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8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 TYKIAH TORRES,

12 Plaintiff,

13 vs.

14 JSI ACQUISITION, INC.; JONATHAN  
15 ISTRIN; and DOES 1 to 25, inclusive,

16 Defendants.

Case No.: 23STCV06790

**PLAINTIFF'S NOTICE OF UNOPPOSED  
MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT AND  
RELEASE OF PAGA CLAIMS PURSUANT  
TO LABOR CODE SECTIONS 2698 *ET*  
*SEQ.* ; MEMORANDUM OF POINTS AND  
AUTHORITIES THEREOF**

Action filed: 3/28/23

Date: 4/17/2025

Time: 8:30am

Dept: 20

Reservation ID:  
549685860664

Department: 20, Hon. Kevin C.  
Brazile

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;
2. [Proposed] Order

1                   **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2       PLEASE TAKE NOTICE THAT on April 17, 2025 at 8:30 a.m., or as soon thereafter as the  
3       matter may be heard in Department 20 of the above-entitled Court, located at 111 N. Hill Street,  
4       Los Angeles, California 90012, Plaintiff Tykiah Torres (“Plaintiff”) will and hereby does move  
5       unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private  
6       Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 et seq., settlement agreement  
7       between Plaintiff and Defendants JSI ACQUISITION, INC. and JONATHAN ISTRIN  
8       (hereinafter “Defendant(s)” or “JSI”) (collectively, “the Parties”)

9               This Motion is based on this Notice, the attached Memorandum of Points and Authorities;  
10       the concurrently-filed Declaration of Harout Messrelian, the papers and pleadings on file in this  
11       action, any and such other evidence and oral argument as may be presented in connection with  
12       the hearing on this Motion.

13                                       Respectfully Submitted,

14                                       MESSRELIAN LAW INC.

15  
16       DATED: March 18, 2025

17       By \_\_\_\_\_

18                                         
19                                       Harout Messrelian, Esq.  
20                                       Attorneys for Plaintiff  
21                                       TYKIAH TORRES

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1 employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements  
2 (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code  
3 Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section  
4 203); (9) failed to reimbursement business expenses (Labor Code section 2802); and claims  
5 under Industrial Welfare Commission Wage Orders 4-2001/5-2001. Plaintiff filed her initial  
6 lawsuit on March 28, 2023, in the Superior Court for the State of California, County of Los  
7 Angeles, Case No. 23STCV06790, with one cause of action for PAGA penalties based on the  
8 theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

9 Through informal discovery, Defendant produced records and represented that it  
10 employed approximately 411 employees falling within the parties' Aggrieved Employees  
11 definition for the period from January 22, 2022 (one year and 65 days before Plaintiff's PAGA  
12 complaint filing) through May 25, 2024 [total number of self-directed respite care employees  
13 employed in California during the PAGA period], and that there are paychecks issued for a total  
14 of approximately 22,754 pay periods worked for that same time period. *See* Messrelian Decl.,  
15 ¶6.

16 The Settlement Agreement covers PAGA Members, which are all self-directed respite  
17 care employees employed by Defendants in California on or after January 22, 2022 through  
18 September 30, 2024. *See* Messrelian Decl., ¶7.

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

23 The Parties attended a full-day mediation with experienced mediator Lisa Klerman on  
24 August 19, 2024, and settled the matter at mediation. Before agreeing to the terms of the  
25 Settlement Agreement, the Parties engaged in extensive informal discovery regarding  
26 Defendants' policies, practices, operations, time and payroll information and other topics. Prior  
27 to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff,  
28 and time records and payroll records for 41 aggrieved employees (10% sample) falling within

1 Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through  
2 extensive arm's length negotiations and only after extensive discovery and investigation were  
3 performed, the Parties agreed to settlement terms. *See* Messrelian Decl., ¶9.

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

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

### 19 **III. FAIRNESS OF THE SETTLEMENT**

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

23 Plaintiff alleges that the strongest claims based on the analyzed data were that Plaintiff  
24 and other PAGA Members were not provided meal breaks under the law. *See* Messrelian Decl.,  
25 ¶12.

26 Plaintiff contends that the civil penalty statutes applicable to the Action arise from  
27 violations of the California Labor Code, including, but not limited to, Labor Code §§ 512, 558,  
28 1197, 1197.1, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a

1 Labor Code violation may be awarded a sum of money for each pay period in which he or she  
2 was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of  
3 civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See Messrelian Decl.*,  
4 ¶13.

5 As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis  
6 revealed a shift violation rate of 97.9% for short, late, or no meal breaks for shifts over 5 hours  
7 long (which comprised 58.7% of the overall shifts in the sample). If you extrapolate the 97.9%  
8 shift violation rate, it amounts to 100% of pay periods having at least one meal period violation.  
9 As such, the maximum exposure for meal period violations in the PAGA period would be  
10 \$667,850, which is calculated as follows: 22,754 total pay periods x 58.7% pay periods over 5  
11 hours equals 13,357 pay periods at issue as far as meal period violations are concerned. 13,357  
12 pay periods x 100% pay period violation rate equals 13,357 affected pay periods; 13,357 pay  
13 periods x \$50/pay period (civil penalty) amounts to \$667,850 in exposure. *See Messrelian Decl.*,  
14 ¶14.

15 The latter exposure calculation does not take into account the fact that Defendant has a  
16 compelling argument that Plaintiff and other respite caregivers are considered Personal  
17 Attendants pursuant to California law. Personal Attendants are those caregivers who do not  
18 spend more than 20% of their total weekly hours on non-caregiving duties, such as house  
19 cleaning, laundry, cooking, making beds, etc. In this case, Plaintiff and other aggrieved  
20 employees signed a policy document in 2020 which explained that they are considered personal  
21 attendants and must adhere to the 80% caregiving/20% non-caregiving duties. Personal  
22 Attendants are governed by Wage Order 15, which exempts Personal Attendants from meal  
23 breaks and rest breaks and also has different overtime provisions (1.5 times the regular rate if  
24 working over 9 hours per day or 45 hours per week). In essence, in the likely event that  
25 Defendants could prevail at trial on the argument that Plaintiff and all other allegedly Aggrieved  
26 Employees were Personal Attendants, Plaintiff and others' meal and rest break claims would be  
27 zero. Defendants' anticipated defense is presents a massive risk that would likely eliminate  
28 Plaintiff's PAGA claims for alleged violations of meal break requirements. *See Messrelian*

Decl., ¶14.

As it relates to Plaintiff's other claims, there would be issues with proof. The sampling did not reveal any rounding as hours were paid to the second decimal point. There were no clock-in or clock-out entries for rest breaks as it is not required under California law. Furthermore, Plaintiff and others would run into the same argument that since Plaintiff and others are allegedly Aggrieved Employees were Personal Attendants, they are not entitled to rest breaks. There would be no regular rate issue, since the only bonus seen in the sample was something called a "mileage bonus", which was actually not a bonus, but a mileage reimbursement code. As it relates to any overtime issues, the data showed the average workday was 6.5 hours, which means that overtime pay was not a major consideration, especially since the overtime threshold for Personal Attendants is 9 hours per day. Moreover, Defendant provided overall strong written policies as it related to wage and hour practices. As it relates to Plaintiff's claim of business expense reimbursement, there was no evidence that Plaintiff and others used their cell phones for caregiving duties. Furthermore, and as mentioned above, Defendants did provide mileage reimbursement. Plaintiff's other 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) would not be triggered since they are derivative claims, and no rounding/overtime issues were identified. *See* Messrelian Decl., ¶15.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims would be \$667,850. 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 \$205,000, is a very strong result, especially in light of the risk factors as discussed above based on a Wage Order 15 classification. *See* Messrelian Decl., ¶16.

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

1 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded  
2 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of  
3 Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶17. PAGA states a  
4 court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code §  
5 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount  
6 specified by this part if, based on the facts and circumstances of the particular case, to do  
7 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.");  
8 *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135  
9 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties  
10 to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional  
11 conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("Carrington") illustrates this. In  
12 that case, the Court of Appeal affirmed a trial court's heavily discounted award of only \$5 per  
13 violation because it was within the Court's discretion to significantly reduce PAGA penalties  
14 even when there is a finding that a violation of the California Labor Code occurred. The plaintiff  
15 in Carrington had requested penalties in excess of \$70 million and was successful in proving the  
16 PAGA claim during a bench trial. However, the trial court reduced the total award after trial to  
17 only \$150,000 (30,000 violations x \$5) and stated that this reduction was warranted because  
18 imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on  
19 Starbucks's "good faith attempts" to comply with meal break obligations and because the Court  
20 found the violations were minimal. Applying the same formula here and assuming there was  
21 one violation during each pay period, the award of civil penalties could not exceed \$113,770 in  
22 PAGA penalties (22,754 violations x \$5). As such, this Settlement is a great result based solely  
23 on the risk the Court chooses to apply the Carrington formula. Defendant has also posed  
24 formidable defenses to the Labor Code claims underlying Plaintiff's allegations. Thus, the  
25 chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.  
26 *See* Messrelian Decl., ¶18.

27 The Parties further recognize that the issues presented in the Action are likely only to be  
28 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will

1 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the  
2 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*  
3 Messrelian Decl., ¶19.

4 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,  
5 her attorneys, and the State of California. *See* Messrelian Decl., ¶20.

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

#### 16 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

17 The Settlement Agreement covers all claims against the Released Parties (as defined in  
18 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA  
19 that were asserted or could reasonably have been asserted based on the facts alleged or that could  
20 have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with  
21 respect to PAGA Members from January 22, 2022 through September 30, 2024. *See* Messrelian  
22 Decl., **Exhibit 1**, paragraphs 1.27 and 5.2.

23 Defendant agrees to pay \$205,000.00 toward the Settlement (the "Gross Settlement  
24 Amount" or "GSA") which will be distributed as follows:

- 25 i. \$68,333.33 (33 1/3% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of  
26 Messrelian Law Inc.
- 27 ii. \$12,908.26 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian  
28 Law Inc.

1       iii.       \$5,400.00 in PAGA Settlement Administrator costs to the Settlement  
2       Administrators (Phoenix).

3       iv.       \$118,358.41 (the “Net Settlement Amount” or “NSA”) will be divided as follows:

4           a.       \$88,768.81 (75% of “NSA”) to the LWDA, which represents civil  
5           penalties payable to the LWDA under the Labor Code Private Attorneys  
6           General Act (“PAGA”), Labor Code section 2698, *et seq.*; and

7           b.       \$29,589.60 (25% of NSA) (the “PAGA Members Amount”) to the PAGA  
8           Members which represents civil penalties payable to the PAGA Members  
9           as civil penalties . *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.

10       Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount  
11       in proportion to the number of pay periods employed in hourly, non-exempt positions in  
12       California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1.

13       For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved  
14       Employee Settlement Award shall be considered to be a civil penalty and shall, if required by  
15       applicable state and/or federal law, be reported on a federal form 1099. *See* Messrelian Decl.,  
16       **Exhibit 1**, paragraph 3.2.3.2.

17       **V.    THE PROPOSED FEE AMOUNT FOR ATTORNEY’S FEES AND COST**  
18       **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**  
19       **AND SHOULD BE APPROVED**

20       Plaintiff’s counsel represents Plaintiff on a straight contingency basis. Plaintiff’s counsel’s  
21       request for \$68,333.33 in attorney fees and \$12,908.26 in litigation costs is fair and reasonable.  
22       “Empirical studies show that, regardless of whether the percentage method or the lodestar method  
23       is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*  
24       *Inc.* (2008) 162 Cal.App.4<sup>th</sup> 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*  
25       *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int’l Inc.* (Cal. Aug.  
26       11, 2016) 1 Cal.5<sup>th</sup> 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method  
27       for the calculation of attorneys’ fees). This is also consistent with Plaintiff’s Counsel’s experience  
28       in cases involving PAGA claims. This award is justified here because Plaintiff’s counsel achieved

1 a strong result for the PAGA Members and the State while bearing the substantial burdens of  
2 contingency representation. *See* Messrelian Decl., ¶¶24-25.

3 It is an accepted practice in wage and hour class action settlements to award attorneys'  
4 fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the  
5 Parties. California courts have long recognized that an appropriate method for awarding  
6 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*  
7 (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific  
8 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation  
9 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the  
10 fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4<sup>th</sup>, 230, 254; *Lealao v. Beneficial*  
11 *California, Inc.* (2000) 82 Cal.App.4<sup>th</sup> 19, 26-30.)

12 The litigation costs expended to aid in the representation of the PAGA Members  
13 include the following: lawsuit filing fee of \$454.22; PAGA initial filing fees of \$75.00; expert  
14 data analysis fee of \$1,200.00; mediation fee of \$11,000; and miscellaneous filing fees of \$29.04  
15 for a total of \$12,908.26. All of these costs are documented and reasonably incurred. *See*  
16 Messrelian Decl., ¶26.

## 17 **VI. NO ADMISSION OF LIABILITY OR WRONGDOING**

18 This Settlement represents a compromise and settlement of highly disputed claims. The  
19 Parties expressly recognize that the making of this agreement does not in any way constitute an  
20 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*  
21 Messrelian Decl., **Exhibit 1**, paragraph 10.1.

## 22 **VII. PAGA SETTLEMENT ADMINISTRATION**

23 The Parties agree to use Phoenix Settlement Administrators to handle the administration  
24 of this Settlement. *See* Messrelian Decl., **Exhibit 1** at paragraph 7.1.

25 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the  
26 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of  
27 Settlement Approval, approving and incorporating by reference the terms and conditions of the  
28 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

1 Pursuant to the Settlement Agreement, the following outlines the procedure for funding  
2 and distribution of the PAGA settlement funds in this matter:

3 Aggrieved Employee Data. Within thirty (30) days, JSI will simultaneously deliver the  
4 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To  
5 protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved  
6 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this  
7 Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to  
8 Administrator employees who need access to the Aggrieved Employee Data to effect and perform  
9 under this Agreement. JSI has continuing duty to immediately notify PAGA Counsel if it  
10 discovers that the Aggrieved Employee Data omitted employee identifying information and to  
11 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without  
12 any extension of the deadline by which JSI must send the Aggrieved Employee Data to the  
13 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to  
14 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee  
15 Data.

16  
17 Funding of Gross Settlement Amount. JSI shall fully fund the Gross Settlement Amount  
18 by transmitting the funds to the Administrator no later than thirty (30) days after the Effective  
19 Date.

20 Payments from the Gross Settlement Amount. Within fourteen (14) days after JSI funds  
21 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
22 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA  
23 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment  
24 shall not precede disbursement of Individual PAGA Payments.

25 The Administrator will issue checks for the Individual PAGA Payments and send  
26 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The  
27 face of each check shall prominently state the date (not less than 180 days after the date of  
28 mailing) when the check will be voided. The Administrator will cancel all checks not cashed by

1 the void date. Before mailing any checks, the Settlement Administrator must update the  
2 recipients' mailing addresses using the National Change of Address Database.

3 The Administrator must conduct an Aggrieved Employee Address Search for all  
4 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.  
5 Within fourteen (14) days of receiving a returned check the Administrator must re-mail checks  
6 to the USPS forwarding address provided or to an address ascertained through the Aggrieved  
7 Employee Address Search. The Administrator need not take further steps to deliver checks to  
8 Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator  
9 shall promptly send a replacement check to any Aggrieved Employee whose original check was  
10 lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

15 The payment of Individual PAGA Payments shall not obligate JSI to confer any  
16 additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)  
17 contributions or bonuses) beyond those specified in this Agreement.

18 Employer Identification Number. The Administrator shall have and use its own  
19 Employer Identification Number for purposes of calculating payroll tax withholdings and  
20 providing reports state and federal tax authorities.

21 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
22 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section  
23 468B-1.

24 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
25 performed or observed by the Administrator contained in the PAGA Settlement Agreement or  
26 otherwise.

27 See Messrelan Decl., **Exhibit 1**, paragraph 4.2 – 4.4; 7.1-7.4 .  
28

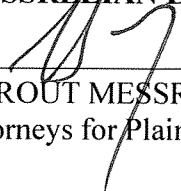
1 **VIII. CONCLUSION**

2 Plaintiff respectfully requests that the Court grant this Motion.

3  
4 Respectfully Submitted,

5 **MESSRELIAN LAW INC.**

6 DATED: March 18, 2025

7 By \_\_\_\_\_  
8 HAROUT MESSRELIAN, ESQ.  
9 Attorneys for Plaintiff  
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**PROOF OF SERVICE BY E-MAIL**

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF LOS ANGELES        )

I, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 500 N. Central Ave., Suite 840, Glendale, California 91203.

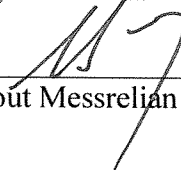
On March 18, 2025, I served the foregoing **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE SECTIONS 2698 *ET SEQ.* ; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE SECTIONS 2698 *ET SEQ.*; [PROPOSED] ORDER AND JUDGMENT GRANTING UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE SECTIONS 2698 *ET SEQ.*** thereon fully prepaid, in the United States mail at Glendale, California, and/or by following one of the methods of service as follows:

LITTLER MENDELSON PC  
Shiva Shirazi Davoudian  
[SDavoudian@littler.com](mailto:SDavoudian@littler.com)  
*Attorneys for Defendants*

**(X) BY EMAIL OR ELECTRONIC TRANSMISSION:** Pursuant to CCP 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on March 18, 2025, at Glendale, California.

  
\_\_\_\_\_  
Harout Messrelian



## Make a Reservation

TYKIAH TORRES vs JSI ACQUISITION, INC., et al.

Case Number: 23STCV06790 Case Type: Civil Unlimited Category: Other Employment Complaint Case  
Date Filed: 2023-03-28 Location: Stanley Mosk Courthouse - Department 20

### Reservation

Case Name:  
TYKIAH TORRES vs JSI ACQUISITION, INC., et al.

Case Number:  
23STCV06790

Type:  
Motion for Order (Approving PAGA Settlement)

Status:  
RESERVED

Filing Party:  
Tykiah Torres (Plaintiff)

Location:  
Stanley Mosk Courthouse - Department 20

Date/Time:  
04/17/2025 8:30 AM

Number of Motions:  
1

Reservation ID:  
549685860664

Confirmation Code:  
CR-7ONX9YJJNTEA5ZS77

### Fees

| Description                       | Fee  | Qty | Amount |
|-----------------------------------|------|-----|--------|
| Motion for Order (name extension) | 0.00 | 1   | 0.00   |
| TOTAL                             |      |     | \$0.00 |

### Payment

Amount:  
\$0.00

Type:  
NOFEE

Account Number:  
n/a

Authorization:  
n/a

Payment Date:  
n/a

 [Print Receipt](#)

 [Reserve Another Hearing](#)

 [View My Reservations](#)