

1 **MESSRELIAN LAW INC.**

2 Harout Messrelian, Esq. (SB# 272020)

3 hm@messrelianlaw.com

4 Maralle Messrelian, Esq., Of Counsel (SB#316974)

5 maralle@messrelianlaw.com

6 500 N. Central Ave., Suite 840

7 Glendale, California 91203

8 Telephone: (818) 484-6531

9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff, IRMA TAPIA

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SANTA CRUZ**

13 **(UNLIMITED JURISDICTION)**

14 IRMA TAPIA,

15 *Plaintiff,*

16 vs.

17 POSADA ASSOCIATES; LA POSADA;
18 KALCO PROPERTIES INC.; and DOES 1
19 to 25, inclusive,

20 *Defendants.*

Case No.: 23CV00355

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: February 10, 2023

Hearing Date: July 22, 2024

Hearing Time: 8:30 a.m.

Hearing Dept: 5, Hon. Syda K. Cogliati

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Irma Tapia ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on July 22, 2024.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 letters to the Labor Workforce and Development Agency ("LWDA") dated October 25, 2022
8 and February 10, 2023 (the "LWDA Letters"), on behalf of all persons within the State of
9 California who are or were employed by Defendants Posada Associates/La Posada and Kalco
10 Properties, In. ("Defendants" or "Posada") from December 7, 2021 to January 18, 2024 (the
11 "Aggrieved Employees").

12 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
13 and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
16 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
20 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
21 other terms, as fair, just, reasonable, and adequate;

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

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

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

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Sixty
7 Two Thousand Dollars (\$62,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount
8 is inclusive of payments to the LWDA and Aggrieved Employees, PAGA Counsel's Fees Payment
9 and PAGA Counsel's Litigation Expenses Payment, and Administration Expenses Payment. No
10 portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award
11 of attorney's fees of Twenty Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$20,666.66)
12 and litigation costs of Five Thousand Three Hundred Eighty One Dollars and Forty Seven Cents
13 (\$5,381.47). The settlement administrator, Phoenix Class Action Administration Solutions, requests
14 administration costs of Three Thousand Eight Hundred Sixty Dollars and Eighty Two Cents
15 (\$3,860.82). Defendants do not oppose these requests. The Court finds the Gross Settlement Amount
16 is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
17 Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- 18 a. \$20,666.66 in attorney's fees to Messrelian Law Inc.;
- 19 b. \$5,381.47 in litigation costs to Messrelian Law Inc.;
- 20 c. \$3,860.82 in administration costs to Phoenix Class Action Admin Solution.; and
- 21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$32,091.05 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
23 2699(i), the NSA will then be distributed 75 percent (\$24,068.29) to the LWDA, and the
24 remaining 25 percent (\$8,022.76) to the Aggrieved Employees on a pro rata basis, as set forth in
25 the Settlement Agreement. The Court approves these payments, and directs the Settlement
26 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
27 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
28 duties as set forth in the Settlement Agreement.

1
2 7. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
4 enforcement, construction, administration, and interpretation of the Settlement Agreement.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7 DATED: _____

8 **HON. SYDA K. COGLIATI**
9 **JUDGE OF THE SUPERIOR COURT**