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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

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

*Assigned for All Purposes to
Hon. Layne H. Melzer, Department CX102*

Action filed: 5/18/2023
Hearing Date: 1/22/26
Hearing Time: 2:00pm
Hearing Dept: CX102

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

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

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

16 **"Aggrieved Employees"** means are all persons who during the period from March 14,
17 2022 through May 21, 2024 (the "Representative Period"), have previously been or currently are
18 employed in California by Defendant Surf City TSP, LP as a non-exempt employee.

19 **"Representative Period"** means the period of time March 14, 2022 through May 21,
20 2024.

21 **"Released Parties"** means Defendant Surf City and its past, present and/or future, direct
22 and/or indirect, owners, officers, directors, members, managers, employees, agents,
23 representatives, attorneys, including but not limited to O'Hagan Meyer, insurers, partners,
24 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
25 predecessors, successors, assigns, and joint venturers.

26 **"PAGA Released Claims"** means "[A]ll causes of action and claims for civil penalties
27 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the
28 operative complaint in the Action or reasonably could have been alleged based on the facts
contained in the operative complaint in the Action or LWDA letters. including claims for civil
penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, and
overtime wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide
compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide
complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or
resignation; (vii) failure to maintain records in accordance with Labor Code Section 1174; (viii)
failure to reimburse necessary expenditures; (ix) failure to provide payroll and personnel records;

1 (x) unpaid sick leave: and/or (xi) claims, causes of action or legal theories of relief seeking civil
2 penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the
operative complaint and underlying LWDA Exhaustion Letters filed by Plaintiff Contreras.”

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

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

10 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
11 Administrator.

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

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

- 16 a. Actual administration costs of \$4,500.00 payable to the Settlement Administrator
17 for administration of the Settlement;
18 b. Attorneys’ fees to PAGA Counsel in the total maximum amount of \$46,666.66;
19 c. Reimbursement for actual expenses incurred by PAGA Counsel in the amount of
20 \$16,536.79; and
21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$72,296.55 shall form the Net Settlement Amount. Pursuant to Labor Code section
23 2699(i), the Net Settlement Amount will then be distributed 75 percent
24 (\$54,222.41) to the LWDA, and the remaining 25 percent (\$18,074.14) to the
25 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.
26 The Court approves these payments, and directs the Settlement Administrator to
27 issue checks to the LWDA and Aggrieved Employees, along with the Notice of
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PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

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

10. The Court finds that the fees requested by PAGA Counsel of \$46,666.66 (1/3 of the Gross Settlement Amount) are reasonable, and the costs requested of \$16,536.79 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorneys' fees in the amount of \$46,666.66 and costs in the amount of \$16,536.79 to PAGA Counsel for their current attorneys' costs. The payment of fees and costs to PAGA Counsel shall be made in accordance with the terms of the Settlement.

11. The Court approves, as to form and content, the proposed letter attached as Exhibit 2 to the Declaration of Harout Messrelian to be sent to the Aggrieved Employees along with their respective Individual PAGA Payments.

12. This action is dismissed with prejudice.

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

14. Without affecting the finality of this Order, this Court shall retain jurisdiction, pursuant to C.C.P. section 664.6 and CRC 3.769(h), over this action, the Parties, and the Aggrieved Employees to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

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

6
7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
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9 DATED: _____

10 **HON. LAYNE H. MELZER**
11 **JUDGE OF THE SUPERIOR COURT**
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