HAROUT MESSRELIAN (SBN: 272020)
MESSRELIAN LAW INC.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
E-mail: hm@messrelianlaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NADINE OLAGUE,

Plaintiff,

vs.

MARTIN MOTORS OF EL MONTE, INC.; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 23STCV15913

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

Action filed: 7/10/23

Date: 10/16/25
Time: 9:00am
Dept: 16

Reservation ID:
135432928584

Department: 16, Hon. Steve Cochran

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement;
2. Plaintiff's Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Nadine Olague ("Plaintiff") for Approval of Settlement under PAGA came before this Court on October 16, 2025 at 9am.

Plaintiff's 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 Plaintiff's Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated February 6, 2023 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants from May 6, 2022 through October 9, 2024, inclusive.

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 Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment 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 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.,* that arise.

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

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

6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of Two Hundred Forty Thousand Dollars and Zero Cents ($240,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Eighty Thousand Dollars and Zero Cents ($80,000.00); costs of Ten Thousand Four-Hundred Eight Dollars and Sixty-Seven Cents ($10,408.67). The settlement administrator, ILYM GROUP requests administration costs of Three Thousand Six-Hundred Fifty Dollars and Zero Cents ($3,650.00). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

a. $80,000.00 in attorney's fees to Messrelian Law Inc.;
b. $10,408.67 in costs to Messrelian Law Inc.;
c. $3,650.00 in administration costs to ILYM Group;
d. After deducting the foregoing payments, the estimated remainder of approximately $145,941.33 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent ($109,455.99) to the LWDA, and the remaining 25 percent ($36,485.34) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice

of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED.

HON. STEVE COCHRAN