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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

ARNULFO CONTRERAS,

Plaintiff,

vs.

SURF CITY TSP, LP; MICHAEL
LINLEY, an individual; and DOES 1 to 25,
inclusive,

Defendants.

Case No.: 30-2023-01326722-CU-OE-CXC

*[Assigned for all purposes to Honorable
Layne H. Melzer, Judge]*

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

Complaint Filed: May 18, 2023

1 The Court having considered Plaintiff's Notice of Motion and Motion to Approve
2 PAGA Settlement Agreement ("Motion"), the supporting declarations and exhibits thereto, all
3 papers filed and proceedings had herein, and the absence of any objections received from the
4 Labor & Workforce Development Agency ("LWDA") regarding the proposed Settlement, and
5 having reviewed the record in the Action, and good cause appearing, the Court hereby
6 GRANTS Plaintiff's motion and

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Order and Judgment, refers to all defined terms
9 as set forth in the Joint Stipulation of Representative PAGA Action Settlement and Release of
10 Claims ("original PAGA Settlement") attached as Exhibit "1" to the Declaration of Harout
11 Messrelian in Support of the foregoing Motion. (DECLARATION IN SUPPORT FILED BY
12 CONTRERAS, ARNULFO ON 08/18/2025, ROA # 81). The subsequent amendments to the
13 Joint Stipulation of Representative PAGA Action Settlement and Release of Claims
14 ("Amended PAGA Settlement") are further attached as Exhibit "1" to the Supplemental
15 Declaration of Harout Messrelian (SUPPLEMENTAL (DECLARATION OF HAROUT
16 MESSRELIAN) FILED BY CONTRERAS, ARNULFO ON 04/14/2026, ROA # 100).

17 2. The Court hereby accepts and approves the Settlement as fair, reasonable, and
18 adequate, and directs the parties to effectuate the Settlement according to its terms;

19 3. Plaintiff and all Aggrieved Employees shall have, by entry and operation of
20 this Order and Judgment, fully, finally, and forever released, relinquished, and discharged the
21 Released Parties from all Released PAGA Claims as follows:

22 **"Aggrieved Employees"** means are all persons who during the period from March 14,
23 2022 through May 21, 2024 (the "Representative Period"), have previously been or
24 currently are employed in California by Defendant Surf City TSP, LP as a non-exempt
employee.

25 **"Representative Period"** means the period of time March 14, 2022 through May 21,
26 2024.

27 **"Released Parties"** means Defendant Surf City and its past, present and/or future,
28 direct and/or indirect, owners, officers, directors, members, managers, employees,
agents, representatives, attorneys, including but not limited to O'Hagan Meyer,
insurers, partners, investors, shareholders, administrators, parent companies,

1 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
2 **"PAGA Released Claims"** means "[A]ll causes of action and claims for civil penalties
3 under the California Labor Code Private Attorneys General Act of 2004 that were
4 alleged in the operative complaint in the Action or reasonably could have been alleged
5 based on the facts contained in the operative complaint in the Action or LWDA letters.
6 including claims for civil penalties based on the following: (i) failure to pay all regular
7 rate wages, minimum wages, and overtime wages due; (ii) failure to provide compliant
8 meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay
9 wages during employment; (v) failure to provide complete, accurate wage statements;
10 (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to
11 maintain records in accordance with Labor Code Section 1174; (viii) failure to
12 reimburse necessary expenditures; (ix) failure to provide payroll and personnel
13 records; (x) unpaid sick leave; and/or (xi) claims, causes of action or legal theories of
14 relief seeking civil penalties under the California Labor Code Private Attorneys
15 General Act of 2004 plead in the operative complaint and underlying LWDA
16 Exhaustion Letters filed by Plaintiff Contreras."

17 4. The Parties shall bear their own respective attorneys' fees and costs, except as
18 otherwise provided for in the Settlement and approved by the Court.

19 5. The Settlement is not an admission by Defendant as defined below, nor is this
20 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
21 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
22 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
23 concession, or liability whatsoever by or against Defendant.

24 6. The Court hereby appoints Phoenix Class Action Administration Solutions as
25 the Settlement Administrator.

26 7. Defendant shall pay the Gross Settlement Amount of \$140,000.00 to the
27 Settlement Administrator pursuant to the timing and terms of the Settlement.

28 8. The Court hereby approves the following amounts from the Gross Settlement
Amount:

- a. Actual administration costs of \$4,500.00 payable to the Settlement
Administrator for administration of the Settlement;
- b. Attorneys' fees to PAGA Counsel in the amount of \$42,000.00;
- c. Reimbursement for actual expenses incurred by PAGA Counsel in the
amount of \$16,536.79; and

1 d. After deducting the foregoing payments, the estimated remainder of
2 approximately \$76,963.21 shall form the Net Settlement Amount. Pursuant
3 to Labor Code section 2699(i), the Net Settlement Amount will then be
4 distributed 75 percent (\$57,722.41) to the LWDA, and the remaining 25
5 percent (\$19,240.80) to the Aggrieved Employees on a pro rata basis, as set
6 forth in the Settlement Agreement. The Court approves these payments and
7 directs the Settlement Administrator to issue checks to the LWDA and
8 Aggrieved Employees, along with the Notice of PAGA Settlement, as set
9 forth in the Settlement Agreement, and to otherwise carry out its duties as
10 set forth in the Settlement Agreement.

11 9. The Court hereby confirms Harout Messrelian of Messrelian Law Inc as PAGA
12 Counsel.

13 10. The Court finds that the fees requested by PAGA Counsel of \$42,000.00 (30%
14 of the Gross Settlement Amount) are reasonable, and the costs requested of \$16,536.79 were
15 reasonable and necessary for the prosecution of this action. The Court hereby awards
16 attorneys' fees in the amount of \$42,000.00 and costs in the amount of \$16,536.79 to PAGA
17 Counsel for their current attorneys' costs. The payment of fees and costs to PAGA Counsel
18 shall be made in accordance with the terms of the Settlement.

19 11. The Court approves, as to form and content, the proposed Amended PAGA
20 Notice letter attached as Exhibit 3 to the Supplemental Declaration of Harout Messrelian to be
21 sent to the Aggrieved Employees along with their respective Individual PAGA Payments.
22 (SUPPLEMENTAL (DECLARATION OF HAROUT MESSRELIAN) FILED BY
23 CONTRERAS, ARNULFO ON 04/14/2026, ROA # 100).

24 12. This action is dismissed with prejudice.

25 13. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within
26 ten calendar days after entry of the Order and Judgment.

27 14. Without affecting the finality of this Order, this Court shall retain jurisdiction,
28 pursuant to C.C.P. section 664.6 and CRC 3.769(h), over this action, the Parties, and the

1 Aggrieved Employees to the fullest extent necessary to interpret, enforce, and effectuate the
2 terms and intent of the Settlement and this Order and Judgment.

3 15. The Court sets a Final Report Hearing status conference re: final accounting
4 for February 11, 2027, at 2:00 p.m. At least 16 calendar days prior to the hearing, Plaintiff
5 shall submit a final report including the actual amounts paid to Aggrieved Employees, the
6 other amounts distributed under the Settlement, and the amounts tendered to the California
7 State Controller's Office for Unclaimed Property Division.

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

10 Date: May 26, 2026



11 Honorable Layne H. Melzer
12 Judge of the Orange County Superior Court
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