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Attorneys for Defendants
DARRELL GENE BROOKE, THE BROOKE
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Attorney for Plaintiff
MELISSA MARDIROSIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

MELISSA NAIRY MARDIROSIAN,

Plaintiff,

vs.

DARRELL GENE BROOKE, an
individual; THE BROOKE LAW GROUP,
PC, a California Corporation; and DOES 1
through 50,

Defendants.

CASE NO. 22STCV28677
Assigned to Hon. Cherol J. Nellon
Dept. 14

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT**

Plaintiff MELISSA NAIRY MARDIROSIAN (“Plaintiff”) and Defendants DARRELL GENE BROOKE and THE BROOKE LAW GROUP, PC (“Defendants”) by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on or about March 2, 2022, Plaintiff by and through Plaintiff’s counsel sent a notice to the California Labor Workforce Development Agency (“LWDA”) and Defendants (the “PAGA Notice”) alleging that Defendants engaged in violations of the California Labor

1 Code and California Wage Orders, seeking civil penalties pursuant to the California Labor Code
2 Private Attorneys' General Act ("PAGA");

3 WHEREAS, on or about September 2, 2022, Plaintiff filed a Complaint in the California
4 Superior Court for the County of Los Angeles entitled *Mardirosian v. Darrell Gene Brooke* that,
5 in part, alleged claims for violation of PAGA;

6 WHEREAS, on September 30, 2025, the parties to this action attended and participated in
7 a Mandatory Settlement Conference before Hon. Daniel Murphy, at which time they agreed to
8 settle Plaintiff's claims on terms determined by Judge Murphy to be fair and reasonable;

9 WHEREAS, for purposes of Plaintiff's representative claims under PAGA, and for
10 purposes of the Action and this PAGA Agreement, the alleged aggrieved individuals
11 ("Aggrieved employees") are defined by Plaintiff to be current and former non-exempt hourly
12 employees who worked at least one pay period for Defendants. The PAGA Period is defined to
13 be from September 2, 2021 to September 30, 2025;

14 WHEREAS, Defendants vigorously dispute and deny the allegations and various causes
15 of action asserted in the Action, including, without limitation, Plaintiff's and the Aggrieved
16 Employees' claim for civil penalties pursuant to PAGA;

17 WHEREAS, the Parties engaged in full discovery and the Parties' attorneys have also
18 conducted extensive independent investigation and evaluation of the claims and defenses in this
19 matter. Both Plaintiff's counsel and Defendants' counsel have significant experience litigating
20 and resolving the type of wage and hour claims alleged in the Action, including claims for civil
21 penalties under PAGA;

22 WHEREAS, Plaintiff's "PAGA Released Claims" are defined as any and all claims,
23 rights, demands, liabilities and causes of action for civil penalties under the PAGA asserted, or
24 that could have been asserted in the Complaint, and/or PAGA Notice, including but not limited
25 to those under California Labor Code §§ 201, 202, 203, 204, 206, 206.5, 210, 216, 218.6, 221,
26 223, 224, 225.6, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12,
27 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2802, and the California Wage Orders
28 sections 3, 4, 7, 9, 11, 12 and 20 that arose during the PAGA period, based on the factual
allegations pled in the operative complaint.

1 WHEREAS, California Labor Code Section 2699(1)(2) requires that this Court review
2 and approve any settlement pursuant to PAGA;

3 WHEREAS, the Parties recognize that the issues presented in the Action are likely to be
4 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further
5 litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate
6 to the potential benefits of litigation. The Parties have taken into account the risk and
7 uncertainties of the outcome inherent in any litigation;

8 WHEREAS, based on their own independent investigations and evaluations, the Parties
9 and their respective counsel are of the opinion that the settlement of the PAGA claims on the
10 terms set forth herein are fair, reasonable, and adequate and are in the best interests of the
11 Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances and
12 the risks inherent in litigation;

13 WHEREAS, the Parties recognize that this Court may, pursuant to California Labor Code
14 Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted
15 under PAGA if, based on the facts and circumstances of the particular case, to do otherwise
16 would result in an award that is unjust, arbitrary and oppressive, or confiscatory;

17 WHEREAS, Plaintiff has provided a copy of this Joint Stipulation to the LWDA in
18 accordance with Labor Code Section 2699(1)(2), and a proof of service to the LWDA is attached
19 hereto as Exhibit A;

20 WHEREAS,, the Parties have mutually agreed upon an Explanatory Letter, attached
21 hereto as Exhibit B;

22 WHEREAS, the cost of retaining a settlement administrator to divide and mail out the
23 settlement payments would be prohibitively expensive given the small number of Aggrieved
24 Employees and size of the PAGA settlement, and accordingly Plaintiff's counsel will directly
25 handle the administration of the PAGA settlement, including the following:

- 26 A. On or before December 31, 2025, Defendants shall pay to Law Office of Frank
27 Marchetti Client Trust Account the total amount of \$2,500 for the PAGA claims
28 (the "PAGA Payment");

- 1 B. Plaintiff's counsel is waiving all claim or right to attorneys fees and costs
2 associated with prosecution and administration of the PAGA claims, such that
3 100% of the PAGA payment shall be disbursed to the LWDA and Aggrieved
4 Employees
- 5 C. Within 15 days of Plaintiff's Counsel's receipt of the PAGA payment, Plaintiff's
6 Counsel shall disburse 75% of the PAGA Payment (\$1,875) to the LWDA
7 pursuant to Labor Code section 2698 et seq.;
- 8 D. Within 15 days of Plaintiff's Counsel's receipt of the PAGA payment, Plaintiff's
9 Counsel shall disburse 25% of the PAGA Payment (\$625) to the Aggrieved
10 Employees, pursuant to Labor Code §2699(i), divided amongst the Aggrieved
11 Employees based on each of their pro rata number of pay periods worked for
12 Defendants during the PAGA Period (which numbers shall be provided by
13 Defendants' counsel and verified by Plaintiff's counsel based on the records
14 obtained during discovery in this action)
- 15 E. Plaintiff's counsel will file a declaration with the Court confirming this
16 administration of the PAGA payment by February 28, 2026

17 WHEREAS, the Parties further agree that should the Court deny approval of the PAGA
18 settlement based on the above-allocation methods and procedures, the Parties agree to re-
19 negotiate in good faith in an effort to obtain approval of the settlement.

20 WHEREAS, upon Court approval of the PAGA Settlement and performance of the
21 payment obligations herein, Plaintiff and all Aggrieved Employees will fully and finally release
22 and discharge Defendants from all PAGA Release Claims.

23 WHEREAS, Defendants will provide the Aggrieved Employees' information (names,
24 addresses, social security numbers, and number of pay periods worked for Defendants during
25 the PAGA Period) to Plaintiff's counsel by no later than December 15, 2025 so that Plaintiff's
26 counsel can prepare to administrate the PAGA Settlement disbursement requirements.

27 WHEREAS, all PAGA Payments shall be treated as payments for penalties and
28 Plaintiff's counsel shall issue 1099s to each recipient.

1 NOW THEREFOR, the Parties jointly request that the Court approve the PAGA
2 Settlement on the terms and conditions set forth above.

3 DATED: October 21, 2025

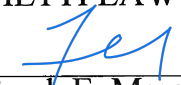
GUTIERREZ, PRECIADO & HOUSE, LLP

4 By: 

Calvin R. House
Attorneys for Defendants,
DARRELL GENE BROOKE, THE BROOKE
LAW GROUP, PC and MICHELE BROOKE

7 DATED: October 28, 2025

MARCHETTI LAW

8 By: 

Frank E. Marchetti
Attorneys for Plaintiff,
MELISSA MARDIROSIAN

13 **ORDER**

14 GOOD CAUSE APPEARING THEREFOR, the Court approves the PAGA Settlement
15 between the Parties to this action.

17 Dated:

18 _____
JUDGE OF THE SUPERIOR COURT

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 18 and not a party to the within action. My business address is 3731 Wilshire Blvd., Ste. 635, Los Angeles, CA 90010.

On October 28, 2025, I personally served the foregoing document described as STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT on all interested parties in this action by placing true and correct copies therefor enclosed in a sealed envelope and personally delivered said envelope by hand to the following addressee:

Calvin R. House Gutierrez, Preciado & House, LLP 3020 E. Colorado Blvd. Pasadena, CA 91107 Tel. (626) 449-2300 Email: calvin.house@gphlawyers.com Email: Claudia.ramirez@gphlawyers.com Email: eservice@gphlawyers.com Attorneys for Defendants DARRELL GENE BROOKE and THE BROOKE LAW GROUP, PC and MICHELE BROOKE	
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(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 28, 2025, at Virginia Beach, VA.


Frank E. Marchetti