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

10 **FOR THE COUNTY OF ALAMEDA**

11 MARIA GABRIELA GUTIERREZ
12 GARCIA,

13 Plaintiff,

14 vs.

15 KSS IMMERSION SCHOOLS, INC.; KIDS
16 SPEAKING SPANISH PRESCHOOLS
17 LLC; and DOES 1 to 25, inclusive,

18 Defendants

Case No.: 24CV059118

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

Action filed: 1/8/24

Date: 4/17/2025
Time: 2:30pm
Dept: 518, Hon.
Mark Fickes

Reservation ID:
611168649955

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:

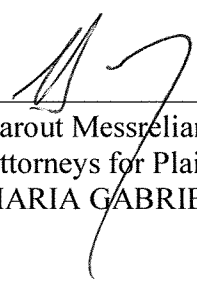
PLEASE TAKE NOTICE THAT on April 17, 2025 at 2:30 p.m., or as soon thereafter as the matter may be heard in Department 518 of the above-entitled Court, Plaintiff Maria Gabriela Gutierrez Garcia ("Plaintiff") will and hereby does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiff and Defendants KSS IMMERSION SCHOOLS, INC. and KIDS SPEAKING SPANISH PRESCHOOLS LLC (hereinafter "Defendant(s)" or "KSS") (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: March 24, 2025

By  _____
Harout Messrelian, Esq.
Attorneys for Plaintiff
MARIA GABRIELA GUTIERREZ GARCIA

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendant have reached an agreement to settle the above-captioned action (the “Action”). Plaintiff and Defendant are collectively referred to as the “Parties” and any one of them individually may be referred to as a “Party.” The Parties have memorialized the terms of this settlement in a “PAGA Settlement Agreement” (the “Settlement Agreement”). Attached as **Exhibit 1** to the Declaration of Harout Messrelian (“Messrelian Decl.”) is a true and accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and former non-exempt employees who worked for Defendant in the State of California from November 4, 2022 through May 8, 2024 (“PAGA Members”), with their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant is in the education industry and operates a preschool tailored to Spanish speaking children. Plaintiff was classified as an hourly, non-exempt employee and worked for Defendant as a teacher from 2021 through October 2023. *See* Messrelian Decl., ¶4.

Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”). On October 31, 2023, Plaintiff Maria Gabriela Gutierrez Garcia on behalf of herself and Defendant’s other California non-exempt employees (hereafter collectively the “Aggrieved Employees”) gave written notice by electronic service to the California Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages

1 due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage
2 statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records
3 (Labor Code Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor
4 Code section 203); (9) failed to reimbursement business expenses (Labor Code section 2802);
5 and claims under Industrial Welfare Commission Wage Orders 4-2001/5-2001. Plaintiff filed
6 her initial lawsuit on January 8, 2024, in the Superior Court for the State of California, County
7 of Alameda, Case No. 24CV059118, with thirteen total causes of action, including individual
8 wage and hour claims, claims for retaliation and wrongful termination, and for PAGA penalties
9 based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

10 Through informal discovery, Defendant produced records and represented that it
11 employed approximately 67 non-exempt employees for the period from November 4, 2022
12 through May 8, 2024, and that there are paychecks issued for a total of approximately 2213 pay
13 periods worked for that same time period. *See* Messrelian Decl., ¶6.

14 The Settlement Agreement covers PAGA Members, which are all hourly, non-exempt
15 employees employed by Defendants in California on or after November 4, 2022 through May
16 8, 2024. *See* Messrelian Decl., ¶7.

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

21 The Parties attended a full-day mediation with experienced mediator Steve Pearl on
22 May 8, 2024, and settled the matter at mediation. Before agreeing to the terms of the Settlement
23 Agreement, the Parties engaged in extensive informal discovery regarding Defendants' policies,
24 practices, operations, time and payroll information and other topics. Prior to negotiation,
25 Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time
26 records and payroll records for 14 aggrieved employees (20% sample) falling within Plaintiff's
27 Aggrieved Employees definition and during the applicable PAGA period. Through extensive
28 arm's length negotiations and only after extensive discovery and investigation were performed,

1 the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of the
2 “PAGA Settlement Agreement” (hereinafter “Settlement Agreement”) and the PAGA notice
3 that will be sent to the PAGA Members covered by the Settlement Agreement. *See* Messrelian
4 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 Defendants 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 based on the analyzed data were that Plaintiff
25 and other PAGA Members were not provided meal breaks under the law. *See* Messrelian Decl.,
26 ¶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 16.6% for short, late, or no meal breaks for shifts over 5 hours
8 long (which comprised 95.3% of the overall shifts in the sample). If you extrapolate the 16.6%
9 shift violation rate, it amounts to 81.8% of pay periods having at least one meal period violation.
10 As such, the maximum exposure for meal period violations in the PAGA period would be
11 \$86,250, which is calculated as follows: 2213 total pay periods x 95.3% pay periods over 5
12 hours equals 2109 pay periods at issue as far as meal period violations are concerned. 2109 pay
13 periods x 81.8% pay period violation rate equals 1725 affected pay periods; 1725 pay periods x
14 \$50/pay period (civil penalty) amounts to \$86,250 in exposure. The latter exposure calculation
15 does not take into account the fact that Defendant had strong, compliant meal period policies.
16 *See Messrelian Decl.*, ¶14.

17 As it relates to Plaintiff's other claims, there would be issues with proof. The sampling
18 did not reveal any rounding as hours were paid to the second decimal point. There were no
19 clock-in or clock-out entries for rest breaks as it is not required under California law and, as
20 such, no data analysis was done by the data expert on this front. As it relates to any overtime
21 issues, the data showed the average workday was 7.7 hours, which means that overtime pay was
22 not a major consideration. In addition, per the data analyst, overtime hours were properly paid
23 when employees did work overtime hours. Moreover, Defendant provided overall strong written
24 policies as it related to wage and hour practices. As it relates to Plaintiff's claim of business
25 expense reimbursement, there was no evidence that Plaintiff and others were required to use
26 their cell phones for work purposes. Moreover, any articles of clothing that were worn by
27 aggrieved employees as uniforms were not of a specific or distinctive design and could be worn
28 outside of work as well. Plaintiff's other claims for violations of Labor Code sections 203, 204,

1 and 226 (for not being paid all wages owed every pay period or at the end of employment as
2 well as not receiving accurate, itemized wage statements) would not be triggered since they are
3 derivative claims, and no rounding/overtime issues were identified. *See* Messrelian Decl., ¶15.

4 Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed
5 claims would be \$86,250. Assuming that Plaintiff's calculations and analysis are accurate, the
6 maximum exposure presumes that the Court will not reduce the penalty award as unjust,
7 arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the
8 amount of \$75,000, is a very strong result, especially in light of the risk factors in terms of proof
9 as discussed above. *See* Messrelian Decl., ¶16.

10 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple
11 PAGA penalties for the same violation for the same pay period under different Labor Code
12 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil
13 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
14 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of
15 Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶17.

16 PAGA states a court has discretion to award a lesser amount than the maximum
17 penalty. *See* Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum
18 civil penalty amount specified by this part if, based on the facts and circumstances of the
19 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
20 or confiscatory."); *see also* *Thurman v. Bayshore Transit Management, Inc.* (2012) 203
21 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court
22 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence
23 of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
24 ("Carrington") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily
25 discounted award of only \$5 per violation because it was within the Court's discretion to
26 significantly reduce PAGA penalties even when there is a finding that a violation of the
27 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess
28 of \$70 million and was successful in proving the PAGA claim during a bench trial. However,

1 the trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and
2 stated that this reduction was warranted because imposing the maximum penalty would be
3 “unjust, arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with
4 meal break obligations and because the Court found the violations were minimal. Applying the
5 same formula here and assuming there was one violation during each pay period, the award of
6 civil penalties could not exceed \$11,065.00 in PAGA penalties (2213 violations x \$5). As such,
7 this Settlement is a great result based solely on the risk the Court chooses to apply the Carrington
8 formula. Defendant has also posed formidable defenses to the Labor Code claims underlying
9 Plaintiff’s allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross
10 Settlement Amount is uncertain. *See* Messrelian Decl., ¶18.

11 The Parties further recognize that the issues presented in the Action are likely only to be
12 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
13 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
14 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*
15 Messrelian Decl., ¶19.

16 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,
17 her attorneys, and the State of California. *See* Messrelian Decl., ¶20.

18 Furthermore, Plaintiff recognizes that continued litigation presents significant risks that
19 support a significant downward departure from Plaintiff’s estimated civil penalties amount. In
20 view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount
21 for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants
22 approval. *See* Laguna v. Coverall N. Am., Inc., Case No. 12-55479 (9th Cir. June 3, 2014) 2014
23 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and
24 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic
25 climate, and are the product of good faith, and informed arms-length negotiations between the
26 Parties consistent with public policy and fully comply with applicable provisions of law. *See*
27 Messrelian Decl., ¶21.

28

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

2 The Settlement Agreement covers all claims against the Released Parties (as defined in
3 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA
4 that were asserted or could reasonably have been asserted based on the facts alleged or that could
5 have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with
6 respect to PAGA Members from November 4, 2022 through May 8, 2024. *See* Messrelian Decl.,
7 **Exhibit 1**, paragraphs 1.19 and 5.2.

8 Defendant agrees to pay \$75,000.00 toward the Settlement (the “Gross Settlement
9 Amount” or “GSA”) which will be distributed as follows:

- 10 i. \$25,000.00 (33 1/3% of the GSA) in attorneys’ fees to Harout Messrelian, Esq. of
11 Messrelian Law Inc.
12 ii. \$10,726.25 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian
13 Law Inc.
14 iii. \$3,000.00 in PAGA Settlement Administrator costs to the Settlement
15 Administrators (Phoenix).
16 iv. \$36,273.75 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
17 a. \$27,205.31 (75% of “NSA”) to the LWDA, which represents civil
18 penalties payable to the LWDA under the Labor Code Private Attorneys
19 General Act (“PAGA”), Labor Code section 2698, *et seq.*; and
20 b. \$9,068.44 (25% of NSA) (the “PAGA Members Amount”) to the PAGA
21 Members which represents civil penalties payable to the PAGA Members
22 as civil penalties . *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.

23 Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount
24 in proportion to the number of pay periods employed in hourly, non-exempt positions in
25 California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1.

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

1 **Exhibit 1**, paragraph 3.2.3.2.

2 **V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST**
3 **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**
4 **AND SHOULD BE APPROVED**

5 Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's
6 request for \$25,000.00 in attorney fees and \$10,726.25 in litigation costs is fair and reasonable.
7 "Empirical studies show that, regardless of whether the percentage method or the lodestar method
8 is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*
9 *Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*
10 *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug.
11 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method
12 for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience
13 in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved
14 a strong result for the PAGA Members and the State while bearing the substantial burdens of
15 contingency representation. *See Messrelian Decl.*, ¶¶24-25.

16 It is an accepted practice in wage and hour class action settlements to award attorneys'
17 fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the
18 Parties. California courts have long recognized that an appropriate method for awarding
19 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*
20 (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific
21 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation
22 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the
23 fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254; *Lealao v. Beneficial*
24 *California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

25 The litigation costs expended to aid in the representation of the PAGA Members
26 include the following: lawsuit filing fee of \$467.10; PAGA initial filing fees of \$75.00; expert
27 data analysis fee of \$1,000.00; mediation fee of \$9,012.50; and miscellaneous filing fees of
28 \$171.65 for a total of \$10,726.25. All of these costs are documented and reasonably incurred. *See*

1 Messrelian Decl., ¶26.

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

3 This Settlement represents a compromise and settlement of highly disputed claims. The
4 Parties expressly recognize that the making of this agreement does not in any way constitute an
5 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*
6 Messrelian Decl., **Exhibit 1**, paragraph 10.1.

7 **VII. PAGA SETTLEMENT ADMINISTRATION**

8 The Parties agree to use Phoenix Settlement Administrators to handle the administration
9 of this Settlement. *See* Messrelian Decl., **Exhibit 1** at paragraph 7.1.

10 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the
11 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of
12 Settlement Approval, approving and incorporating by reference the terms and conditions of the
13 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

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

16 Aggrieved Employee Data. Not later than seven (7) calendar days after the Effective Date,
17 Defendants will deliver the Aggrieved Employee Data to the Settlement
18 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
19 Employees' privacy rights, the Settlement Administrator must maintain the
20 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for
21 purposes of this Settlement and for no other purpose, and restrict access to the
22 Aggrieved Employee Data to the Settlement Administrator employees who need
23 access to the Aggrieved Employee Data to effect and perform under this Agreement.
24 Defendants have a continuing duty to immediately notify PAGA Counsel if it
25 discovers that the Aggrieved Employee Data omitted Aggrieved Employee
26 identifying information and to provide corrected or updated Aggrieved Employee
27 Data as soon as reasonably feasible. Without any extension of the deadline by which
28 Defendants must send the Aggrieved Employee Data to the Settlement
Administrator, the Parties and their counsel will expeditiously use best efforts, in
good faith, to reconstruct or otherwise resolve any issues related to missing or
omitted Aggrieved Employee Data.

Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
Amount by transmitting the funds to the Settlement Administrator as follows: (1)
\$25,000.00 within 30 days of the Court's Approval Order; (2) the next \$25,000.00

1 within 60 days of the Court's Approval Order; (3) the last \$25,000 within 90 days of
2 the Court's Approval Order.

3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
4 Defendants fully fund the Gross Settlement Amount, the Settlement Administrator
5 shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
6 Attorneys' Fees, and Litigation Costs. Disbursement of PAGA Counsel Attorneys'
7 Fees and Litigation Costs shall not precede disbursement of Individual PAGA
8 Payments.

9 The Settlement Administrator will issue checks for the Individual PAGA Payments
10 and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid.
11 The face of each check shall prominently state the date (not less than 180 days after
12 the date of mailing) when the check will be voided. The Settlement Administrator will
13 cancel all checks not cashed by the void date. Before mailing any checks, the
14 Settlement Administrator must update the recipients' mailing addresses using the
15 "National Change of Address Database".

16 The Settlement Administrator must conduct an Aggrieved Employee Address Search
17 for all Aggrieved Employees whose checks are returned undelivered without USPS
18 forwarding address. Within seven (7) calendar days of receiving a returned check, the
19 Settlement Administrator must re-mail checks to the USPS forwarding address
20 provided or to an address ascertained through the Aggrieved Employee Address
21 Search. The Settlement Administrator need not take further steps to deliver checks to
22 Aggrieved Employees whose re-mailed checks are returned as undelivered. The
23 Administrator shall promptly send a replacement check to any Aggrieved Employee
24 whose original check was lost or misplaced, requested by the Aggrieved Employee
25 prior to the void date.

26 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and
27 cancelled after the void date, the Settlement Administrator shall transmit the funds
28 represented by such checks to the California Controller's Unclaimed Property Fund in
the name of the Aggrieved Employee, thereby leaving no "unpaid residue" subject to
the requirements of California Code of Civil Procedure Section 384, subd. (b).

The payment of Individual PAGA Payments shall not obligate Defendants to confer
any additional benefits or make any additional payments to the Aggrieved Employees
(such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

24 Employer Identification Number. The Administrator shall have and use its own
25 Employer Identification Number for purposes of calculating payroll tax withholdings and
26 providing reports state and federal tax authorities.

27 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
28

1 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
2 468B-1.

3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
4 performed or observed by the Administrator contained in the PAGA Settlement Agreement or
5 otherwise.

6 *See Messrelian Decl., Exhibit 1, paragraph 4.2 – 4.4; 7.1-7.4 .*

7 **VIII. CONCLUSION**

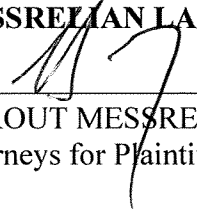
8 Plaintiff respectfully requests that the Court grant this Motion.

9
10 Respectfully Submitted,

11
12 DATED: March 24, 2025

MESSRELIAN LAW INC.

By


HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

1 **PROOF OF SERVICE BY E-MAIL**

2
3 STATE OF CALIFORNIA)
4)
5 COUNTY OF LOS ANGELES)

6 I, state that I am employed in the aforesaid County, State of California; I am over the age of
7 eighteen years and not a party to the within action; my business address is 500 N. Central Ave.,
Suite 840, Glendale, California 91203.

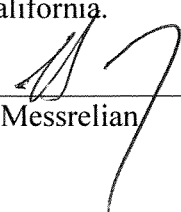
8 On March 24, 2025, I served the foregoing **PLAINTIFF'S NOTICE OF**
9 **UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT;**
10 **MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION**
11 **OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR**
12 **APPROVAL OF PAGA SETTLEMENT [PROPOSED] ORDER ON UNOPPOSED**
13 **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:

14 FISHER & PHILLIPS LLP
15 Grace Horoupian
16 ghoroupian@fisherphillips.com
17 Allison Freitas
18 Afreitas@fisherphillips.com
Waseem Dulloo
19 wdulloo@fisherphillips.com
20 *Attorneys for Defendants*

21 (X) **BY EMAIL OR ELECTRONIC TRANSMISSION:** Pursuant to CCP 1010.6, I
22 transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission
23 was reported as complete and without error.

24 I declare under the penalty of perjury under the laws of the State of California, that the
25 foregoing is true and correct.

26 Executed on March 24, 2025, at Glendale, California.

27
28 

Harout Messrelian



Superior Court of Alameda County Public Portal

Make a Reservation

GARCIA vs KSS IMMERSION SCHOOLS, INC., et al.

Case Number: 24CV059118 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-01-08 Location: Hayward Hall of Justice - Department 518

Reservation

Case Name:	Case Number:
GARCIA vs KSS IMMERSION SCHOOLS, INC., et al.	24CV059118
Type:	Status:
Motion for Order (Approving PAGA Settlement)	RESERVED
Filing Party:	Location:
Maria Gabriela Gutierrez Garcia (Plaintiff)	Hayward Hall of Justice - Department 518
Date/Time:	Number of Motions:
04/17/2025 2:30 PM	1
Reservation ID:	Confirmation Code:
611168649955	CR-55QSTVYBXI5K7XFY

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:	Type:
\$1.00	Visa
Account Number:	Authorization:
XXXX0902	097405
Payment Date:	
n/a	

[Print Receipt](#)

[Reserve Another Hearing](#)

[View My Reservations](#)