

MESSRELIAN LAW INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

(UNLIMITED JURISDICTION)

JUAN ANTONIO JUAREZ-NARANJO,

Plaintiff,

vs.

SUR AT THE BARNYARD, INC.;
ASHLEY DUDLEY; and DOES 1 to 25,
inclusive,

Defendants.

Case No.: 23CV001428

**SUPPLEMENTAL DECLARATION OF
HAROUT MESSRELIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Action filed: May 4, 2023

Hearing Date: October 3, 2025

Hearing Time: 8:30 a.m.

Hearing Dept: 14, Hon. Carrie M. Panetta

**SUPPLEMENTAL DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelia Law Inc. and the attorney of record for Juan Antonio Juarez-Naranjo (individually, “Juarez-Naranjo” or “Plaintiff”) in his lawsuit against Defendants Sur at the Barnyard, Inc. and Dudley Ashley (“Defendants” or “SUR AT THE BARNYARD”).

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. In its Tentative Ruling issued on September 11, 2025, 2025, the Court expressed concerns about certain aspects of the Settlement and requested clarifying information. The Parties have addressed the issues in this supplemental declaration.

4. A true and correct copy of the Amendment to the PAGA Settlement Agreement (the “Amendment”) is attached hereto as **Exhibit 12**. The Amendment states that “Legal Aid At Work” shall be the recipient of any interest accrued on the installment payments made and held by the settlement administrator prior to distribution.

5. No portion of the requested attorneys' fees and costs is attributable to Plaintiff's individual claims. PAGA Counsel seeks \$110,000 in fees, representing 33.33% of the Gross PAGA Settlement Amount. Although the Settlement Agreement authorizes up to 35% in attorneys' fees, Counsel is requesting only 33.33%. Also, as set forth in my previously filed Declaration, Plaintiff's individual settlement agreement does not provide for any additional attorney's fees or costs to my firm either. (HM, ¶ 28).

Notice of Settlement to the LWDA

6. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Amendment to the PAGA Settlement Agreement with the LWDA at the same time this supplemental declaration is being filed with the Court. True and correct copies of Plaintiff's submission with the LWDA and the confirmation email are collectively attached as **Exhibit 13** to this declaration.

1 I declare under the penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct to the best of my knowledge.

3 Executed on September 23, 2025, at Glendale, California.

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6 HAROUT MESSRELIAN,
7 Declarant
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EXHIBIT 12

AMENDMENT TO PAGA SETTLEMENT AND RELEASE AGREEMENT

*Juarez-Naranjo v. SUR at the Barnyard, Inc., et al.
Monterey County Superior Court, Case No. 23CV001428*

I. INTRODUCTION

The Parties agree that the below section of the PAGA Settlement Agreement be amended in accordance with the Court's tentative order.

II. AMENDMENTS

- A. Section 4.3: The Parties agree that Section 4.3 shall be modified to read as follows: "Funding of Gross Settlement Amount. The total consideration for the Settlement from Defendants is the Gross Settlement Amount (\$330,000.00), to be made in monthly installments until the entire Gross Settlement Amount has been fulfilled. Defendants shall make an initial payment in the amount of \$20,000.00 to the Administrator no later than 14 days after the Effective Date, plus fifteen installment payments of \$20,000.00 every 30 days thereafter. The final, sixteenth installment payment shall be in the amount of \$10,000.00. The above-described installment payments shall be made to the Administrator to be held in trust. The Parties have also jointly agreed that "Legal Aid at Work" shall be the recipient of any interest accrued on the installment payments made and held by the Administrator prior to distribution.

Section 3.1: The Parties further agree that the following in Section 3.1 shall be modified to read as follows: "Defendants have no obligation to pay the Gross Settlement Amount prior to the deadlines set forth in this Agreement."

III. EXECUTION BY PARTIES

The Parties hereby execute the Amendment to the PAGA Settlement Agreement.

9/22/2025

DATE

Firmado por:



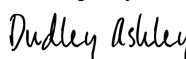
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Juan Antonio Juarez-Naranjo, Plaintiff

9/23/2025

DATE

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SUR at the Barnyard, Inc., Defendant

By Its CEO (Dudley Ashley)

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APPROVED AS TO FORM

09-22-2025

DATE

MESSRELIAN LAW



Harout Messrelian for Plaintiff

FERBER LAW

September 23, 2025

DATE



Michelle Finkel Ferber, Esq. for Defendants

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Amairani Gomez v. Focus Industries, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01336931-CU-OE-CXC

<<Settlement Administrator >>

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiff in the Action is Amairani Gomez (“Plaintiff”) and the defendants are Focus Industries, Inc. and Stan Shibata (“Defendants”). The Action seek civil penalties for purported violations of the California Labor Code on behalf of all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt during the PAGA Period of April 10, 2022 through June 20, 2024 (the “PAGA Members”). Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the case and the Court has approved the settlement and release of claims. By settling the Action, Defendants are not admitting that they have done anything wrong as of and subject to the occurrence of the Effective Date of the Settlement.

Upon the Effective Date of this Settlement, Plaintiff, on behalf of the State of California (including, but not limited to, the LWDA), and the PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. The Released PAGA claims shall include all known or unknown claims for civil penalties, attorneys’ fees and costs, or any other relief under PAGA arising out of the Labor Code claims based on any facts, claims, or theories set forth in the LWDA Notice against Defendants dated April 10, 2023, including but not limited to: California Labor Code Sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, and IWC Wage Order 1, §§7, 11-12.

No claims for any unpaid or underpaid wages have been settled by this settlement, and this settlement is without prejudice to any pursuit of such claim.

By Order dated <<court approval order date>>, the Superior Court of the State of California, Orange County approved the Settlement of the PAGA claims.

According to the Defendants' records, you are a PAGA Member and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to [REDACTED] (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT 13