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Attorneys for PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DIKLA MISHRAKI, an individual;
COURTNEY BREWER, an individual; ROSA
ESTRADA, an individual, and on behalf of the
other aggrieved employees pursuant to the
California Private Attorneys General Act,

PLAINTIFFS,

vs.

CLEAN PATH RECOVERY, LLC, a
California Limited Liability Company; and
DOES 1 THROUGH 100, inclusive,

DEFENDANTS.

Case No. 30-2021-01231825-CU-OE-CJC

Honorable Melissa R. McCormick
Department CX104

**DECLARATION OF ROMINA
KESHISHYAN RE: REVISED
PROPOSED ORDER AND REVISED
NOTICE TO AGGRIEVED
EMPLOYEES IN SUPPORT OF
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA")**

Date: October 26, 2023
Time: 2:00 p.m.
Department: CX104

Complaint Filed: November 15, 2021
SAC Filed: May 2, 2022
Trial Date: Vacated

**DECLARATION OF ROMINA KESHISHYAN RE: REVISED PROPOSED ORDER AND REVISED
PROPOSED NOTICE TO AGGRIEVED EMPLOYEES IN SUPPORT OF MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

DECLARATION OF ROMINA KESHISHYAN

I, Romina Keshishyan, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am a member of RK Legal, PC and attorney of record for Plaintiffs Dikla Mishraki, Courtney Brewer, and Rosa Estrada ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto:

2. Attached hereto as **Exhibit A** is a true and correct copy of the revised proposed Notice to Aggrieved Employees.

3. Attached hereto as **Exhibit B** is a true and correct copy of the redlined revised proposed Notice to the Aggrieved Employees.

4. Attached hereto as **Exhibit C** is a true and correct copy of the revised proposed Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 ("PAGA").

5. Attached hereto as **Exhibit D** is a true and correct copy of the redlined revised proposed Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 ("PAGA"),

6. Pursuant to Labor Code section 2699(1)(2), a true and correct copy of the proof of service of the revised proposed Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 ("PAGA") and revised proposed Notice to Aggrieved Employees on the Labor & Workforce Development Agency is attached hereto as **Exhibit E** on behalf of Plaintiff Dikla Mishraki.

7. Pursuant to Labor Code section 2699(1)(2), a true and correct copy of the proof of service of the revised proposed Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 ("PAGA") and revised proposed Notice to Aggrieved Employees on the Labor & Workforce Development Agency is attached hereto as **Exhibit F** on behalf of Plaintiff Courtney Brewer.

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8. Pursuant to Labor Code section 2699(1)(2), a true and correct copy of the proof of service of the revised proposed Order and Final Judgment Approving Settlement Pursuant to the Private Attorneys General Act of 2004 (“PAGA”) and revised proposed Notice to Aggrieved Employees on the Labor & Workforce Development Agency is attached hereto as **Exhibit G** on behalf of Plaintiff Rosa Estrada.

9. Pursuant to the Court's October 26, 2023 Order, I served the LWDA with the Court's October 26, 2023 Ruling, true and correct copies of the Proof of Service and LWDA e-mail confirmations are attached hereto as **Exhibit H.**

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

Executed this 26th day of October 2023, at Glendale, California.


Romina Keshishyan

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From Settlement *Dikla Mishraki, et al. v. Clean Path Recovery, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment in the amount of \$ [REDACTED] from the settlement of the lawsuit entitled *Dikla Mishraki, et al. v. Clean Path Recovery, LLC*, Superior Court of California, for the County of Orange, Case No.: 30-2021-01231825-CU-OE-CJC (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash the settlement check. You will receive a tax form 1099 for the check.

The Lawsuit was filed against Clean Path Recovery, LLC ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant vigorously denies that it did anything wrong or that it owes any PAGA penalties but nonetheless has agreed to resolve the claims raised in the Lawsuit without further court action. The parties agreed to resolve the case, and as part of that settlement, Defendant has agreed to pay a certain amount of money categorized as PAGA penalties.

You may neither object nor opt-out of the settlement brought in this Lawsuit. You are barred from pursuing civil penalties against Defendant for the released PAGA claim in this Lawsuit.

The Court approved the Settlement on [REDACTED]. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period.

In exchange for this payment, Plaintiffs, as the representative for the State of California, and each PAGA employee, release Defendant from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or cause of action contingent or accrued for PAGA penalties that occurred during the time period of November 15, 2020 through the date that the Court grants final approval of the settlement, that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and in the Plaintiffs' notices to the California Labor Workforce Development Agency, as set forth in the Settlement Agreement ("Released Claims").

The Net PAGA Settlement Amount is \$28,479.38. The Net PAGA Settlement shall be allocated as follows: seventy-five percent (75%) to the California Labor & Workforce Development Agency ("LWDA Settlement Proceeds"), which is \$21,359.54. The remaining twenty-five percent (25%) of the Net PAGA Settlement Amount, which is \$7,119.85 shall be paid to the PAGA Employees on a *pro rata* basis, which shall be determined based on the number of Eligible Pay Periods that he or she worked for Defendant during the PAGA Release Period and shall be calculated as follows:

The PAGA Employees Settlement Proceeds Fund will be divided by the total number of Eligible Pay Periods worked by all PAGA Employees during the PAGA Release Period, and the resulting figure will be referred to as the "Multiplier." Each PAGA Employee's *pro rata* share of the PAGA Employees Settlement Proceeds Fund will be determined by multiplying the Eligible Pay Periods that the PAGA Employee worked by the Multiplier. That amount shall be referred to as the PAGA Employee's "Individual Share." There are approximately Twelve Eligible Pay Periods worked by the PAGA Employees during the PAGA Release Period.

Your Individual Share amounts to \$ [REDACTED].

You may also contact the attorneys listed below with any questions regarding the PAGA settlement:

Counsel for Plaintiffs/Aggrieved Employees: Arman Demirjian, Esq. Romina Keshishyan, Esq. RK Legal, PC 425 W. Broadway, Suite 225 Glendale, California 91204 Tel: (323) 744-4124 Email: arman@rklegalpc.com romina@rklegalpc.com	Counsel for Defendant: Eric J. Schindler, Esq. Michelle J. Berner, Esq. Lindley Fraley, Esq. Kroesche Schindler, LLP 2603 Main Street, Suite 200 Irvine, California 92614 Tel: (949) 379-6632 Email: eschindler@kslaw.legal mberner@kslaw.legal lfraley@kslaw.legal
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You have 180 days to cash your check after mailing or the check will be voided and cancelled. The funds will then be paid to the Cy Pres recipient, Legal Aid at Work, a non-profit corporation.

Please do not contact the Court or the Clerk with questions.

EXHIBIT B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From Settlement *Dikla Mishraki, et al. v. Clean Path Recovery, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment in the amount of \$ [REDACTED] from the settlement of the lawsuit entitled *Dikla Mishraki, et al. v. Clean Path Recovery, LLC*, Superior Court of California, for the County of Orange, Case No.: 30-2021-01231825-CU-OE-CJC (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash the settlement check. You will receive a tax form 1099 for the check.

The Lawsuit was filed against Clean Path Recovery, LLC ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant vigorously denies that it did anything wrong or that it owes any PAGA penalties but nonetheless has agreed to resolve the claims raised in the Lawsuit without further court action. The parties agreed to resolve the case, and as part of that settlement, Defendant has agreed to pay a certain amount of money categorized as PAGA penalties.

You may neither object nor opt-out of the settlement brought in this Lawsuit. You are barred from pursuing civil penalties against Defendant for the released PAGA claim in this Lawsuit.

The Court approved the Settlement on [REDACTED]. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period.

In exchange for this payment, Plaintiffs, as the representative for the State of California, and each PAGA employee, the settlement releases Defendant from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or cause of action contingent or accrued -claims- for PAGA penalties that occurred during the time period of November 15, 2020 through the date that the Court grants final approval of the settlement, that were alleged, or reasonably could have been alleged, based on the claims-facts that were, or reasonably could have been- alleged in the Operative Complaint and in the Plaintiffs' notices to the California Labor Workforce Development Agency after exhausting administrative remedies on November 15, 2021 and May 6, 2022, as set forth in the Settlement Agreement ("Released Claims") for the period of November 15, 2020, through [the date the Court grants final approval of the settlement].

The Net PAGA Settlement Amount is \$28,479.38. The Net PAGA Settlement shall be allocated as follows: seventy-five percent (75%) to the California Labor & Workforce Development Agency ("LWDA Settlement Proceeds"), which is \$21,359.54. The remaining twenty-five percent (25%) of the Net PAGA Settlement Amount, which is \$7,119.85 shall be paid to the PAGA Employees on a *pro rata* basis, which shall be determined based on the number of Eligible Pay Periods that he or she worked for Defendant during the PAGA Release Period and shall be calculated as follows:

The PAGA Employees Settlement Proceeds Fund will be divided by the total number of Eligible Pay Periods worked by all PAGA Employees during the PAGA Release Period, and the resulting figure will be referred to as the "Multiplier." Each PAGA Employee's *pro rata* share of the PAGA Employees Settlement Proceeds Fund will be determined by multiplying the Eligible Pay Periods that the PAGA Employee worked by the Multiplier. That amount shall be referred to as the PAGA Employee's "Individual Share." There are approximately Twelve Eligible Pay Periods worked by the PAGA Employees during the PAGA Release Period.

Your Individual Share amounts to \$.

You may also contact the attorneys listed below with any questions regarding the PAGA settlement:

Counsel for Plaintiffs/Aggrieved Employees:	Counsel for Defendant:
Arman Demirjian, Esq. Romina Keshishyan, Esq. RK Legal, PC 425 W. Broadway, Suite 225 Glendale, California 91204 Tel: (323) 744-4124 Email: arman@rklegalpc.com romina@rklegalpc.com	Eric J. Schindler, Esq. Michelle J. Berner, Esq. Lindley Fraley, Esq. Kroesche Schindler, LLP 2603 Main Street, Suite 200 Irvine, California 92614 Tel: (949) 379-6632 Email: eschindler@kslaw.legal mberner@kslaw.legal lfraley@kslaw.legal

You have 180 days to cash your check after mailing or the check will be voided and cancelled. The funds will then be paid to the Cy Pres recipient, Legal Aid at Work, a non-profit corporation.

Please do not contact the Court or the Clerk with questions.

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DIKLA MISHRAKI, an individual;
COURTNEY BREWER, an individual;
ROSA ESTRADA, an individual, and on
behalf of the other aggrieved employees
pursuant to the California Private Attorneys
General Act,

PLAINTIFFS,

vs.

CLEAN PATH RECOVERY, LLC, a
California Limited Liability Company; and
DOES 1 THROUGH 100, inclusive,

DEFENDANTS.

Case No. 30-2021-01231825-CU-OE-CJC

[Hon. Melissa R. McCormick, Dept. CX104]

**[PROPOSED] ORDER AND
FINAL JUDGMENT APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”)**

Complaint	November 15, 2021
Filed:	
SAC Filed:	May 2, 2022
Trial Date:	Vacated

1 **[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT PURSUANT**
2 **TO PRIVATE ATTORNEY GENERALS ACT ("PAGA")**

3 The Court has before it the Parties' Settlement Agreement and Release of PAGA
4 Claims, and determining that the Settlement provides genuine and meaningful relief that benefits
5 the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
6 appearing therefore, it is hereby

7 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement and Release of PAGA Claim ("Settlement
10 Agreement"). The Court has jurisdiction over the subject matter of this lawsuit and all matters
11 relating thereto, and over all parties to the Action.

12 2. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement
13 Agreement.

14 3. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Notice to
15 Aggrieved Employees.

16 4. "PAGA Employees" means all current and former non-exempt California
17 employees employed by Defendant at any time between November 15, 2020 through the
18 Settlement Date.

19 5. "PAGA Release Period" means November 15, 2020 through the Final Approval
20 Date.

21 6. "Settlement Administrator" means Simpluris. The Settlement Administrator will
22 be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA
23 and distributing other payments as set forth in the Settlement Agreement.

24 7. The Court finds that the Settlement has been reached as a result of serious and
25 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts to be paid under the Settlement, the involvement of
27 an experienced private mediator to facilitate the Settlement, the risks of continued litigation that
28 Plaintiffs would face, the maximum PAGA penalties recoverable if Plaintiffs were to prevail at
trial on their PAGA claims, the allocation of settlement proceeds among the PAGA Employees,

1 and the fact that a settlement represents a compromise of the Parties' respective positions rather
2 than the result of a finding of liability at trial.

3 8. The Court hereby finds the Settlement involves the resolution of a bona fide
4 dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also
5 finds that the Settlement provides genuine and meaningful relief that benefits the public
6 consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code
§ 2699 et seq.

7 9. The Court therefore approves the Settlement as set forth in the Settlement
8 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in
9 the Settlement Agreement.

10 10. The Court finds that Plaintiffs' Counsel has adequately represented the Plaintiffs,
11 the PAGA Employees, and the LWDA for purposes of entering into and implementing the
12 Settlement.

13 11. The Court finds that the Settlement and Settlement Amount of \$60,000.00 to be
14 distributed as set forth herein, is in all respects fair, reasonable, and adequate and is hereby
15 approved. *See* California Labor Code § 2699(1)(2).

16 12. Pursuant to the terms of the Settlement, Settlement Administration Costs in the
17 amount of \$4,100.00 which are necessary to administer the Settlement are hereby granted and
18 shall be paid to Simpluris, the designated third-party settlement administrator.

19 13. Pursuant to the terms of the Settlement, Attorneys' Fees in the amount of
20 \$19,800.00 and litigation costs in the amount of \$7,620.62 are hereby granted and shall be paid
21 to Plaintiffs' counsel.

22 14. After deducting Settlement Administration Costs and Attorneys' Fees and
23 Costs from the Settlement Amount, the remainder forms the Net Settlement Amount, which totals
24 approximately \$28,479.38. Consistent with California Labor Code § 2699(i), the Net Settlement
25 Amount will be allocated seventy-five percent (75%) to the LWDA ("LWDA Settlement
26 Proceeds"), which totals \$21,359.54. The remaining twenty-five percent (25%) of the Net
27 Settlement Amount, which totals \$7,119.85, will be paid to the PAGA Employees ("PAGA
28 Employees Settlement Proceeds Fund") on a pro rata basis which shall be determined based on
the number of Eligible Pay Periods that he or she worked for Defendant in California during the

PAGA Release Period.

15. The Settlement Amount and the allocation of the Settlement Amount as set forth in this Order shall be paid by Defendant within the time frames and in the manner as stated in the Settlement Agreement. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. Upon the Effective Date, Plaintiffs, as the representative for the State of California, and each PAGA Employee, release the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for PAGA penalties that occurred, during the time period of November 15, 2020, through the date the Court grants final approval of the settlement, that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and in the Plaintiffs' notices to the LWDA.

17. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiffs and PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the Settlement Agreement.

18. Neither this Order nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an admission or concession by or against Defendant or the Released Parties of the validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an admission or concession as to Defendant's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any action against or by Defendant's or the Released Parties to support a defense

1 of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
2 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or
3 similar defense or counterclaim.

4 19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
5 purposes of supervising the implementation, enforcement, construction, administration, and
6 interpretation of the Settlement Agreement and this Order. The Court shall retain jurisdiction to
7 enforce the Settlement Agreement pursuant to Code of Civil Procedure §664.6.

8 20. The date of the Final Accounting hearing is May 2, 2024 at 9:00 a.m. in
9 Department CX104 of the above-mentioned Court. Plaintiffs shall submit to the Court a final
10 report at least five (5) court days prior to the Final Accounting hearing, including the actual
11 amounts paid to aggrieved employees and the other amounts distributed under the Settlement
12 Agreement, including uncashed checks.

13 IT IS SO ORDERED.

14 Dated: _____

Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DIKLA MISHRAKI, an individual;
COURTNEY BREWER, an individual;
ROSA ESTRADA, an individual, and on
behalf of the other aggrieved employees
pursuant to the California Private Attorneys
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PLAINTIFFS,

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CLEAN PATH RECOVERY, LLC, a
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DOES 1 THROUGH 100, inclusive,

DEFENDANTS.

Case No. 30-2021-01231825-CU-OE-CJC

[Hon. Melissa R. McCormick, Dept. CX104]

**[PROPOSED] ORDER AND
FINAL JUDGMENT APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”)**

Complaint	November 15, 2021
Filed:	
SAC Filed:	May 2, 2022
Trial Date:	Vacated

1 **[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT PURSUANT**
2 **TO PRIVATE ATTORNEY GENERALS ACT ("PAGA")**

3 The Court has before it the Parties' Settlement Agreement and Release of PAGA
4 Claims, and determining that the Settlement provides genuine and meaningful relief that benefits
5 the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
6 appearing therefore, it is hereby

7 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement and Release of PAGA Claim ("Settlement
10 Agreement"). The Court has jurisdiction over the subject matter of this lawsuit and all matters
11 relating thereto, and over all parties to the Action.

12 2. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement
13 Agreement.

14 3. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Notice to
15 Aggrieved Employees.

16 4. "PAGA Employees" means all current and former non-exempt California
17 employees employed by Defendant at any time between November 15, 2020 through the
18 Settlement Date.

19 5. "PAGA Release Period" means November 15, 2020 through the Final Approval
20 Date.

21 6. "Settlement Administrator" means Simpluris. The Settlement Administrator will
22 be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA
23 and distributing other payments as set forth in the Settlement Agreement.

24 7. The Court finds that the Settlement has been reached as a result of serious and
25 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts to be paid under the Settlement, the involvement of
27 an experienced private mediator to facilitate the Settlement, the risks of continued litigation that
28 Plaintiffs would face, the maximum PAGA penalties recoverable if Plaintiffs were to prevail at
trial on their PAGA claims, the allocation of settlement proceeds among the PAGA Employees,

1 and the fact that a settlement represents a compromise of the Parties' respective positions rather
2 than the result of a finding of liability at trial.

3 8. The Court hereby finds the Settlement involves the resolution of a bona fide
4 dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also
5 finds that the Settlement provides genuine and meaningful relief that benefits the public
6 consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code
§ 2699 et seq.

7 9. The Court therefore approves the Settlement as set forth in the Settlement
8 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in
9 the Settlement Agreement.

10 10. The Court finds that Plaintiffs' Counsel has adequately represented the Plaintiffs,
11 the PAGA Employees, and the LWDA for purposes of entering into and implementing the
12 Settlement.

13 11. The Court finds that the Settlement and Settlement Amount of \$60,000.00 to be
14 distributed as set forth herein, is in all respects fair, reasonable, and adequate and is hereby
15 approved. *See* California Labor Code § 2699(1)(2).

16 12. Pursuant to the terms of the Settlement, Settlement Administration Costs in the
17 amount of \$4,100.00 which are necessary to administer the Settlement are hereby granted and
18 shall be paid to Simpluris, the designated third-party settlement administrator.

19 13. Pursuant to the terms of the Settlement, Attorneys' Fees in the amount of
20 \$19,800.00 and litigation costs in the amount of \$7,620.62 are hereby granted and shall be paid
21 to Plaintiffs' counsel.

22 14. After deducting Settlement Administration Costs and Attorneys' Fees and
23 Costs from the Settlement Amount, the remainder forms the Net Settlement Amount, which totals
24 approximately \$28,479.38. Consistent with California Labor Code § 2699(i), the Net Settlement
25 Amount will be allocated seventy-five percent (75%) to the LWDA ("LWDA Settlement
26 Proceeds"), which totals \$21,359.54. The remaining twenty-five percent (25%) of the Net
27 Settlement Amount, which totals \$7,119.85, will be paid to the PAGA Employees ("PAGA
28 Employees Settlement Proceeds Fund") on a pro rata basis which shall be determined based on
the number of Eligible Pay Periods that he or she worked for Defendant in California during the

PAGA Release Period.

15. The Settlement Amount and the allocation of the Settlement Amount as set forth in this Order shall be paid by Defendant within the time frames and in the manner as stated in the Settlement Agreement. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. ~~As of~~ Upon the Effective Date, Plaintiffs, as the representative for the State of California, and each PAGA Employee, will forever completely release ~~and discharge~~ the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for PAGA penalties that occurred, during the ~~PAGA Release Period~~ time period of November 15, 2020, through the date the Court grants final approval of the settlement, ~~from all claims for PAGA penalties~~ that were alleged, or reasonably could have been alleged, based on the ~~claims facts that were, or reasonably could have been~~ alleged in the Operative Complaint and in the Plaintiffs' notices to the LWDA.

17. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiffs and PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the Settlement Agreement.

18. Neither this Order nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an admission or concession by or against Defendant or the Released Parties of the validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an admission or concession as to Defendant's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order and

1 the Settlement Agreement; provided, however, that this Order and the Settlement Agreement
2 may be filed in any action against or by Defendant's or the Released Parties to support a defense
3 of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
4 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or
5 similar defense or counterclaim.

6 19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
7 purposes of supervising the implementation, enforcement, construction, administration, and
8 interpretation of the Settlement Agreement and this Order. The Court shall retain jurisdiction to
9 enforce the Settlement Agreement pursuant to Code of Civil Procedure §664.6.

10 20. The date of the Final Accounting hearing is May 2, 2024 at 9:00 a.m. in
11 Department CX104 of the above-mentioned Court. Plaintiffs shall submit to the Court a final
12 report at least five (5) court days prior to the Final Accounting hearing, including the actual
13 amounts paid to aggrieved employees and the other amounts distributed under the Settlement
14 Agreement, including uncashed checks.

15 IT IS SO ORDERED.

16 Dated: _____

Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT E



Romina Keshishyan <romina@rklegalpc.com>

Thank you for your Other Response or Document Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: Romina@rklegalpc.com

Thu, Oct 26, 2023 at 2:42 PM

10/26/2023 02:42:03 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F



Romina Keshishyan <romina@rklegalpc.com>

Thank you for your Other Response or Document Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: romina@rklegalpc.com

Thu, Oct 26, 2023 at 2:43 PM

10/26/2023 02:43:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

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EXHIBIT G



Romina Keshishyan <romina@rklegalpc.com>

Thank you for your Other Response or Document Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: romina@rklegalpc.com

Thu, Oct 26, 2023 at 2:45 PM

10/26/2023 02:45:03 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

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EXHIBIT H

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Romina Keshishyan, Esq. Bar No.: 303522
romina@rklegalpc.com
RK LEGAL, PC
425 W. Broadway, Suite 225
Glendale, California 91204
Telephone: 1-323-744-4124
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DIKLA MISHRAKI, an individual;
COURTNEY BREWER, an individual;
ROSA ESTRADA, an individual, and on
behalf of the other aggrieved employees
pursuant to the California Private Attorneys
General Act,

PLAINTIFFS,

vs.

CLEAN PATH RECOVERY, LLC, a
California Limited Liability Company; and
DOES 1 THROUGH 100, inclusive,

DEFENDANTS.

Case No.: 30-2021-01231825-CU-OE-CJC

Honorable Melissa R. McCormick
Department CX104

**NOTICE OF OCTOBER 26, 2023 COURT
RULING**

Complaint Filed: November 15, 2021
Jury Trial Date: Vacated

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS:**

2 **PLEASE TAKE NOTICE** that the Court issued an October 26, 2023 ruling on the
3 Motion for Approval of PAGA Settlement scheduled for October 26, 2023 at 2:00 p.m. in
4 Department CX104 of the above-mentioned Court, the honorable Melissa R. McCormick
5 presiding.

6 The Court rules as follows:

7 1. The court has reviewed and considered the papers, including the supplemental
8 papers, filed in support of plaintiffs' motion for approval of a \$60,000 PAGA settlement. The
9 court continues to have concerns regarding the release in section D.1. of the settlement
10 agreement (Second Supp. Keshishyan Decl. (ROA 137) Ex. A).

11 In its August 3, 2023 order, the court observed that the release was "overly broad and
12 ambiguous since it is not limited to claims, etc. for civil penalties under PAGA." 8/3/23 Order
13 (Judge Wilson). The parties revised some of the releases, but did not address this issue with
14 respect to section D.1. of the settlement agreement. In its September 14, 2023 order, the court
15 observed that the release in section D.1. remained overly broad and ambiguous. 9/14/23 Order.
16 The release in section D.1. remains overly broad and ambiguous as it is not limited to claims for
17 PAGA penalties that were alleged or reasonably could have been alleged based on the facts
18 alleged in the operative complaint and notice(s) to the LWDA. *See, e.g., Amaro v. Anaheim*
19 *Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538; *Uribe v. Crown Building*
20 *Maintenance Co.* (2021) 70 Cal.App.5th 986, 1005.

21 In the interest of avoiding further delay, the parties may include the following or similar
22 revised language in the proposed order and judgment and in the notice (deletions are underlined
23 and additions are bolded): "Upon the Effective Date, Plaintiffs, as the representative for the
24 State of California, and each PAGA Employee, releases **release** the Released Parties, from any
25 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
26 fees, damages, actions or causes of action contingent or accrued for **PAGA penalties that**
27 **occurred**, during the time period of November 15, 2020 through the date that the Court grants
28 final approval of the settlement, from all claims for PAGA penalties that were alleged, or

1 reasonably could have been alleged, based on the claims **facts** that were, or reasonably could
2 have been alleged in the Operative Complaint and in the Plaintiffs' notices to the LWDA."

3 Subject to the satisfactory resolution of the above issue, and having considered all papers,
4 including supplemental papers, filed in this matter, the court finds the parties' settlement to be
5 "fair to those affected" (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549), and grants
6 plaintiffs' motion for approval, as follows:

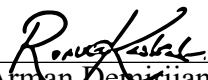
- 7
- 8 • No enhancement payment to plaintiffs;
 - 9 • \$19,800.00 for attorneys' fees (33.3% of gross settlement amount);
 - 10 • \$7,587.53 for litigation costs (reduced for postage (\$8.59) which is not permitted by Civ.
11 Proc. Code § 1033.5(b)(3));
 - 12 • \$4,100.00 for settlement administration costs; and
 - 13 • \$28,512.47 total PAGA penalties (\$21,384.35 to the LWDA and \$7,128.12 to the
14 aggrieved employees).

15 2. Plaintiffs are ordered to file and serve a revised proposed order and judgment and
16 a revised notice, included redlined versions, within 5 court days.

17 3. Counsel for Plaintiffs is to give notice, including to the LWDA. Counsel must
18 also serve the LWDA with copies of the revised proposed order and judgment and revised notice,
19 and file a proof of service.

20 Dated: October 16, 2023

RK LEGAL, PC

21 By: 
22 Arman Demirjian
23 Romina Keshishyan
24 Attorneys for Plaintiffs

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 425 W. Broadway, Suite 225, Glendale, California 91204.

On October 26, 2023, I served the foregoing document(s) described as **NOTICE OF OCTOBER 26, 2023 COURT RULING** on the interested parties as follows:

Eric J. Schindler, Esq.
eschindler@kslaw.legal
Michelle J. Berner, Esq.
mberner@kslaw.legal
Lindley Fraley, Esq.
lfraley@kslaw.legal
KROESCHE SCHINDLER LLP
2603 Main Street, Suite 200
Irvine, California 92614

Attorneys for Defendant

California Labor & Workforce Development Agency [via online Submission]
PAGAFilings@dir.ca.gov
1515 Clay Street, Suite 801
Oakland, California 94612

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[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 26, 2023, at Glendale, California.



Roland Franquez



Romina Keshishyan <romina@rklegalpc.com>

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DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: Romina@rklegalpc.com

Thu, Oct 26, 2023 at 2:26 PM

10/26/2023 02:25:41 PM

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Thu, Oct 26, 2023 at 2:28 PM

10/26/2023 02:27:59 PM

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Thu, Oct 26, 2023 at 2:38 PM

10/26/2023 02:37:52 PM

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