

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (SB# 272020)

hm@messrelianlaw.com

101 N. Brand Blvd. Suite 1450

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff Kathleen McAuliffe

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)

Kiley L. Grombacher, Esq. (SBN 245960)

Lirit A. King, Esq. (SBN 252521)

Emilie MacLean, Esq. (SBN 349539)

31365 Oak Crest Drive Suite 240

Westlake Village, California 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

E-Mail: mbradley@bradleygrombacher.com

kgrombacher@bradleygrombacher.com

lking@bradleygrombacher.com

emaclean@bradleygrombacher.com

Attorneys for Plaintiff Jared Morgan Chandler

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KATHLEEN MCAULIFFE; JARED
MORGAN CHANDLER;

Plaintiff,

vs.

ALO, LLC; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 23STCV11684

[Submitted with Declaration of Harout Messrelian
and Marcus J. Bradley and Plaintiff's Unopposed
Motion for Approval of PAGA Settlement]

**[PROPOSED] ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

[Assigned for all purposes to:
Honorable Randolph M. Hamock]

Res ID:

414554305497

Date: 5-7-2026

Time: 8:30am

Dept: 49

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[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiffs Kathleen McAuliffe and Jared Morgan Chandler ("Plaintiffs") for Approval of Settlement under PAGA came before this Court on May 7, 2026.

Plaintiffs' Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiffs' Operative First Amended Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated January 10, 2023, May 24, 2023, and October 20, 2025 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendant from January 10, 2022 through October 4, 2024.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;
3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of California, by operation of this Order hereby releases and forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiffs' Operative First

1 Amended Complaint, including any and all known and unknown claims for civil penalties under the
2 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
4 State of California and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees, on behalf of the State of California, as to the PAGA Released Claims and Released Parties.
6 Furthermore, no individualized notice of entry of this Approval Order is required to be provided to the
7 PAGA employees.

8 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
9 Defendant is directed to make all payments required by the Settlement Agreement;

10 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
11 Four Hundred Ten Thousand Dollars and Zero Cents (\$410,000.00) (the "Gross Settlement Amount").
12 The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
13 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
14 Settlement Amount will revert to Defendant. Plaintiffs' Counsel requests an award of attorney's fees of
15 One Hundred Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$136,666.66);
16 costs of Fifteen Thousand Six Hundred Fifty Dollars and Six Cents (\$15,650.06). The settlement
17 administrator, Apex Class Action Administrators requests administration costs of Ten Thousand
18 Dollars and Zero Cents (\$10,000.00). Defendant does not oppose these requests. The Court finds the
19 Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
20 directs the Settlement Administrator to make the above payments to payments from the Gross
21 Settlement Amount as follows:

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24 a. \$136,666.66 in attorney's fees to Messrelian Law Inc. and Bradley/Grombacher
25 LLP
26 b. \$15,650.06 in costs to Messrelian Law Inc. and Bradley/Grombacher LLP
27 c. \$10,000.00 in administration costs to Apex Class Action Administrators;
28 d. After deducting the foregoing payments, the estimated remainder of approximately
\$247,683.28 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
2699(i), the NSA will then be distributed 75 percent (\$185,762.46) to the LWDA, and the

1 remaining 25 percent (\$61,920.82) to the Aggrieved Employees on a pro rata basis, as set forth
2 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
3 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
4 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
5 duties as set forth in the Settlement Agreement; and

6
7 7. The Court reserves exclusive and continuing jurisdiction over the Action and the
8 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
9 enforcement, construction, administration, and interpretation of the Settlement Agreement.

10 **IT IS SO ORDERED.**

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13 HON. RANDOLPH M. HAMMOCK
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