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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 LARICA FANTASIA JACKO,

16 *Plaintiff,*

17 vs.

18 NORTH OAK REAL ESTATE
19 INVESTMENTS, INC.; and DOES 1 to 25,
20 inclusive,

21 *Defendants.*

Case No.: 23STCV20016

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

Action filed: 8/21/23

Date: 3/28/24

Time: 10:00am

Dept: 61

Reservation ID:

308349606518

Department: 61, Hon. Gregory
Keosian

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Motion for Approval of PAGA Settlement and Release; and
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 28, 2024 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 61 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff Larica Fantasia Jacko ("Plaintiff") and 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 North Oak Real Estate Investments, Inc. ("NORTH OAK" or "Defendant(s)") (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: March 6, 2024

By 

Harout Messrelian, Esq.
Attorneys for Plaintiff
LARICA FANTASIA JACKO

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 and Release” (the
7 “Settlement Agreement”). Attached as **Exhibit 1** to the Declaration of Harout Messrelian
8 (“Messrelian Decl.”) is a true and accurate copy of the Settlement Agreement and the PAGA
9 notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement,
10 being Plaintiff and all current and former non-exempt employees of Defendant in the State of
11 California from October 25, 2021 through August 17, 2023 (“PAGA Members”), with their
12 payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an
13 order permitting settlement on the terms outlined in the Settlement Agreement.

14 **II. ALLEGATIONS AND INVESTIGATION**

15 Defendant NORTH OAK is in the property management business. Plaintiff Larica
16 Fantasia Jacko was classified as a salaried employee and worked for Defendant as a property
17 manager from approximately early July 2022 through August 31, 2022. *See* Messrelian Decl.,
18 ¶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 October 25, 2022, Plaintiff Larica Fantasia Jacko 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); and (9) failed to reimbursement business expenses (Labor Code section 2802) and also
6 under Industrial Welfare Commission Wage Orders 4-2001. Plaintiff filed her initial lawsuit on
7 August 21, 2023 in the Superior Court for the State of California, County of Los Angeles, Case
8 No. 23STCV20016 with a total of 1 cause of action for penalties under the Private Attorneys
9 General Act (PAGA) based on the following legal theories: (a)failure to pay all minimum wages
10 owed; (b) failure to pay all overtime wages owed; (c) failure to provide compliant meal periods,
11 or premium pay for non-compliant meal periods; (d) failure to authorize and permit complaint
12 rest periods, or provide premium pay for non-complaint rest periods; (e) failure to provide
13 accurate, itemized wage statements and/or otherwise maintain accurate records; (f) failure to
14 timely pay wages during employment and/or upon separation of employment; and (g) failure to
15 reimburse business expenses. *See* Messrelian Decl., ¶5.

16 Through informal discovery, Defendant produced records and represented that it
17 employed approximately 113 workers falling within Plaintiff's Aggrieved Employees definition
18 for the period from October 25, 2021 (one year before Plaintiff's PAGA notice) through August
19 17, 2023, and that there are paychecks issued for a total of approximately 3225 pay periods
20 worked for that same time period. *See* Messrelian Decl., ¶6.

21 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees
22 employed on or after October 25, 2021 through August 17, 2023. *See* Messrelian Decl., ¶7.

23 The parties attended a full-day mediation with experienced mediator Gig Kyriacou on
24 August 17, 2023, and settled the matter. Before agreeing to the terms of the Settlement, the
25 Parties engaged in informal discovery regarding Defendant's policies, practices, operations,
26 time and payroll information and other topics. Prior to negotiation, Defendants produced
27 Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records
28 for 15 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and

1 during the applicable PAGA period. Through extensive arm's length negotiations and only after
2 discovery and investigation were performed, the Parties agreed to settlement terms. Attached
3 as **Exhibit 1** is a true and accurate copy of the "Private Attorneys General Act Settlement
4 Agreement and Release" (hereinafter "Settlement Agreement") and the PAGA notice that will
5 be sent to the PAGA Members covered by the Settlement Agreement. As alluded to above, the
6 Parties negotiated the PAGA claims through arms-length negotiation during an all-day
7 mediation, and only after sufficient discovery was completed, including data being sent to
8 Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶9.

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

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

24 **III. FAIRNESS OF THE SETTLEMENT**

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

28 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members

1 were not provided accurate, itemized pay statements under Labor Code section 226 and that
2 Plaintiff and other PAGA Members were not reimbursed for use of their personal cell phones
3 for work purposes under Labor Code Section 2802. *See* Messrelian Decl., ¶12.

4 Plaintiff contends that the civil penalty statutes applicable to the Action arise from
5 violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.3,
6 2802, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code
7 violation may be awarded a sum of money for each pay period in which he or she was underpaid.
8 However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if
9 the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl., ¶13.

10 Plaintiff's main argument as it relates to the labor code violations was that Plaintiff was
11 misclassified as a salaried employee in her role as a resident manager and that she utilized her
12 personal cell phone for work purposes. Based on these theories, Plaintiff's strongest arguments
13 were a violation under Labor Code section 226 since the paystubs reflected salary pay and didn't
14 include all hours worked as well as a violation under Labor Code section 2802 since the resident
15 managers did not get reimbursed for use of personal cell phones for work purposes. Defendant
16 disputed that Plaintiff and other resident managers were misclassified and added that resident
17 managers totaled 48 out of the 113 employees and that two-third of the shifts for the resident
18 managers were less than 3.5 hours and that 99.5% of the shifts for the resident managers were
19 less than 6 hours. As such, there would not be meal or rest break issues for the resident managers
20 and no minimum wage issues either based on the general number of hours worked per shift.
21 Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a **maximum**
22 exposure of approximately \$271,000 for civil penalties for Plaintiff's strongest disputed claims
23 of failure to provide accurate itemized wage statements and failure to reimburse business
24 expenses. For the claim under Labor Code section 226, the exposure would be \$100 x 1355 pay
25 periods (42% x 3225 pay periods based on only 42% of the employees being resident managers),
26 which is \$135,500. The \$100 per pay period calculation is based on *Gunther v. Alaska Airlines*
27 (2021) 72 Cal. App. 5th 334, since a paystub was actually provided by Defendant. For the claim
28 under Labor Code section 2802 for failure to reimburse business expenses, the exposure would

1 once again be \$100 x 1355 pay periods (42% x 3225 pay periods based on only 42% of the
2 employees being resident managers), which is \$135,500. The total aggregate exposure for these
3 two claims would be \$271,000 as alluded to above. Assuming that Plaintiff's calculations and
4 analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty
5 award as unjust, arbitrary, oppressive, or confiscatory. In terms of Plaintiff's other claims based
6 on meal and rest period violations and rounding of work hours, the data analysis revealed that
7 there was only a 3.5% violation rate in the sample for missed, short or late meal periods.
8 Moreover, there was no rounding noted as hours were paid to the second decimal point. *See*
9 *Messrelian Decl.*, ¶14.

10 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple
11 PAGA penalties for the same violation for the same pay period under different Labor Code
12 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil
13 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
14 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of
15 Plaintiff's allegations in the operative Complaint. *See Messrelian Decl.*, ¶15.

16 PAGA states a court has discretion to award a lesser amount than the maximum
17 penalty. *See Lab. Code* § 2699(e)(2) ("...a court may award a lesser amount than the maximum
18 civil penalty amount specified by this part if, based on the facts and circumstances of the
19 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
20 or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203
21 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could
22 reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of
23 willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
24 ("*Carrington*") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily
25 discounted award of only \$5 per violation because it was within the Court's discretion to
26 significantly reduce PAGA penalties even when there is a finding that a violation of the
27 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of
28 \$70 million and was successful in proving the PAGA claim during a bench trial. However, the

1 trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated
2 that this reduction was warranted because imposing the maximum penalty would be “unjust,
3 arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with meal break
4 obligations and because the Court found the violations were minimal. Applying the same formula
5 here and assuming there was one violation during each pay period, the award of civil penalties
6 could not exceed \$16,125.00 in PAGA penalties (3,225 violations x \$5). As such, this Settlement
7 is a great result based solely on the risk the Court chooses to apply the *Carrington* formula.
8 Defendant has also posed formidable defenses to the Labor Code claims underlying Plaintiff’s
9 allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement
10 Amount is uncertain. *See* Messrelian Decl., ¶16.

11 The Parties further recognize that the issues presented in the Action are likely only to be
12 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
13 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
14 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*
15 Messrelian Decl., ¶17.

16 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,
17 her attorneys, and the State of California. *See* Messrelian Decl., ¶18.

18 Furthermore, Plaintiff recognizes that continued litigation presents significant risks that
19 support a significant downward departure from Plaintiff’s estimated civil penalties amount. In
20 view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount
21 for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants
22 approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014
23 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and
24 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic
25 climate, and are the product of good faith, and informed arms-length negotiations between the
26 Parties consistent with public policy and fully comply with applicable provisions of law. *See*
27 Messrelian Decl., ¶19.

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1 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

2 The Settlement Agreement covers all claims, charges, complaints, liens, demands, causes
3 of action, obligations, and liabilities, whether known or unknown, against the Released Parties
4 (as defined in the Settlement Agreement) for civil penalties predicated on any of the alleged
5 violations of the California Labor Code, Industrial Welfare Commission Wage Orders,
6 regulations, and/or other provisions of law that were alleged or asserted in the Action or any
7 PAGA notices filed by Plaintiff, or that could have been asserted in the Action or any PAGA
8 notice filed by Plaintiff based on any facts or allegations therein, with respect to PAGA Members
9 from October 25, 2021 through August 17, 2023. *See* Messrelian Decl., **Exhibit 1, ¶IV.**

10 Defendants agree to pay \$100,000.00 toward the Settlement (the “Gross Settlement
11 Amount” or “GSA”) which will be distributed as follows:

- 12 i. \$33,333.33 (33 1/3% of the GSA) in attorneys’ fees to Harout Messrelian, Esq. of
13 Messrelian Law Inc.
- 14 ii. \$11,290.87 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian
15 Law Inc.
- 16 iii. \$5,000.00 in PAGA Settlement Administrator costs to the Settlement
17 Administrators (Phoenix).
- 18 iv. \$50,375.80 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
- 19 a. \$37,781.85 (75% of “NSA”) to the LWDA, which represents civil
20 penalties payable to the LWDA under the Labor Code Private Attorneys
21 General Act (“PAGA”), Labor Code section 2698, *et seq.*; and
- 22 b. \$12,593.95 (25% of NSA) (the “PAGA Members Amount”) to the PAGA
23 Members which represents civil penalties payable to the PAGA Members
24 as civil penalties that are allegedly owed in the Action for the period from
25 October 25, 2021 through August 17, 2023. *See* Messrelian Decl., **Exhibit**
26 **1, ¶III, section 3.**

27 Plaintiff and each PAGA Member shall receive a portion of the Aggrieved Employee
28 Amount on a pro-rata basis by multiplying the PAGA Members Amount by the ratio of (i) the

1 number of pay periods worked by the PAGA Member during the release period and (ii) the total
2 number of pay periods worked by all PAGA Members during the release period. *See* Messrelian
3 Decl., **Exhibit 1**, ¶III, section 4.

4 For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved
5 Employee Settlement Award shall be considered to be a civil penalty and shall not be subject to
6 withholding, unless otherwise required by law. *See* Messrelian Decl., **Exhibit 1** ¶III, section 5.

7 **V. THE PROPOSED FEE AMOUNT FOR ATTORNEYS' FEES AND COST**
8 **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**
9 **AND SHOULD BE APPROVED**

10 Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's
11 request for \$33,333.33 in attorney fees and \$11,290.87 in litigation costs is fair and reasonable.
12 "Empirical studies show that, regardless of whether the percentage method or the lodestar method
13 is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*
14 *Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*
15 *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug.
16 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method
17 for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience
18 in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved
19 a strong result for the PAGA Members and the State while bearing the substantial burdens of
20 contingency representation. *See* Messrelian Decl., ¶¶22-23.

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

1 *California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

2 The litigation costs expended to aid in the representation of the PAGA Members
3 include the following: lawsuit filing fee of \$454.22, PAGA initial filing fees of \$75.00; expert
4 data analysis fee of \$950.00, mediation fee of \$9,750.00, and motion filing fee of \$61.65 for a
5 total of \$11,290.87. All of these costs are documented and reasonably incurred. *See* Messrelian
6 Decl., ¶24.

7 **VI. NO ADMISSION OF LIABILITY OR WRONGDOING**

8 The payment of consideration or any other obligation are not and shall not be construed
9 in any way as an admission of wrongdoing or liability on the part of Defendant, or any other
10 person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out
11 of the employment relationship between the Parties and the PAGA Members. The Parties intend
12 merely to avoid the expense, delay, uncertainty and burden of continued litigation. *See*
13 Messrelian Decl., **Exhibit 1** at ¶II, section 4.

14 **VII. PAGA SETTLEMENT ADMINISTRATION**

15 The Parties agree to use Phoenix Settlement Administrators to handle the administration
16 of this Settlement. *See* Messrelian Decl., **Exhibit 1** at ¶I, section 18.

17 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the
18 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of
19 Settlement Approval, approving and incorporating by reference the terms and conditions of the
20 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

21 Pursuant to the Settlement Agreement, the following outlines the procedure for funding
22 and distribution of the PAGA settlement funds in this matter.

23 PAGA Employee List. Defendant shall compile a list containing the following
24 information regarding each of the PAGA Employees: (1) full name; (2) last known mailing
25 address; (4) Social Security number; and (5) the total number of pay periods worked during the
26 PAGA Period (“PAGA Employee List”). The PAGA Employee List will be provided to the
27 Settlement Administrator within fifteen (15) calendar days after the Court has signed and
28 entered the Approval Order. This information shall be treated as and remain confidential and

1 shall be used solely to manage the notice and payment process described herein, shall not be
2 disclosed to anyone other than the Settlement Administrator, except to applicable taxing
3 authorities, or pursuant to express written authorization of Defendant, the individual in
4 question, or by order of the Court.

5 Funding of Settlement. Defendant shall fund the Gross Settlement Amount by way of
6 electronic transfer to the account to be established by the Settlement Administrator for purposes
7 of administration of the Settlement (“Settlement Administration Account”) within thirty (30)
8 calendar days after the Court has signed and entered the Approval Order granting approval of
9 the PAGA Settlement, but in no event earlier than May 1, 2024. Defendant’s obligations for
10 funding the settlement are satisfied upon electronic transfer of the Gross Settlement Amount to
11 the Settlement Administrator pursuant to the Settlement Administrator’s instructions, provided,
12 however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the
13 event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good
14 faith to resolve the issues.

15 Payments to LWDA, Plaintiff’s Counsel, Plaintiff, and Settlement Administrator.
16 Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the
17 Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA,
18 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and Settlement Administration Costs to itself.

19 Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar
20 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall
21 mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check
22 at the last known address in the PAGA Employee List or a more updated address from the
23 National Change of Address Database. A notice letter explaining why the check is being sent
24 (“Employee Notice”), in a mutually-agreed upon form that has been approved by the Court, in
25 substantially the form that is attached hereto as “Exhibit A,” will be included in the mailing of
26 each PAGA Employee’s Individual Settlement Check. Together, an Individual Settlement
27 Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a
28 “Payment Packet.” Prior to mailing the Payment Packets, the Settlement Administrator shall

1 check the addresses provided using the National Change of Address database. Should any of
2 the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten
3 (10) calendar days after it receives the returned undeliverable mail to search for a more current
4 address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail
5 Employee Notices to the traced address. The Settlement Administrator will only be required to
6 re-mail the Payment Packets once by way of this process.

7 Expiration of Settlement Checks. All Individual Settlement Checks will expire one
8 hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets
9 to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the
10 Settlement Administration Account as a result of cancelled Individual Settlement Checks, such
11 funds shall be transmitted to the California State Controller's Office Unclaimed Property Fund
12 in the name of each PAGA Employee whose check is voided. All duties set forth herein shall
13 be included in the Settlement Administration Costs and paid from the Gross Settlement
14 Amount. Irrespective of whether a PAGA Employee's Individual Settlement Check has been
15 actually received and/or cashed, he or she will be deemed to be bound to this Settlement, the
16 release provided herein, and the Court's Approval Order.

17 Disputes Relating to Settlement Administration. Any disputes concerning
18 administration of the Settlement which cannot be resolved by the Parties shall be submitted to
19 and resolved by the Court.

20 Settlement Administrator's Tax Reporting. The Settlement Administrator shall be
21 responsible for providing the requisite Form 1099's as required by this Agreement, and the
22 completion of any other steps necessary for compliance with any tax obligations of the
23 Settlement under federal, state, and/or local law, as applicable.

24 Confirmation of Administration of Settlement. Within twenty-one (21) calendar days of
25 distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's
26 Counsel and Counsel for Defendant a written declaration verifying that it effected disbursement
27 of the Gross Settlement Fund pursuant to the terms of this Agreement.

Notice Regarding Settlement Compliance. Within fourteen (14) calendar days of receipt of the Settlement Administrator's declaration confirming Defendant's funding of the Settlement and the Settlement Administrator's disbursement of the Gross Settlement Fund, Plaintiff shall file a notice informing the court of compliance with the terms of the Settlement and satisfaction of the Judgment, and requesting formal closure of the Action. *See Messrelian Decl., Exhibit 1* at ¶VI.

VIII. CONCLUSION

Plaintiff respectfully requests that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: March 6, 2024

By HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff



Make a Reservation

LARICA FANTASIA JACKO vs NORTH OAK REAL ESTATE INVESTMENTS, INC.

Case Number: 23STCV20016 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-08-21 Location: Stanley Mosk Courthouse - Department 61

Reservation

Case Name:

LARICA FANTASIA JACKO vs NORTH OAK REAL
ESTATE INVESTMENTS, INC.

Case Number:

23STCV20016

Type:

Motion re: (Approval of PAGA Settlement)

Status:

RESERVED

Filing Party:

Larica Fantasia Jacko (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 61

Date/Time:

03/28/2024 10:00 AM

Number of Motions:

1

Reservation ID:

308349606518

Confirmation Code:

CR-DGPGCLIBCBSMUKDHF

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:

\$61.65

Type:

AmericanExpress

Account Number:

XXXX1004

Authorization:

140461

Payment Date:

1969-12-31

[Print Receipt](#)

[+ Reserve Another Hearing](#)

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