, with one cause of action for PAGA penalties based on the theories as  
9 outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

10 Through informal discovery, Defendant produced records and represented that it  
11 employed approximately 387 employees falling within Plaintiff's Aggrieved Employees  
12 definition for the period from November 21, 2021 (one year before Plaintiff's PAGA complaint  
13 filing) through March 13, 2024, and that there are paychecks issued for a total of approximately  
14 5,575 pay periods worked for that same time period. *See* Messrelian Decl., ¶6.

15 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees  
16 employed on or after November 21, 2021 through May 30, 2024 [60 days after March 31, 2024  
17 per the settlement agreement]. *See* Messrelian Decl., ¶7.

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

22 The parties attended a full-day mediation with experienced mediator Kevin Barnes on  
23 March 22, 2024, and settled the matter. Before agreeing to the terms of the Settlement, the  
24 Parties engaged in informal discovery regarding Defendant's policies, practices, operations,  
25 time and payroll information and other topics. Prior to negotiation, Defendant produced  
26 Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records  
27 for 84 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and  
28 during the applicable PAGA period. Through extensive arm's length negotiations and only after

1 discovery and investigation were performed, the Parties agreed to settlement terms. As alluded  
2 to above, the Parties negotiated the PAGA claims through arms-length negotiation during a  
3 private mediation, and only after sufficient discovery was completed, including data being sent  
4 to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶9.

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

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

### 20 **III. FAIRNESS OF THE SETTLEMENT**

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

24 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members  
25 were not provided meal and rest breaks under the law. *See* Messrelian Decl., ¶12.

26 Plaintiff contends that the civil penalty statutes applicable to the Action arise from  
27 violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7,  
28 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor

1 Code violation may be awarded a sum of money for each pay period in which he or she was  
2 underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil  
3 penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl., ¶13.

4 As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis  
5 revealed a shift violation rate of 4.2% for short, late, or no meal breaks for shifts that were 5  
6 hours or greater. The data revealed that 88.8% of shifts in the sample were 5 hours or greater.  
7 As such, we are dealing with violations covering 4,950 pay periods [5,575 pay periods x 88.8%].  
8 If you extrapolate the 4.2% shift violation rate, it amounts to 27.8% of pay periods having at  
9 least one meal period violation. As such, the maximum exposure for meal period violations in  
10 the PAGA period would be \$68,800, which is calculated as follows: 4,950 pay periods x 27.8%  
11 equals 1,376 affected pay periods; 1,376 pay periods x \$50/pay period (civil penalty) amounts  
12 to \$68,800 in exposure. The latter exposure calculation does not take into account the fact that  
13 Defendant had strong, written meal period policies and that the sampling revealed that  
14 Defendant paid \$2,093.50 in meal period premiums. Moreover, Defendant indicated that their  
15 payroll system automatically paid premium wages for all apparent meal break violations. *See*  
16 Messrelian Decl., ¶14.

17 As it relates to Plaintiff's argument for rest break violations, Plaintiff extrapolated the  
18 meal break violation and used it for the rest break analysis. The data revealed that 97.5% of  
19 shifts in the sample were 3.5 hours or greater. As such, we are dealing with violations covering  
20 5,435 pay periods [5,575 pay periods x 97.5%]. If you extrapolate the 4.2% shift violation rate,  
21 it amounts to 27.8% of pay periods having at least one rest period violation. As such, the  
22 maximum exposure for rest period violations in the PAGA period would be \$151,000, which is  
23 calculated as follows: 5,435 pay periods x 27.8% equals 1,510 affected pay periods; 1,510 pay  
24 periods x \$100/pay period (civil penalty) amounts to \$151,000 in exposure. The latter exposure  
25 calculation does not take into account the fact that Defendant had strong, written rest period  
26 policies and that there was no evidence on paper of rest period violations since rest periods were  
27 not tracked by Defendant's timekeeping system, as is common for most businesses in California.  
28 *See* Messrelian Decl., ¶15.

1 As it relates to Plaintiff's other claims, and unlike the arguments for meal period  
2 violations, there would be issues with proof. As it relates to Plaintiff's claims for rounding,  
3 Plaintiff's expert found no evidence of rounding in the sample, with hours being paid to the  
4 second decimal point. In terms of any potential regular rate issue as it relates to overtime or  
5 meal/rest period premiums based on bonuses made, it would not be a significant issue because  
6 there were only 33 bonus payments seen in the sample covering 1,560 pay periods and the  
7 average hours worked per day was 7.75 hours per Plaintiff's data expert, which is less than 8  
8 hours per day for triggering overtime. In addition, Defendant was sued in a prior class action  
9 case and fixed any wage and hour issues that were problematic as of September 2021. This  
10 included making sure that any bonus payments were factored into meal and rest period premium  
11 payments. As it relates to straight overtime issues, the data showed that overtime hours were  
12 paid correctly when employees did in fact work overtime. Moreover, and as mentioned before,  
13 Defendant provided overall strong written policies as it related to wage and hour practices. As  
14 it relates to Plaintiff's claim of business expense reimbursement, Defendant argued that they did  
15 not require Plaintiff or other employees to wear scrubs or to utilize their personal cell phones  
16 for work purposes. Plaintiff's other claims are derivative claims for violations of Labor Code  
17 sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of  
18 employment as well as not receiving accurate, itemized wage statements would not be triggered  
19 since meal and rest period violations do not trigger these derivative claims. *See Messrelian Decl.*,  
20 ¶16.

21 Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed  
22 claims would be \$219,800. Assuming that Plaintiff's calculations and analysis are accurate, the  
23 maximum exposure presumes that the Court will not reduce the penalty award as unjust,  
24 arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the  
25 amount of \$110,000 is a very strong result, especially in light of the risk factors as discussed  
26 above. *See Messrelian Decl.*, ¶17.

27 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple  
28 PAGA penalties for the same violation for the same pay period under different Labor Code

1 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to “stack” civil  
2 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded  
3 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of  
4 Plaintiff’s allegations in the operative Complaint. *See* Messrelian Decl., ¶18.

5 PAGA states a court has discretion to award a lesser amount than the maximum  
6 penalty. See Lab. Code § 2699(e)(2) (“...a court may award a lesser amount than the maximum  
7 civil penalty amount specified by this part if, based on the facts and circumstances of the  
8 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,  
9 or confiscatory.”); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203  
10 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court  
11 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff’s evidence  
12 of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504  
13 (“Carrington”) illustrates this. In that case, the Court of Appeal affirmed a trial court’s heavily  
14 discounted award of only \$5 per violation because it was within the Court’s discretion to  
15 significantly reduce PAGA penalties even when there is a finding that a violation of the  
16 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess  
17 of \$70 million and was successful in proving the PAGA claim during a bench trial. However,  
18 the trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and  
19 stated that this reduction was warranted because imposing the maximum penalty would be  
20 “unjust, arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with  
21 meal break obligations and because the Court found the violations were minimal. Applying the  
22 same formula here and assuming there was one violation during each pay period, the award of  
23 civil penalties could not exceed \$27,875.00 in PAGA penalties (5,575 violations x \$5). As such,  
24 this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington*  
25 formula. Defendant has also posed formidable defenses to the Labor Code claims underlying  
26 Plaintiff’s allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross  
27 Settlement Amount is uncertain. *See* Messrelian Decl., ¶19.

28 The Parties further recognize that the issues presented in the Action are likely only to be

1 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will  
2 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the  
3 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*  
4 *Messrelian Decl.*, ¶20.

5 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,  
6 her attorneys, and the State of California. *See Messrelian Decl.*, ¶21.

7 Furthermore, Plaintiff recognizes that continued litigation presents significant risks that  
8 support a significant downward departure from Plaintiff's estimated civil penalties amount. In  
9 view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount  
10 for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants  
11 approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014  
12 WL 2465049, \* 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and  
13 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic  
14 climate, and are the product of good faith, and informed arms-length negotiations between the  
15 Parties consistent with public policy and fully comply with applicable provisions of law. *See*  
16 *Messrelian Decl.*, ¶22.

#### 17 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

18 The Settlement Agreement covers all claims against the Released Parties (as defined in  
19 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA  
20 that were asserted or could reasonably have been asserted based on the facts alleged or that could  
21 have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with  
22 respect to PAGA Members from November 21, 2021 through May 30, 2024. *See Messrelian*  
23 *Decl.*, **Exhibit 1**, paragraph 1.19.

24 Defendant agrees to pay \$110,000.00 toward the Settlement (the "Gross Settlement  
25 Amount" or "GSA") which will be distributed as follows:

- 26 i. \$36,666.66 (33 1/3% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of  
27 Messrelian Law Inc.
- 28 ii. \$7,806.00 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian

- 1 Law Inc.
- 2 iii. \$5,000.00 in PAGA Settlement Administrator costs to the Settlement
- 3 Administrators (Phoenix).
- 4 iv. \$60,527.34 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
- 5 a. \$45,395.50 (75% of “NSA”) to the LWDA, which represents civil
- 6 penalties payable to the LWDA under the Labor Code Private Attorneys
- 7 General Act (“PAGA”), Labor Code section 2698, *et seq.*; and
- 8 b. \$15,131.84 (25% of NSA) (the “PAGA Members Amount”) to the PAGA
- 9 Members which represents civil penalties payable to the PAGA Members
- 10 as civil penalties that are allegedly owed in the Action for the period from
- 11 November 21, 2021 through May 30, 2024. *See* Messrelian Decl., **Exhibit**
- 12 **1**, paragraph 3.2.3.

13 Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount

14 in proportion to the number of pay periods employed in hourly, non-exempt positions in

15 California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1.

16 For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved

17 Employee Settlement Award shall be considered to be a civil penalty and shall, if required by

18 applicable state and/or federal law, be reported on a federal form 1099. *See* Messrelian Decl.,

19 **Exhibit 1**, paragraphs 3.2.3.1 and 3.2.3.2.

20 **V. THE PROPOSED FEE AMOUNT FOR ATTORNEY’S FEES AND COST**

21 **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**

22 **AND SHOULD BE APPROVED**

23 Plaintiff’s counsel represents Plaintiff on a straight contingency basis. Plaintiff’s counsel’s

24 request for \$36,666.66 in attorney fees and \$7,806.00 in litigation costs is fair and reasonable.

25 “Empirical studies show that, regardless of whether the percentage method or the lodestar method

26 is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*

27 *Inc.* (2008) 162 Cal.App.4<sup>th</sup> 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*

28 *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int’l Inc.* (Cal. Aug.

1 11, 2016) 1 Cal.5<sup>th</sup> 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method  
2 for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience  
3 in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved  
4 a strong result for the PAGA Members and the State while bearing the substantial burdens of  
5 contingency representation. *See* Messrelian Decl., ¶¶25-26.

6 It is an accepted practice in wage and hour class action settlements to award attorneys'  
7 fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the  
8 Parties. California courts have long recognized that an appropriate method for awarding  
9 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*  
10 (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific  
11 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation  
12 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the  
13 fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4<sup>th</sup>, 230, 254; *Lealao v. Beneficial*  
14 *California, Inc.* (2000) 82 Cal.App.4<sup>th</sup> 19, 26-30.)

15 The litigation costs expended to aid in the representation of the PAGA Members  
16 include the following: lawsuit filing fee of \$454.22; lawsuit service fee of \$105.00; PAGA initial  
17 filing fees of \$75.00; expert data analysis fee of \$900.00; mediation fee of \$6,250.00; and  
18 miscellaneous filing fees of \$21.78 for a total of \$7,806.00. All of these costs are documented  
19 and reasonably incurred. *See* Messrelian Decl., ¶27.

## 20 **VI. NO ADMISSION OF LIABILITY OR WRONGDOING**

21 This Settlement represents a compromise and settlement of highly disputed claims. The  
22 Parties expressly recognize that the making of this agreement does not in any way constitute an  
23 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*  
24 Messrelian Decl., **Exhibit 1**, paragraph 9.1.

## 25 **VII. PAGA SETTLEMENT ADMINISTRATION**

26 The Parties agree to use Phoenix Settlement Administrators to handle the administration  
27 of this Settlement. *See* Messrelian Decl., **Exhibit 1** at paragraph 1.2.

28 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the

1 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of  
2 Settlement Approval, approving and incorporating by reference the terms and conditions of the  
3 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

4 Pursuant to the Settlement Agreement, the following outlines the procedure for funding  
5 and distribution of the PAGA settlement funds in this matter:

6 Aggrieved Employee Data. Within fourteen (14) days after the Effective Date,  
7 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a  
8 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator  
9 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data  
10 only for purposes of this Settlement and for no other purpose, and restrict access to the  
11 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved  
12 Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to  
13 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted  
14 employee identifying information and to provide corrected or updated Aggrieved Employee  
15 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant  
16 must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will  
17 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues  
18 related to missing or omitted Aggrieved Employee Data.

19 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
20 Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the  
21 Effective Date.

22 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant  
23 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
24 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA  
25 Counsel Fees Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA  
26 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA  
27 Payments.  
28

1           The Administrator will issue checks for the Individual PAGA Payments and send  
2 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the  
3 Notice of PAGA Representative Action Settlement. The face of each check shall prominently  
4 state the date (180 days after the date of mailing) when the check will be voided. The  
5 Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the  
6 Settlement Administrator must update the recipients' mailing addresses using the National  
7 Change of Address Database.

8           The Administrator must conduct an Aggrieved Employee Address Search for all  
9 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.  
10 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS  
11 forwarding address provided or to an address ascertained through the Aggrieved Employee  
12 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved  
13 Employees whose re-mailed checks are returned as undelivered. The Administrator shall  
14 promptly send a replacement check to any Aggrieved Employee whose original check was lost  
15 or misplaced, requested by the Aggrieved Employee prior to the void date.

16           For any Aggrieved Employee whose Individual PAGA Payment check is  
17 uncashed and cancelled after the void date, the Administrator shall transmit the funds  
18 represented by such checks to the California Controller's Unclaimed Property Fund in the name  
19 of the Aggrieved Employee.  
20

21           The payment of Individual PAGA Payments shall not obligate Defendant to  
22 confer any additional benefits or make any additional payments to the Aggrieved Employees  
23 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

24           See Messrelan Decl., **Exhibit 1**, paragraphs 4.2 - 4.4.

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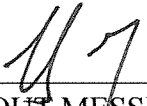
1 **VIII. CONCLUSION**

2 Plaintiff respectfully requests that the Court grant this Motion.

3  
4  
5 Respectfully Submitted,

6 **MESSRELIAN LAW INC.**

7  
8 DATED: December 20, 2024

9 By \_\_\_\_\_  
10 HAROUT MESSRELIAN, ESQ.  
11 Attorneys for Plaintiff  
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2 **PROOF OF SERVICE BY E-MAIL**

3 *Anthony v. AG Arcadia LLC*

4 *Los Angeles County Case No. 22STCV36624*

5 STATE OF CALIFORNIA )

6 )  
7 COUNTY OF LOS ANGELES )

8 I, state that I am employed in the aforesaid County, State of California; I am over the age of  
9 eighteen years and not a party to the within action; my business address is 500 N. Central Ave.,  
10 Suite 840, Glendale, California 91203.

11 On **December 20, 2024**, I served the foregoing: **PLAINTIFF'S NOTICE OF**  
12 **UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT;**  
13 **MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION**  
14 **OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR**  
15 **APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER ON UNOPPOSED**  
16 **MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties by  
17 placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid,  
18 in the United States mail at Glendale, California, and/or by following one of the methods of  
19 service as follows:

20 Levinson Arshonsky Kurtz & Komsky, LLP  
21 James Cooper, Esq.  
22 JCooper@lakklawyers.com

23 Lauri Lord  
24 llord@lakklawyers.com  
25 *Attorneys for Defendants*

26 (X) **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec  
27 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es)  
28 above. Transmission was reported as complete and without error.

I declare under the penalty of perjury under the laws of the State of California, that the  
foregoing is true and correct. Executed on **December 20, 2024**, at Glendale, California.

24  
25   
26 \_\_\_\_\_  
27 Harout Messrelian  
28



## Court Reservation Receipt

### Reservation

Reservation ID:  
104376960263

Reservation Type:  
Motion for Order (Approving PAGA settlement )

Case Number:  
22STCV36624

Filing Party:  
ONISHA ANTHONY (Plaintiff)

Date/Time:  
March 26th 2025, 9:00AM

Status:  
RESERVED

Number of Motions:  
1

Case Title:  
ONISHA ANTHONY vs AG ARCADIA, LLC

Location:  
Stanley Mosk Courthouse - Department 51

Confirmation Code:  
CR-CMYYYQHBGN3PDZ8OR

### Fees

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

### Payment

Amount:  
\$0.00

Type:  
NOFEE

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