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Attorneys for Plaintiff Elizabeth Igyarto
Individually and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE

ELIZABETH IGYARTO, individually and
on behalf of all other Aggrieved Employees;

Plaintiff,

vs.

DENIM LAB LLC, a California Limited
Liability Company, and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23SMCV04541

*[Assigned for all purposes to the Honorable
Jay Ford III, Dept. O]*

**STIPULATION AND ~~[PROPOSED]~~ ORDER
GRANTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT
AND ENTERING JUDGMENT THEREON**

*[FILED CONCURRENTLY WITH DECLARATION OF
HAIG B. KAZANDJIAN IN SUPPORT THEREOF]*

Complaint Filed: September 26, 2023
Trial Date: None currently set

WHEREAS, “Action” refers to the civil action filed by Plaintiff Elizabeth Igyarto (“Plaintiff”), initially filed on September 26, 2023, entitled Elizabeth Igyarto vs. Denim Lab LLC (“Defendant”) in the Superior Court of the State of California for the County of Los Angeles, Case No. 23SMCV04541.

FILED
Superior Court of California
County of Los Angeles
10/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Brar Deputy

1 WHEREAS, the Action is a representative action under the Private Attorneys General
2 Act (the “PAGA”);

3 WHEREAS, Plaintiff and Defendant (collectively “the Parties”) recognize that, in
4 accordance with Labor Code Section 2699(l), court approval is required in the event of a
5 settlement of a PAGA action on a representative basis;

6 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties
7 are not obligated to follow the class action procedural rules in PAGA cases and therefore need
8 not obtain approval of a settlement through a motion for preliminary or final approval. See also
9 *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action
10 without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,
11 1123 (9th Cir. 2014) (“[A] PAGA suit is fundamentally different than a class action” in that
12 “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
13 opt out of a PAGA action.”); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does
14 not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not
15 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
16 or counsel to scrutiny with respect to the ability to represent a large class.”);

17 WHEREAS, the Parties seek to obtain the Court’s approval of the PAGA Settlement and
18 Release Agreement (“PAGA Settlement Agreement”) and resolve this matter in the most
19 efficient manner possible;

20 WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall
21 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
22 part of Defendant or any of the Releasees to the Agreement. Indeed, Defendant denies and
23 disputes each and every allegation of wrongdoing, including the allegations described herein;

24 WHEREAS, on June 30, 2023, Plaintiff sent the LWDA and Defendant notice of her
25 intent to pursue a representative action against Defendant pursuant to the Private Attorneys
26 General Act of 2004 (“PAGA”), as codified in California Labor Code § 2698 et seq., on behalf
27 of the State of California as well as on behalf of a group of aggrieved employees.

28 WHEREAS, after a minimum of 65 days passed without a response from the LWDA

1 regarding the PAGA Notice, on September 26, 2023, Plaintiff commenced a representative
2 action under the PAGA for alleged Labor Code violations (as further explained herein)
3 individually and on behalf of other allegedly aggrieved employees.

4 WHEREAS, Plaintiff's Complaint (the "Complaint") alleged the following claims for
5 PAGA penalties: failure to provide employment records in violation of Labor Code sections
6 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code
7 sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in
8 violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay
9 minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the
10 applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage
11 statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage
12 Orders; failure to pay reporting time wages in violation of California Code of Regulations, Title
13 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of
14 Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code
15 section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor
16 Code sections 201, 202, and 203; failure to reimburse necessary, business-related expenses in
17 violation of Labor Code sections 2800 and 2802; failure to provide notice of paid sick time and
18 accrual in violation of Labor Code section 246; employers, and individuals acting on behalf of
19 employers, violating or causing to be violated a section of the Labor Code or any Wage Order in
20 violation of Labor Code section 558(a).

21 The Complaint is the operative complaint in the Action (the "Operative Complaint.").
22 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
23 the laws identified in in the Operative Complaint and deny any and all liability for the causes of
24 action alleged.

25 WHEREAS, the Parties engaged in informal discovery and began to engage in informal
26 arm's length settlement discussions. Through the exchange of information and attendant
27 discussions between the Parties, Plaintiff learned that the number of Aggrieved Employees,
28 which is defined as a person employed by Defendant in California and classified as non-exempt
hourly employees who worked for Defendant during the PAGA Period., i.e., from June 30, 2022

1 through the date the Court approves this Settlement Agreement (the “PAGA Period”), was
2 approximately 69, and the Parties agreed to participate in mediation. The Parties engaged in
3 informal discovery for mediation purposes, and Plaintiff, by and through her counsel of record,
4 reviewed time and wage records and relevant policies that applied to Defendant’s employees.

5 WHEREAS, Defendant denies that it has engaged in any unlawful activity, or that it has
6 failed to comply with the law in any material respect, or that it has any liability to anyone under
7 the claims asserted in the Action;

8 WHEREAS, the Parties engaged in a full day of mediation on March 25, 2025, with a
9 respected wage and hour mediator, Mark Lemke. After lengthy negotiations during which
10 Plaintiff, represented by her counsel, and Defendant, represented by its counsel, recognized the
11 risks and burdens of continuing with the litigation, the Parties agreed to settle the Action on the
12 terms set out in the Settlement Agreement attached as Exhibit 1 to the concurrently filed
13 Declaration of Haig B. Kazandjian.

14 WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive
15 investigation including participating in extensive informal discovery, the information exchanged
16 included, but was not limited to, information and documents, including, inter alia: (1) a
17 representative sampling of time and wage records for the Aggrieved Employees; (2) PAGA (and
18 wage statement penalty) group data points, including, for both current and formerly-employed
19 Aggrieved Employees between the start of the PAGA Period on June 30, 2022, and the date of
20 mediation March 25, 2025, total numbers of Defendant’s Aggrieved Employees and approximate
21 total numbers of pay periods, and wage statements issued. At mediation, the parties reached an
22 agreement to settle in light of all known facts and circumstances-including Plaintiff’s and
23 Plaintiff’s Counsel’s recognition of the expense and length of continued proceedings necessary
24 to litigate the case through trial and through any possible appeals. Plaintiff also considered the
25 uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in
26 such litigation.

27 WHEREAS, Plaintiff and Plaintiff’s Counsel also considered the burdens of proof
28 necessary to establish liability of the claims asserted in the case, both generally and in response

1 to Defendant's defenses, including but not limited to manageability issues due to the different
2 job titles and duties of aggrieved employees, and the difficulties in establishing penalties, and
3 other relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining
4 the cooperation of PAGA Members who are current employees, given their likely reluctance to
5 aid in the prosecution of a lawsuit against their employer. Plaintiff also considered the existence
6 of the arbitration agreement. Based on the foregoing, Plaintiff and Plaintiff's Counsel determined
7 that the Settlement set forth in the Agreement is fair, adequate, and reasonable and is in the best
8 interests of the State of California and of the PAGA Members.

9 WHEREAS, Plaintiff now seeks approval of the PAGA Settlement Agreement, which
10 involves 69 aggrieved employees during the PAGA representative period, which initiated on
11 June 30, 2022, and extends through the date the Court approves this Settlement Agreement.

12 WHEREAS, the Parties have documented the settlement of the Action in the PAGA
13 Settlement Agreement, which is attached to the Declaration of Haig B. Kazandjian ("Kazandjian
14 Decl."), filed herewith, as **Exhibit 1**.

15 WHEREAS, upon the entry of the final judgment in this case, effective on the date when
16 Defendant fully fund the entire gross settlement amount, All Aggrieved Employees are deemed
17 to release, on behalf of themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all
19 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
20 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including but
21 not limited to the alleged: (i) failure to provide employment records in violation of Labor Code
22 sections 226, 432, and 1198.5; (ii) failure to pay overtime and double time in violation of Labor
23 Code sections 510 and the applicable Wage Orders; (iii) failure to provide rest and meal periods
24 in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; (iv) failure to
25 pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the
26 applicable Wage Orders; (v) failure to keep accurate payroll records and provide itemized wage
27 statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage
28 Orders; (vi) failure to pay reporting time wages in violation of California Code of Regulations,

1 Title 8, section 11050(5)(A); (vii) failure to pay split shift wages in violation of California Code
2 of Regulations 11050(4)(C); (viii) failure to pay all wages earned on time in violation of Labor
3 Code section 204; (ix) failure to pay all wages earned upon discharge or resignation in violation
4 of Labor Code sections 201, 202, and 203; (x) failure to reimburse necessary, business-related
5 expenses in violation of Labor Code sections 2800 and 2802; (xi) failure to provide notice of
6 paid sick time and accrual in violation of Labor Code section 246; and (xii) employers, and
7 individuals acting on behalf of employers, violating or causing to be violated a section of the
8 Labor Code or any Wage Order in violation of Labor Code section 558(a) during the PAGA
9 Period of June 30, 2022 through the date of approval of the Settlement Agreement.

10 WHEREAS, counsel for all Parties conducted a thorough investigation of both the factual
11 and legal issues affecting the strengths and weaknesses of Plaintiff's claims and potential
12 recovery. Defendant produced information about, among other things, the number of Aggrieved
13 Employees (69), the number of pay periods at issue (1,761), time and pay records and relevant
14 policies. The Parties also had substantial discussions regarding the core factual and legal issues
15 of the case. This allowed the Parties to reach a reasoned and informed resolution of this matter.

16 WHEREAS, based on an independent investigation and evaluation, Plaintiff and her
17 counsel are of the opinion that the settlement for the consideration and on the terms set forth in
18 the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best
19 interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all
20 known facts and circumstances and the risks inherent in litigation, including the potential
21 appellate issues. Plaintiff's Counsel believes that the settlement amount entered into is in the best
22 interests of the State of California, and that the settlement for each Aggrieved Employee is fair,
23 reasonable and adequate, given the inherent risk of litigation.

24 WHEREAS, Plaintiff and her counsel recognize the risks inherent in PAGA actions,
25 including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore*
26 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision
27 (e)(2) a trial court may exercise its discretion to award lesser penalties based on the enumerated
28 considerations.") (emphasis in original) (internal quotation marks and citations omitted).

Specifically, the trial court may reduce the civil penalty if declining to do so “would result in an award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of [the] case.” *Id.* Courts routinely exercise this discretion in the rare PAGA cases that proceed to trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of \$500,000.00 instead of maximum recovery of \$2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of \$500,000.00 instead of maximum recovery of \$1.8 million).

WHEREAS, Plaintiff provided notice of the proposed settlement to the LWDA as required by PAGA. See **Exhibit 5** to the Kazandjian Decl. which contains a true and correct copy of the confirmation that Plaintiff submitted the proposed PAGA Settlement Agreement to the LWDA.

WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and agreed upon a Proposed Order and Final Judgment pursuant to this Stipulation.

IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS FOLLOWS:

The Parties stipulate and jointly propose that the Court approve the fully executed PAGA Settlement Agreement, which includes the following key terms:

A. As consideration for the settlement described herein and the release contained in the PAGA Settlement Agreement, Defendant agrees to make a payment of \$95,000.00 (the "Gross Settlement Amount") based on 1,761 Pay Periods. The PAGA Gross Settlement Amount shall include all individual settlement payments to Aggrieved Employees, payment to the LWDA, attorneys' fees and costs awarded to Plaintiff's Counsel, Plaintiff Elizabeth Igyarto's general release and incentive award, and Administration Costs. No portion of the PAGA Gross Settlement Amount will revert to Defendant.

B. The Gross Settlement Amount will be allocated as follows: (a) Plaintiff's Counsel's attorneys' fees up to the requested amount of 40% of the Gross Settlement Amount of \$95,000.00 which amounts to \$38,000.00; (b) Plaintiff's Counsel's request for reimbursement of

1 litigation costs in the amount actually incurred of \$9,854.88 (up to \$12,000.00 allocated in the
2 agreement); (c) Plaintiff's General Release and Incentive Award in the amount of \$10,000.00;
3 (d) PAGA Settlement Administration costs of actual costs of \$2,500.00 to be paid to the
4 Settlement Administrator; and (e) the remainder of the Gross Settlement Amount after deducting
5 the items (a) through (d) herein shall be designated as the PAGA Penalty Fund, which is
6 estimated to be \$34,645.12 and will be allocated between the LWDA and the Aggrieved
7 Employees pursuant to Labor Code section 2699(i) with seventy-five percent (75%) paid to the
8 LWDA (\$25,983.84) and twenty-five percent (25%) paid to the Aggrieved Employees (PAGA
9 Members) (\$8,661.28) on a pro-rata basis, which is further explained below. Each Aggrieved
10 Employees pro-rata share of the PAGA Penalty Fund represents their Individual Settlement
11 Payment.

12 C. Individual Settlement Calculation. Plaintiff and the Aggrieved Employees shall
13 receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalty Fund allocated to
14 Aggrieved Employees (estimated to be \$8,661.28). Plaintiff and each Aggrieved Employee's
15 Individual Settlement Payment shall be determined by multiplying this 25 percent of the PAGA
16 Penalty Fund allocated to Aggrieved Employees by the ratio of (a) the number of Eligible Pay
17 Periods worked by that employee to (b) the total number of Eligible Pay Periods worked by all
18 Aggrieved Employees (including Plaintiff). All Individual Settlement Payments made to
19 Aggrieved Employees will be reported on an IRS Form 1099.

20 D. "Effective Date" means the date by when both of the following have occurred: (a)
21 the Court enters its Order Approving the PAGA Settlement and (b) the Judgment is final. The
22 Judgment is final on the date the Court enters Judgment.

23 E. Subject to the Court approval of this Settlement, the payment of the Settlement
24 amounts shall be disbursed as follows:

- 25 • Within thirty (30) days of the Effective Date, Defendant will deliver the Aggrieved
26 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet from
27 each Defendant.
28

- Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- Within five (5) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment to the LWDA, and mail the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and any general release and incentive award for Plaintiff. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- The Administrator must conduct an address search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the prior address search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
- For any Aggrieved Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the

1 PAGA Settlement Agreement shall control.
2
3

4 Dated: September 8, 2025

HAIG B. KAZANDJIAN LAWYERS, APC

/s/ Kevin Grigorian

5 By: _____

6 Haig Kazandjian, Esq.

Cathy Gonzalez, Esq.

7 Kevin Grigorian, Esq.

Attorneys for Plaintiff Elizabeth Igyarto and

8 *all other Aggrieved Employees*

9
10 Dated: September 8, 2025

O'HAGAN MEYER

/s/ Kenny T. Tran

11 By: _____

12 Thalia S. Rofos, Esq.

Kenny T. Tran, Esq.

13 *Attorneys for Defendant Denim Lab, LLC.*
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1 **~~[PROPOSED]~~ ORDER AND JUDGMENT**

2 The Court, having reviewed the Parties' Settlement Agreement and Release (the
3 "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the concurrently-filed
4 Kazandjian Declaration, together with the Stipulation of the Parties and the Declaration of Haig
5 B. Kazandjian and exhibits attached thereto, hereby ORDERS AND ADJUDGES:

6 1. The Court finds the Settlement was entered into in good faith, that the settlement
7 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
8 requirements for approval of PAGA representative actions under California law.

9 2. The Court approves the penalties to be paid to the PAGA Claims Members and
10 the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The
11 Court further approves all payments to be made to Plaintiff's counsel, Plaintiff, and the
12 Settlement Administrator, based on the terms of the Settlement.

13 3. Upon entry of this Order and Judgment, the Parties and the Settlement
14 Administrator shall effectuate all terms of the Settlement based on the provisions and timelines
15 set forth in the Settlement Agreement.

16 4. Judgment is hereby entered in accordance with the Settlement Agreement and this
17 Court shall retain continuing jurisdiction over the construction, interpretation, implementation,
18 and enforcement of the Settlement, in accordance with its terms, and over the administration and
19 distribution of the settlement proceeds pursuant to California Code of Civil Procedure section
20 664.6 and other applicable law.

21
22 **IT IS SO ORDERED.**



23 *H. Jay Ford*
24 H. Jay Ford / Judge

25 Dated: 10/13/2025

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28
Honorably Jay Ford

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On September 8, 2025, I served the foregoing document(s) described as: STIPULATION AND [PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SERVICE LIST

Attorneys for Defendant:

Lisa Kupfer, Esq.

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John D. Wu, Esq.

jwu@ohaganmeyer.com

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Newport Beach, California 92660

[X] **BY ELECTRONIC MAIL:** Based on a court order or agreement by the parties, I transmitted the foregoing document(s) by electronic mail from **ryan@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2025, at Glendale, California.

/s/ Ryan Shahbazian

Ryan Shahbazian