

04/17/2025

Clad Flake, Esq. the Officer / Clerk of the Court

By: *Geomags* Deputy
G. Cooper

HAROUT MESSRELIAN (SBN: 272020)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARIA GABRIELA GUTIERREZ
GARCIA,

Plaintiff,

vs.

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

Defendants

Case No.: 24CV059118

**~~PROPOSED~~ ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Action filed: 1/8/24

Date: 4/17/25
Time: 2:30pm
Dept: 518, Hon.
Mark Fickes

Reservation ID:
611168649955

Submitted Herewith Under Separate Cover:

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

~~PROPOSED~~ ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Maria Gabriela Gutierrez Garcia ("Plaintiff") for Approval of Settlement under PAGA came before this Court on April 17, 2025.

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 October 31, 2023 (the "LWDA Letter"), on behalf of all current and former non-exempt hourly employees of Defendants from November 4, 2022 to May 8, 2024, inclusive ("Aggrieved Employees").

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, all defined Aggrieved Employees, and the State of California, by operation of this Order and Judgment hereby release and forever discharge Defendant and all other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims, including any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were asserted, or claims that could reasonably

1 have been asserted based on the facts alleged or that could have been alleged in the lawsuit and/or
2 the PAGA letter submitted by Plaintiff to the LWDA .

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff, the
4 Aggrieved Employees, and the State of California and shall bar any claim under PAGA brought by any
5 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
6 Claims and Released Parties. Upon entry of this Order, the Court permanently enjoins and forever bars
7 Plaintiff, the State of California, and the Aggrieved Employees from instituting or prosecuting any claims
8 against Defendant or the other Released Parties that were resolved as part of the Settlement Agreement
9 and/or pursuant to this Order. Furthermore, no individualized notice of entry of this Approval Order is
10 required to be provided to the PAGA employees.

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

13 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
14 Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (the "Gross Settlement Amount"). The
15 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
16 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
17 Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of
18 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and costs of Ten Thousand Seven-
19 Hundred Twenty-Six Dollars and Twenty-Five Cents (\$10,726.25). The settlement administrator,
20 Phoenix Settlement Administrators requests administration costs of Three Thousand Dollars and Zero
21 Cents (\$3,000.00). Defendant does not oppose these requests. The Court finds the Gross Settlement
22 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
23 Settlement Administrator to make the above payments to payments from the Gross Settlement Amount
24 as follows:
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- 27 a. \$25,000.00 in attorney's fees to Messrelian Law Inc.;
- 28 b. \$10,726.25 in costs to Messrelian Law Inc.;
- c. \$3,000.00 in administration costs to Phoenix Settlement Administrators;

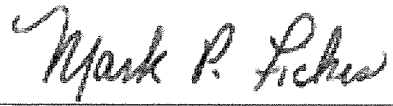
1 d. After deducting the foregoing payments, the estimated remainder of approximately
2 \$36,273.75 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
3 2699(i), the NSA will then be distributed 75 percent (\$27,205.31) to the LWDA, and the
4 remaining 25 percent (\$9,068.44) to the Aggrieved Employees on a pro rata basis, as set forth in
5 the Settlement Agreement. The Court approves these payments, and directs the Settlement
6 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
7 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
8 duties as set forth in the Settlement Agreement; and

9
10 7. To protect Aggrieved Employees' privacy rights, Phoenix Settlement Administrators must
11 maintain the Aggrieved Employees List and all data in it in confidence, use the list and data only for
12 purposes of this Settlement and for no other purpose, and restrict access to the list and data to Phoenix
13 Settlement Administrators employees who need access to the list and data to perform their duties
14 pursuant to this Settlement.

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

19
20 **IT IS SO ORDERED.**

21
22 Dated: 04/17/2025

23 
24 HON. MARK FICKES
25 JUDGE OF THE SUPERIOR COURT
26 **Mark Fickes / Judge**