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

10 **FOR THE COUNTY OF LOS ANGELES**

11 KENNETH TERRY,

Case No.: 23STCV24179

12 Plaintiff,

**PLAINTIFF'S NOTICE OF UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES THEREOF**

13 vs.

Action filed: 10/4/2023

Date: 2/18/25

Time: 8:30am

Dept: 76

14 WESTFIELD, LLC and DOES 1 to 25,
15 inclusive,

Reservation ID:
218593857347

16 Defendants.

Department: 76, Hon. Christopher K.
Lui

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

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

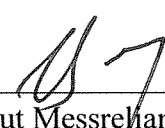
PLEASE TAKE NOTICE THAT on February 18, 2025 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 76 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff Kenneth Terry (“Plaintiff”) will and hereby does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiff and Defendant Westfield, LLC (hereinafter “Defendant” or “Westfield”) (collectively, “the Parties”)

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

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: December 27, 2024

By  _____
Harout Messrelian, Esq.
Attorneys for Plaintiff
KENNEH TERRY

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff and Defendant have reached an agreement to settle the above-captioned action
4 (the “Action”). Plaintiff and Defendants are collectively referred to as the “Parties” and any one
5 of them individually may be referred to as a “Party.” The Parties have memorialized the terms
6 of this settlement in a “Private Attorneys General Act Settlement Agreement” (the “Settlement
7 Agreement”). Attached as **Exhibit 1** to the Declaration of Harout Messrelian (“Messrelian
8 Decl.”) is a true and accurate copy of the Settlement Agreement and the PAGA notice that will
9 be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff
10 and all current and former non-exempt employees of Defendants in the State of California from
11 July 31, 2022 through the date of approval of the PAGA settlement (“PAGA Members”), with
12 their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks
13 an order permitting settlement on the terms outlined in the Settlement Agreement.

14 **II. ALLEGATIONS AND INVESTIGATION**

15 Defendant, through its affiliates, is in the business of operating retail properties. Plaintiff
16 was classified as an hourly, non-exempt employee and worked for Defendant as a Maintenance
17 Tech I, from approximately January 2022 through August 14, 2023. *See* Messrelian Decl., ¶4.

18 Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under
19 the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”).
20 On June 30, 2023, Plaintiff Kenneth Terry on behalf of himself and Defendant’s other California
21 non-exempt employees (hereafter collectively the “Aggrieved Employees”) gave written notice
22 by electronic service to the California Labor and Workforce Development Agency (“LWDA”)
23 and via certified mail to Defendant of their claims against Defendant. In his notice to the LWDA,
24 Plaintiff asserted on behalf of himself and the Aggrieved Employees that Defendant (1) failed
25 to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194,
26 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to
27 provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code
28 Sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code

1 Section 204); (6) failed to provide accurate itemized wage statements (Labor Code Section 226);
2 (7) failed to keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8)
3 failed to pay wages at the end of employment (Labor Code section 203); (9) failed to
4 reimbursement business expenses (Labor Code section 2802); and claims under Industrial
5 Welfare Commission Wage Orders 4-2001/7-2001. Plaintiff filed his initial lawsuit on October
6 4, 2023, in the Superior Court for the State of California, County of Los Angeles, Case No.
7 23STCV24179, with a total of 13 causes of action for individual wage and hour violations,
8 PAGA penalties based on the theories as outlined in the PAGA letter, and individual claims for
9 retaliation under Labor Code sections 1102.5 and 6310/6311. *See Messrelian Decl., ¶5.*

10 Through informal discovery, Defendant produced records and represented that it
11 employed approximately 96 employees falling within Plaintiff's Aggrieved Employees
12 definition for the period from July 31, 2022 (one year and 65 days before Plaintiff's PAGA
13 complaint filing) through June 28, 2024, and that there are paychecks issued for a total of
14 approximately 2,306 pay periods worked for that same time period. *See Messrelian Decl., ¶6.*

15 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees
16 employed on or after July 31, 2022 through settlement approval by the Court. *See Messrelian*
17 *Decl., ¶7.*

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

22 The parties attended a full-day mediation with experienced mediator Steve Pearl on
23 August 29, 2024, and settled the matter. Before agreeing to the terms of the Settlement, the
24 Parties engaged in informal discovery regarding Defendant's policies, practices, operations,
25 time and payroll information and other topics. Prior to negotiation, Defendant produced
26 Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records
27 for a randomly selected group of 20 aggrieved employees falling within Plaintiff's Aggrieved
28 Employees definition and during the applicable PAGA period. Through extensive arm's length

1 negotiations and only after discovery and investigation were performed, the Parties agreed to
2 settlement terms. As alluded to above, the Parties negotiated the PAGA claims through arms-
3 length negotiation during a private mediation, and only after sufficient discovery was completed,
4 including data being sent to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶9.

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

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

20 **III. FAIRNESS OF THE SETTLEMENT**

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

24 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members
25 were not provided meal breaks under the law and that Defendant engaged in rounding of work
26 hours. *See* Messrelian Decl., ¶12.

27 Plaintiff contends that the civil penalty statutes applicable to the Action arise from
28 violations of the California Labor Code, including, but not limited to, Labor Code §§ 512, 558,

1 1197, 1197.1, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a
2 Labor Code violation may be awarded a sum of money for each pay period in which he or she
3 was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of
4 civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See Messrelian Decl.*,
5 ¶13.

6 As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis
7 revealed a shift violation rate of 19% for short, late, or no meal breaks. If you extrapolate the
8 19% shift violation rate, it amounts to 81.8% of pay periods having at least one meal period
9 violation. As such, the maximum exposure for meal period violations in the PAGA period would
10 be \$94,300, which is calculated as follows: 2,306 pay periods x 81.8% equals 1,886 affected
11 pay periods; 1,886 pay periods x \$50/pay period (civil penalty) amounts to \$94,300 in exposure.
12 The latter exposure calculation does not take into account the fact that Defendant had strong,
13 written meal period policies and that the sampling revealed that Defendant paid \$25,644 in meal
14 period premiums. Moreover, Defendant indicated that their payroll system automatically paid
15 premium wages for all apparent meal break violations, which aligns with the meal period
16 premiums seen by Plaintiff's data expert. Furthermore, Plaintiff himself had 23 non-compliant
17 meal periods during his employment tenure for which he was paid a premium wage for every
18 single one. *See Messrelian Decl.*, ¶14.

19 As it relates to Plaintiff's argument for rounding violations, the data analysis by
20 Plaintiff's data expert revealed a net unfavorable rounding of 1.5 minutes per shift with 50% of
21 shifts showing this net unfavorable rounding. 50% of shifts equates to 100% of pay periods
22 having at least one rounding violation. As such, the maximum exposure for rounding, which in
23 legal terms constitutes a minimum wage violation, would be \$230,600, which is calculated as
24 follows: 2,306 pay periods x \$100/pay period (civil penalty), which equals \$230,600. Defendant
25 in response argues that the rounding is neutral on its face and disputes the net unfavorable
26 rounding result found by Plaintiff's data analyst. *See Messrelian Decl.*, ¶15.

27 As it relates to Plaintiff's other claims, and unlike the arguments for meal period
28 violations and rounding/minimum wage violations, there would be issues with proof. As it

1 relates to Plaintiff's claims for rest period violations, there is no documentary evidence or data
2 at this stage that would support those claims. Moreover, Defendant argued and showed that there
3 were rest period attestations every period wherein the employees certified that they in fact took
4 their rest periods. There would be no regular rate issue, since there were no bonus payments
5 seen in the sample. As it relates to any overtime issues, the data showed the average work day
6 was close to 8.0 hours worked, which means that overtime violations would not be a substantial
7 issue. Moreover, Defendant provided overall strong written policies as it related to wage and
8 hour practices and showed that Plaintiff acknowledged the policies. As it relates to Plaintiff's
9 claim of business expense reimbursement, the evidence revealed that some employees got cell
10 phone stipends of \$32 per month, while other employees received actual cell phones for business
11 use. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204,
12 and 226 for not being paid all wages owed every pay period or at the end of employment as well
13 as not receiving accurate, itemized wage statements would not be triggered. *See Messrelian*
14 *Decl.*, ¶16.

15 Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed
16 claims would be \$324,900. Assuming that Plaintiff's calculations and analysis are accurate, the
17 maximum exposure presumes that the Court will not reduce the penalty award as unjust,
18 arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the
19 amount of \$195,000 is a very strong result, especially in light of the risk factors as discussed
20 above. *See Messrelian Decl.*, ¶17.

21 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple
22 PAGA penalties for the same violation for the same pay period under different Labor Code
23 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil
24 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
25 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of
26 Plaintiff's allegations in the operative Complaint. *See Messrelian Decl.*, ¶18.

27 PAGA states a court has discretion to award a lesser amount than the maximum
28 penalty. See Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum

1 civil penalty amount specified by this part if, based on the facts and circumstances of the
2 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
3 or confiscatory.”); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203
4 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court
5 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff’s evidence
6 of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
7 (“Carrington”) illustrates this. In that case, the Court of Appeal affirmed a trial court’s heavily
8 discounted award of only \$5 per violation because it was within the Court’s discretion to
9 significantly reduce PAGA penalties even when there is a finding that a violation of the
10 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess
11 of \$70 million and was successful in proving the PAGA claim during a bench trial. However,
12 the trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and
13 stated that this reduction was warranted because imposing the maximum penalty would be
14 “unjust, arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with
15 meal break obligations and because the Court found the violations were minimal. Applying the
16 same formula here and assuming there was one violation during each pay period, the award of
17 civil penalties could not exceed \$11,530.00 in PAGA penalties (2,306 violations x \$5). As such,
18 this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington*
19 formula. Defendant has also posed formidable defenses to the Labor Code claims underlying
20 Plaintiff’s allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross
21 Settlement Amount is uncertain. *See Messrelian Decl.*, ¶19.

22 The Parties further recognize that the issues presented in the Action are likely only to be
23 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
24 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
25 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*
26 *Messrelian Decl.*, ¶20.

27 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,
28 his attorneys, and the State of California. *See Messrelian Decl.*, ¶21.

1 Furthermore, Plaintiff recognizes that continued litigation presents significant risks that
2 support a significant downward departure from Plaintiff's estimated civil penalties amount. In
3 view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount
4 for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants
5 approval. See *Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014
6 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and
7 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic
8 climate, and are the product of good faith, and informed arms-length negotiations between the
9 Parties consistent with public policy and fully comply with applicable provisions of law. *See*
10 *Messrelian Decl.*, ¶22.

11 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

12 The Settlement Agreement covers all claims against the Released Parties (as defined in
13 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA
14 that were asserted or could reasonably have been asserted based on the facts alleged or that could
15 have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with
16 respect to PAGA Members from July 31, 2022 through the date of Court approval of the PAGA
17 settlement. *See Messrelian Decl.*, **Exhibit 1**, paragraph 14.

18 Defendant agrees to pay \$195,000.00 toward the Settlement (the "Gross Settlement
19 Amount" or "GSA") which will be distributed as follows:

- 20 i. \$65,000.00 (33 1/3% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of
21 Messrelian Law Inc.
- 22 ii. \$10,308.26 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian
23 Law Inc.
- 24 iii. \$4,000.00 in PAGA Settlement Administrator costs to the Settlement
25 Administrators (Phoenix).
- 26 iv. \$115,691.74 (the "Net Settlement Amount" or "NSA") will be divided as follows:
 - 27 a. \$86,768.81 (75% of "NSA") to the LWDA, which represents civil
28 penalties payable to the LWDA under the Labor Code Private Attorneys

General Act (“PAGA”), Labor Code section 2698, *et seq.*; and

- b. \$28,922.93 (25% of NSA) (the “PAGA Members Amount”) to the PAGA Members which represents civil penalties payable to the PAGA Members as civil penalties. *See* Messrelian Decl., **Exhibit 1**, paragraph 7.

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in hourly, non-exempt positions in California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, paragraph 7.

For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall, if required by applicable state and/or federal law, be reported on a federal form 1099. *See* Messrelian Decl., **Exhibit 1**, paragraph 12.

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

Plaintiff’s counsel represents Plaintiff on a straight contingency basis. Plaintiff’s counsel’s request for \$65,000.00 in attorney fees and \$10,308.26 in litigation costs is fair and reasonable. “Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int’l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method for the calculation of attorneys’ fees). This is also consistent with Plaintiff’s Counsel’s experience in cases involving PAGA claims. This award is justified here because Plaintiff’s counsel achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation. *See* Messrelian Decl., ¶¶25-26.

It is an accepted practice in wage and hour class action settlements to award attorneys’ fees to Plaintiff’s Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding

1 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*
2 (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific
3 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation
4 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the
5 fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254; *Lealao v. Beneficial*
6 *California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

7 The litigation costs expended to aid in the representation of the PAGA Members
8 include the following: lawsuit filing fee of \$454.22; PAGA initial filing fees of \$75.00; expert
9 data analysis fee of \$1,000.00; mediation fee of \$8,750.00; and miscellaneous filing fees of
10 \$29.04 for a total of \$10,308.26. All of these costs are documented and reasonably incurred. *See*
11 *Messrelian Decl.*, ¶27.

12 **VI. NO ADMISSION OF LIABILITY OR WRONGDOING**

13 This Settlement represents a compromise and settlement of highly disputed claims. The
14 Parties expressly recognize that the making of this agreement does not in any way constitute an
15 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*
16 *Messrelian Decl.*, **Exhibit 1**, paragraph 38.

17 **VII. PAGA SETTLEMENT ADMINISTRATION**

18 The Parties agree to use Phoenix Settlement Administrators to handle the administration
19 of this Settlement. *See Messrelian Decl.*, **Exhibit 1** at paragraph 8.

20 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the
21 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of
22 Settlement Approval, approving and incorporating by reference the terms and conditions of the
23 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

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

26 Funding of the Settlement: Within thirty (30) calendar days after the Effective Date of the
27 Settlement, Defendant will pay the Maximum Settlement Amount to the Settlement Administrator.

28 Settlement Payments to Aggrieved Employees: No later than thirty (30) calendar days after the

1 Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved
2 Employees (“Aggrieved Employees List”). The Aggrieved Employees List shall state the first name
3 and last name for each Aggrieved Employee; the last known address for each Aggrieved Employee;
4 each Aggrieved Employee’s social security number; and the periods of time during the Settlement
5 Period during which each was employed in an hourly, non-exempt position for Defendant in California.
6 No later than twenty-one (21) days after receipt of the Maximum Settlement Amount from Defendant,
7 the Settlement Administrator will issue each Aggrieved Employee a check for the employee’s share of
8 the PAGA Penalties Fund along with an explanatory letter. The Settlement Administrator will disburse
9 each employee’s share of the PAGA Penalties Fund without asking or requiring Aggrieved Employees
10 to submit any claim as a condition of payment. Before mailing any checks, the Settlement
11 Administrator shall update the recipient’s mailing address using the National Change of Address
12 Database. Checks will remain negotiable for one hundred twenty (120) calendar days. Any checks
13 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular
14 First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided,
15 the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace,
16 or other search using the name, address, or Social Security number of the Aggrieved Employee
17 involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as
18 undeliverable and those settlement checks remaining un-cashed for more than one hundred twenty
19 (120) calendar days after issuance will be tendered to the State Controller’s Office, Unclaimed Property
20 Division; none of the Maximum Settlement Amount will revert to Defendant. In the event that an
21 Aggrieved Employees’ check is undeliverable, uncashed, or otherwise distributed to the State
22 Controller’s Office, Unclaimed Property Division, the terms of the final judgment and the Release of
23 Claims will nevertheless be binding upon that Aggrieved Employee and the State of California with
24 respect to that Aggrieved Employee.
25

26 *See* Messrelian Decl., **Exhibit 1**, paragraphs 11-12 .

27 ///

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1 **VIII. CONCLUSION**

2 Plaintiff respectfully requests that the Court grant this Motion.

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5 Respectfully Submitted,

6 **MESSRELIAN LAW INC.**

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8 DATED: December 27, 2024

9 By _____
10 HAROUT MESSRELIAN, ESQ.
11 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.

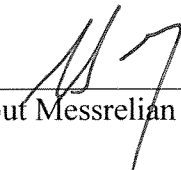
On December 27, 2024, I served the foregoing **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT [PROPOSED] ORDER ON UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** thereon fully prepaid, in the United States mail at Glendale, California, and/or by following one of the methods of service as follows:

Davis Wright Tremaine LLP
Jaime Walter
Philip Lamborn
Julie Capell
JaimeWalter@dwt.com
PhilipLamborn@dwt.com
JulieCapell@dwt.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 December 27, 2024, at Glendale, California.



Harout Messrelian



Court Reservation Receipt

Reservation

Reservation ID:
218593857347

Status:
RESERVED

Reservation Type:
Motion for Order (Approving PAGA settlement)

Number of Motions:
1

Case Number:
23STCV24179

Case Title:
KENNETH TERRY vs WESTFIELD, LLC

Filing Party:
Kenneth Terry (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 76

Date/Time:
February 18th 2025, 8:30AM

Confirmation Code:
CR-ZAQVITIBKTBNU2HH

Fees

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

Payment

Amount:
\$0.00

Type:
NOFEE

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 **Print Page**