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EXCELLENT MCAFEE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

EXCELLENT MCAFEE,

Plaintiff,

vs.

FOXBLOOD INC. dba MY VIOLET; and DOES 1 to 25, inclusive,

Defendant.

Case No.: 26STCV12120

[Assigned for all purposes to Honorable Wendy Chang, Judge]

PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED PAGA APPROVAL MOTION

[Filed Concurrently with Declaration of Harout Messrelian and Proposed Order]

Hearing Date: August 13, 2026
Time: 8:30 a.m.
Department: 410

Complaint Filed: April 15, 2026

TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on August 13, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 410 of the above-entitled Court, Plaintiff Excellent McAfee ("Plaintiff") will and hereby does move unopposed, the Court, pursuant to Labor Code section 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code section 2698 et seq., settlement agreement between Plaintiff and Defendant Foxblood Inc. dba My Violet (hereinafter "Defendant" or "Foxblood") (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.

DATED: May 15, 2026

MESSRELIAN LAW INC.

By________________________________
Harout Messrelian, Esq.
Attorney for Plaintiff
Excellent McAfee

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiff and Defendant are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The Parties have memorialized the terms of this settlement in a "PAGA Settlement Agreement" (the "Settlement Agreement"). Attached as **Exhibit 1** to the Declaration of Harout Messrelian ("Messrelian Decl.") is a true and accurate copy of the Settlement Agreement and the notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and former hourly-paid or non-exempt employees of Defendant in the State of California from July 22, 2024, until March 20, 2026 ("Aggrieved Employees"), with their payment. By this Motion and pursuant to California Labor Code section 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant Foxblood Inc. dba My Violet is a Los Angeles-based online and physical boutique retail store. Plaintiff worked as a front office associate and in social media for Defendant starting in August of 2024, with Plaintiff's employment coming to an end on July 13, 2025. Plaintiff claimed that Defendant violated various California Labor Code sections. *See* Declaration of Harout Messrelian ("Messrelian Decl.") ¶ 4.

Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On July 22, 2025, Plaintiff on behalf of herself and Defendant's California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code sections 1194, 1194.2, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code section

510); (3) failed to provide rest breaks (Labor Code section 226.7); (4) failed to provide meal breaks (Labor Code sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code section 204); (6) failed to provide accurate itemized wage statements (Labor Code section 226(a)); (7) failed to keep accurate and complete payroll records (Labor Code sections 1174 and 1174.5); (8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimbursement business expenses (Labor Code sections 2800 and 2802); (10) failed to provide sick pay (Labor Code section 233 and 246); and (11) failed to provide suitable seating/rest break facilities (Wage Order no. 4-2001/7-2001).

Plaintiff filed her lawsuit on April 15, 2026, in the Superior Court for the State of California, County of Los Angeles, Case No. 26STCV12120, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶ 5.

Through informal discovery, Defendant produced records and represented that it employed approximately 28 employees falling within Plaintiff's Aggrieved Employees definition for the period from July 22, 2024 (one year before Plaintiff's initial PAGA notice) through March 20, 2026 (the mediation date), and there were paychecks issued for a total of approximately 730 pay periods worked for that same time period. *See* Messrelian Decl., ¶ 6.

The Settlement Agreement covers the Aggrieved Employees, employed on or after July 22, 2024 through March 20, 2026. *See* Messrelian Decl., ¶ 7.

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit. *See* Messrelian Decl., ¶ 8.

The parties attended a full-day mediation with experienced mediator Tagore Subramanian, Esq. on March 20, 2026, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for all 28 employees classified as non-exempt and falling within

Plaintiff's Aggrieved Employees definition during the applicable PAGA Period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of Settlement Agreement along with the notice that will be sent, with payment, to the Aggrieved Employees covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶ 9.

The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation. *See* Messrelian Decl., ¶ 10.

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

III. FAIRNESS OF THE SETTLEMENT

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

Plaintiff alleges that the strongest claims are that Plaintiff and the Aggrieved Employees were not provided meal breaks and rest breaks under the law, as this is essentially a meal and rest break case. *See* Messrelian Decl., ¶ 12.

Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code sections 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code section 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl., ¶ 13.

As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a shift violation rate of 25.5% for short, late, or no meal breaks for shifts that were 5 hours or greater during the relevant period. The data revealed that 90.9% of shifts in the sample were 5 hours or greater. As such, we are dealing with alleged violations covering 664 pay periods [730 total pay periods x 90.9%]. If you extrapolate the 25.5% shift violation rate, it amounts to <u>52.7%</u> of the 730 pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be **$17,500**, which is calculated as follows: 730 pay periods x 90.9% equals 664 pay periods; 664 pay periods x 52.7% equals 350 affected pay periods; 350 pay periods x $50/pay period (civil penalty) amounts to **$17,500** in exposure. The latter exposure calculation does not take into account the fact that Defendant had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiff's meal period claims. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge. Additionally, Defendant maintained legally compliant meal period policies as mentioned above. *See* Messrelian Decl., ¶ 14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff would use the same meal period violation rate and extrapolate from there. As such, Plaintiff would utilize a rest period shift violation rate of 25.5% for shifts that were 3.5 hours or greater. The data revealed that 96.9% of shifts in the sample were 3.5 hours or greater. As such, we are dealing with alleged violations covering 707 pay periods [730 total pay periods x 96.9%]. If you extrapolate the 25.5% shift violation rate, it amounts to 52.7% of pay periods having at least one rest period violation. Moreover, and due to the difficulties in proving rest break violations, which are not tracked on paper, Plaintiff attributes a 50% chance of success on this claim if it were to forward in Court as Defendant contends they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiff's rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Additionally, Defendant maintained legally compliant rest period policies. As such, the realistic exposure for rest period violations in the PAGA period would be **$18,650**, which is calculated as follows: 730 pay periods x 96.9% equals 707 affected pay periods; 707 pay periods x 52.7% violation rate equals 373 pay periods; 373 pay periods x $100/pay period (civil penalty) amounts to $37,300 in maximum exposure, which would be multiplied by a 50% chance of success, and thus yields **$18,650**. As such, the maximum exposure for meal and rest period violations in the PAGA period would be **$36,150**. *See* Messrelian Decl., ¶ 15.

As far as straight overtime issues are concerned, the data revealed that overtime was paid properly when worked. Moreover, and per the data, the average hours worked per day was 6.9 hours, which is less than the 8-hour overtime threshold for daily overtime. As it relates to rounding violations, the data revealed that work hours were paid to the second decimal point and there was no indication of rounding. As it relates to Plaintiff's claim of business expense reimbursement, Defendant showed through informal discovery that equipment, such as personal cellphones for work purposes and mileage reimbursement were correctly reimbursed. Additionally, as it relates to uniforms, employees did not need to wear or provide uniforms, so there was nothing to reimburse. As it relates to the lack of rest break facilities, sick pay, or lack of suitable seating provided, there was no evidence seen of these violations. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of employment as well as not receiving accurate, itemized wage statements. The latter would not be triggered since meal and rest period violations do not trigger these derivative claims. *See* Messrelian Decl., ¶ 16.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims, which again Plaintiff understands Defendant disputes, would be **$36,150**. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of **$20,000** is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶ 17.

Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶ 18.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. In *Carrington v. Starbucks*, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $3,650 in PAGA penalties (730 violations x $5) and given the nature of the violations and the fact that meal period premiums were paid, there is a substantial risk of a similar formula being applied. As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶ 19.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the Aggrieved Employees and Plaintiff from continued litigation. *See* Messrelian Decl., ¶ 20.

The settlement of the Action involves monetary relief to all Aggrieved Employees, Plaintiff, her attorneys, and the State of California. *See* Messrelian Decl., ¶ 21.

Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F. 3d 902 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. *See* Messrelian Decl., ¶ 22.

IV. **TERMS OF THE SETTLEMENT**

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the PAGA Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA notices submitted by Plaintiff to the LWDA with respect to Aggrieved Employees from July 22, 2024 through March 20, 2026, including claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, provide suitable seating/rest break facilities, and for civil penalties for violation of and/or based on California Labor Code sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001 & 7-2001. Settlement Agreement, ¶ 1.25.

Defendant agrees to pay $20,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $6,666.67 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $1,857.20 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $2,490.00 in PAGA Settlement Administrator costs to the Settlement Administrators (APEX Class Action Administration).

iv. $8,986.13 (the "Net Settlement Amount" or "NSA") will be divided as follows:

   a. $5,840.98 (65% of "NSA") to the LWDA, which represents PAGA Penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $3,145.15 (35% of NSA) to the Aggrieved Employees, which represents PAGA Penalties payable to the Aggrieved Employees as civil penalties that are allegedly owed in the Action for the period from July 22, 2024 through March 20, 2026.

Settlement Agreement, ¶¶ 1.14, 1.22, 3.1-3.2.

Plaintiff and each Aggrieved Employee shall receive a pro rata share of 35% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period. Settlement Agreement, ¶ 1.11.

For purposes of computing taxes, one hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall be reported on a federal form 1099. Settlement Agreement, ¶ 3.2.1.

V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's request for $6,666.67 in attorney fees and $1,857.20 in litigation costs is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 47 fn. 11 (2008) (*quoting Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000); *see also Lafitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (Cal. Aug. 11, 2016) (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a strong result for the Aggrieved Employees and the State while bearing the substantial burdens of contingency representation. *See generally* Messrelian Decl., ¶¶ 25-26.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*, 20 Cal. 3d. 25, 48-49 (1977) ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 230, 254 (2001); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-30 (2000).

The litigation costs expended to aid in the representation of the Aggrieved Employees include the following: lawsuit filing fee of $459.70; PAGA initial filing fees of $75.00; and expert data analysis fee of $1,322.50for a total of $1,857.20. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶ 27.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. Settlement Agreement, ¶ 10.1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use APEX Class Action Administration to handle the administration of this Settlement. *See generally* Messrelian Decl., ¶ 28; Settlement Agreement, ¶ 1.25.

A. Aggrieved Employee Data

Within 15 calendar days of full execution and preliminary approval of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. Settlement Agreement, ¶ 4.2.

B. <u>Funding of Gross Settlement Amount</u>

Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Settlement Agreement, ¶ 4.3.

C. <u>Payments from the Gross Settlement Amount</u>

Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. Settlement Agreement, ¶ 4.4.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Settlement Agreement, ¶ 4.4.1.

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to

Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date. Settlement Agreement, ¶ 4.4.2.

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Settlement Agreement, ¶ 4.4.3.

VIII. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

DATED: May 15, 2026

MESSRELIAN LAW INC.

By__________________________
Harout Messrelian, Esq.
Attorney for Plaintiff
Excellent McAfee