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

10 **FOR THE COUNTY OF LOS ANGELES**

11 **(UNLIMITED JURISDICTION)**

12 CATHERINE AVILA,

13 Plaintiff,

14 vs.

15 B&W AUTOMOTIVE, INC.; DOUGLAS
16 BRAVO; and DOES 1 to 25, inclusive,

17 Defendants.
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Case No.: 23STCV14844

**JOINT STIPULATION FOR APPROVAL
OF PAGA SETTLEMENT AND
RELEASE**

[Filed Concurrently with the Declaration of
Harout Messrelian; [PROPOSED] Order]

Department 39, Hon. Tony L. Richardson

20 **INTRODUCTION/FAIRNESS OF SETTLEMENT**

21 1. Plaintiff, CATHERINE AVILA ("Plaintiff"), and Defendants, B&W AUTOMOTIVE,
22 INC.; DOUGLAS BRAVO; and DOES 1 to 25, inclusive (collectively "B&W" or "Defendant(s)")
23 have reached a proposed PAGA settlement to settle the above-captioned action (the "Action")
24 between Plaintiff and all alleged aggrieved employees for all PAGA penalties alleged in the
25 Action against Defendants. Plaintiff and Defendants are collectively referred to as "Parties."
26 The Parties have memorialized the terms of this proposed PAGA settlement in a PAGA
27 Settlement Agreement (the "Settlement Agreement"). By and through this Joint Stipulation for
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**JOINT STIPULATION FOR APPROVAL
OF PAGA SETTLEMENT AND RELEASE**

1 Approval of PAGA Settlement and Release ("Joint Stipulation"), and pursuant to California
2 Labor Code § 2699(l), along with the Declaration of Harout Messrelian (being concurrently
3 filed), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement
4 Agreement. Plaintiff and Defendants are collectively referred to as the "Parties" and any one of
5 them individually may be referred to as a "Party." The terms in this stipulation are intended to
6 be consistent with the express terms in the Settlement Agreement; the terms in the Settlement
7 Agreement control.

9 2. Defendants adamantly deny any liability or wrongdoing of any kind whatsoever
10 associated with the Action, and further deny that, for any purpose other than settling the Action,
11 the Action is appropriate for representative treatment. It is the desire of the Parties to fully,
12 finally, and forever compromise, and discharge all claims known or unknown related to those
13 alleged in the Action.

15 3. The Parties conducted investigation of the facts and law both before and after
16 the lawsuit was filed. *See* Declaration of Harout Messrelian, ¶¶9,10. Counsel for the Parties
17 have further investigated the applicable law as applied to the facts discovered regarding
18 Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. *See*
19 Declaration of Harout Messrelian, ¶¶9,10. Based on their own independent investigations and
20 evaluations, the Parties and their respective counsel are of the opinion that the Settlement for
21 the consideration and on the terms set forth in this Stipulation are fair, reasonable and adequate
22 and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendants in light of
23 all known facts and circumstances and the risks inherent in litigation, especially in this post-
24 pandemic era when most businesses are struggling to remain afloat, much less prosper and make
25 a large profit. *See* Declaration of Harout Messrelian, ¶¶9-23.

1 **TERMS AND PROCEDURES OF THE SETTLEMENT**

2 4. The Settlement covers any and all civil penalties claims arising from Plaintiff's
3 allegations in her Complaint as provided in the Settlement Agreement.

4 5. "Aggrieved Employees" means and includes all persons employed by B&W as a
5 non-exempt employee at any time during the period from April 6, 2022 through June 24, 2025.
6 Aggrieved Employees are not eligible to opt out of the Settlement Agreement.
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8 6. Defendants agrees to pay \$70,000.00 toward the Settlement (the "Gross
9 Settlement Amount" or "GSA") which will be distributed by Defendants as follows:

- 10 a. \$23,333.33 (33 1/3% of the GSA) in attorneys' fees to Messrelian Law Inc.;
- 11 b. \$9,910.36 in attorney litigation costs to Messrelian Law Inc.
- 12 c. \$3,350.00 in PAGA Settlement Administrator costs to Apex;
- 13 d. \$33,406.31 (the "Net Settlement Amount" or "NSA") will be divided as
14 follows:
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- 16 i. \$25,054.73 (75% of "NSA") to the LWDA, which represents civil
17 penalties payable to the LWDA under the Labor Code Private Attorneys
18 General Act ("PAGA"), Labor Code section 2698, *et seq.*; and
- 19 ii. \$8,351.58 (25% of NSA) (the "Covered Employees Settlement Proceeds")
20 to the Covered Employees, which represents civil penalties payable to the
21 Covered Employees as compensation for civil penalties that are allegedly
22 owed on the Representative PAGA Claim for the period from April 6,
23 2022 through June 24, 2025.

24 *See Declaration of Harout Messrelian, ¶23.*

25 7. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
26 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$8,351.58) by the total
27 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
28 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

1 No payroll taxes will be withheld or deducted from each Aggrieved Employee's Individual
2 PAGA Payment, and the Settlement Administrator will issue to Aggrieved Employees an IRS
3 Form 1099 for each payment. *See* Settlement Agreement, ¶3.2.3.1.

4 **PAGA SETTLEMENT ADMINISTRATION**

5 8. The Parties agree to use Apex Class Action Administration to handle the
6 administration of this Settlement. *See* Settlement Agreement, ¶¶1.2, 7.1.

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

20 10. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
21 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
22 Effective Date.

23 11. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
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1 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
2 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
3 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
4 shall not precede disbursement of Individual PAGA Payments.

5 12. The Administrator will issue checks for the Individual PAGA Payments and send
6 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
7 check shall prominently state the date (not less than 180 days after the date of mailing) when the
8 check will be voided. The Administrator will cancel all checks not cashed by the void date.
9 Before mailing any checks, the Settlement Administrator must update the recipients' mailing
10 addresses using the National Change of Address Database.
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12 13. The Administrator must conduct an Aggrieved Employee Address Search for all
13 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
14 Within 15 days of receiving a returned check, the Administrator must re-mail checks to the USPS
15 forwarding address provided or to an address ascertained through the Aggrieved Employee
16 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
17 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
18 promptly send a replacement check to any Aggrieved Employee whose original check was lost
19 or misplaced, requested by the Aggrieved Employee prior to the void date.
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21 14. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed
22 and cancelled after the void date, the Administrator shall transmit the funds represented by such
23 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
24 Employee.
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26 15. The payment of Individual PAGA Payments shall not obligate Defendants to confer
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1 any additional benefits or make any additional payments to the Aggrieved Employees (such as
2 401(k) contributions or bonuses) beyond those specified in this Agreement.

3 See Settlement Agreement, ¶¶4.1 through 4.4.

4 **RELEASED CLAIMS**

5 16. Release by Aggrieved Employees: All Aggrieved Employees are deemed to fully
6 and finally release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
10 Notice, and ascertained in the course of the Action, including and all claims for PAGA penalties
11 involving any alleged unpaid wages, including but not limited to failure to pay minimum wages,
12 straight time compensation, overtime, and double time compensation; failure to timely pay
13 regular and final wages, including but not limited to commissions; failure to pay the proper rate
14 of pay for overtime, meal and rest period premiums, vacation pay and sick pay; failure to provide
15 meal and rest periods or provide premium pay; failure to provide itemized wage statements,
16 failure to keep accurate records of wages paid and hours worked; failure to reimburse business
17 expenses ; failure to provide and maintain hand tools and equipment; and attorneys' fees and
18 costs.

19 17. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
20 former attorneys, employees, agents, successors and assigns the Released Parties from all claims
21 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts
22 stated in the Operative Complaint and the PAGA Notice.
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1 **CONCLUSION**

2 18. The Parties respectfully request the Court grant this Stipulation and enter the
3 mutually agreed-upon [Proposed] Order which is filed concurrently herewith.
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5 Respectfully Submitted,
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8 Dated: October 15, 2025

MESSRELIAN LAW INC.

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11 By /s/ Harout Messrelian
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff,
14 CATHERINE AVILA

15
16 Dated: October 15, 2025

PETIT KOHN INGRASSIA LUTZ & DOLIN

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18 By /s/ Steven J. Dawson
19 Steven J. Dawson
20 Attorneys for Defendants, B&W
21 AUTOMOTIVE, INC.; DOUGLAS
22 BRAVO
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8 Attorneys for Plaintiff

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 CATHERINE AVILA,

13 PLAINTIFF,

14 vs.

15 B&W AUTOMOTIVE, INC.; DOUGLAS
16 BRAVO; and DOES 1 to 25, inclusive,

17 DEFENDANTS

Case No.: 23STCV14844

**[PROPOSED] ORDER ON STIPULATION
FOR APPROVAL OF PAGA SETTLEMENT**

Action filed: 6/26/23

Dept. 39, Hon.
Tony L.
Richardson

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Stipulation for Approval of PAGA Settlement;

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[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Stipulation for Approval of Settlement under PAGA was read and considered by this Court.

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 letter to the Labor Workforce and Development Agency "LWDA") dated April 6, 2023 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants from April 6, 2022 through June 24, 2025, 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 Defendants 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.

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

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

8 6. Under the Settlement Agreement, Defendant Golden Road agrees to pay an all-in gross
9 amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) (the "Gross Settlement Amount").
10 The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
11 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
12 Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees
13 of Twenty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
14 (\$23,333.33); costs of Nine Thousand Nine-Hundred Ten Dollars and Thirty-Six Cents (\$9,910.36).
15 The settlement administrator, Apex Class Action Administration requests administration costs of
16 Three Thousand Three Hundred Fifty Dollars and Zero Cents (\$3,350.00). Defendants do not oppose
17 these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and
18 approves each of these payments, and directs the Settlement Administrator to make the above
19 payments to payments from the Gross Settlement Amount as follows:
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- 22 a. \$23,333.33 in attorney's fees to Messrelian Law Inc.;
 - 23 b. \$9,910.36 in costs to Messrelian Law Inc.;
 - 24 c. \$3,350.00 in administration costs to Apex Class Action Administration
 - 25 d. After deducting the foregoing payments, the estimated remainder of approximately
26 \$33,406.31 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
27 2699(i), the NSA will then be distributed 75 percent (\$25,054.73) to the LWDA, and the
28 remaining 25 percent (\$8,351.58) 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

1 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
2 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
3 duties as set forth in the Settlement Agreement; and

4 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and
5 all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
6 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
7 enforcement, construction, administration, and interpretation of the Settlement Agreement.
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9 **IT IS SO ORDERED.**
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HON. TONY L. RICHARDSON
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