HAROUT MESSRELIAN (SBN: 272020)
MESSRELIAN LAW INC.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
E-mail: hm@messrelianlaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIBEL ESTRADA, PASSION RENEE WALLER; Plaintiffs, vs. ABI DOCUMENT SUPPORT SERVICES, LLC; and DOES 1 to 25, inclusive, Defendants.	Case No.: CIVSB2402301 **PLAINTIFFS' NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF** Date: 12/18/25 Time: 8:30am Dept: S14, Hon. Jeffrey R. Erickson 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 Granting Motion for Approval of PAGA Settlement and Judgment

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

PLEASE TAKE NOTICE THAT on December 18, 2025 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department S14 of the above-entitled Court, Plaintiffs Maribel Estrada and Passion Renee Waller ("Plaintiffs") will and hereby do 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 Plaintiffs and Defendants ABI DOCUMENT SUPPORT SERVICES, LLC (hereinafter "Defendant" or "ABI") (collectively, "the Parties") and for entry of judgment on the settlement.

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: October 6, 2025

By_______________________

Harout Messrelian, Esq.
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiffs 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 Joint Stipulation of PAGA Settlement (the "Settlement Agreement"). Attached as **Exhibit 2** 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 Plaintiffs and all current and former non-exempt employees of Defendants in the State of California from October 31, 2022 through April 11, 2025 ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiffs seek an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant is a provider of record retrieval services for the legal and insurance industries. Plaintiff Maribel Estrada was classified as an hourly, non-exempt employee and worked for Defendant as a customer service representative from approximately May 2023 through October 4, 2023. Plaintiff Passion Renee Waller was classified as an hourly, non-exempt employee and worked for Defendant as a customer service representative from approximately April 2023 through October 4, 2023. See Declaration of Harout Messrelian ("Messrelian Decl.") ¶4.

Plaintiffs 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, Plaintiffs on behalf of themselves and Defendant's 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 their notice to the LWDA, Plaintiffs asserted on behalf of themselves and the Aggrieved Employees that Defendant (1) failed pay for all hours worked and to pay minimum wages for any reason, including off-the-clock work, interrupted meal breaks, rounding or time shaving, and adjusted time records (Labor Code §§ 1194, 1197, and 1197.1); (2) failed to pay overtime and failed to calculate overtime and meal and rest premiums at the correct regular rate of pay (Labor Code § 510); (3) failed to provide meal periods and failed to pay meal period premiums (Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders (including No. 4)); (4) failed to provide rest periods and failed to pay rest period premiums (Labor Code § 226.7 and IWC Wage Orders (including No. 4)); (5) failed to timely pay wages during employment (Labor Code §§ 204 and 204b); (6) failed to provide compliant wage statements (Labor Code § 226(a)); (7) failed to pay wages upon separation of employment (Labor Code §§ 201-203); (8) failed to keep requisite payroll records (Labor Code § 1174); (9) failed to reimburse business expenses (Labor Code §§ 2800 and 2802); and (10) violations of maximum hours of work and the standard conditions of labor and penalties triggered by such preceding Labor Code violations (Labor Code §§ 203, 204, 210, 226, 226.3, 558, 1174.5, and 1197.1, 1198). Attached as Exhibit 1 is a true and accurate copy of both initial PAGA notices that were filed with the LWDA on October 31, 2023. Plaintiffs filed their initial lawsuit on January 5, 2024, in the Superior Court for the State of California, County of San Bernardino, Case No. CIVSB2402301, with one cause of action under PAGA for penalties based on the theories as outlined in the PAGA letter. See Messrelian Decl., ¶5.

Through informal discovery, Defendant produced records and represented that it employed approximately 243 employees falling within Plaintiffs' Aggrieved Employees definition for the period from October 31, 2022 (one year before Plaintiffs' PAGA notice filing date) through February 6, 2025 (mediation date), and that there are paychecks issued for a total of approximately 10,576 pay periods worked for that same time period. *See* Messrelian Decl., ¶6.

The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after October 31, 2022 through April 11, 2025. *See* Messrelian Decl., ¶7.

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

The parties attended a full-day mediation with experienced mediator James W. Johnston on February 6, 2025, and settled the matter via a mediator's proposal on February 10, 2025. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiffs' personnel files, payroll data for Plaintiffs, and time records and payroll records for 48 aggrieved employees (approximately 20% sampling) falling within Plaintiffs' Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as Exhibit 2 is a true and accurate copy of the "Joint Stipulation of PAGA Settlement" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiffs' data expert for analysis/review. *See* Messrelian Decl., ¶9.

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

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

III. FAIRNESS OF THE SETTLEMENT

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

Plaintiffs allege that the strongest claims are that Plaintiffs and other PAGA Members were not provided meal breaks and rest breaks under the law and that Plaintiffs and other PAGA Members did not receive reimbursement for business expenses, including personal cell phone use and computer/internet use, when working from home. *See* Messrelian Decl., ¶12.

Plaintiffs contend that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7, 510, 512, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. As it relates to Plaintiffs' argument for meal break violations, Plaintiffs' data analysis revealed an aggregate shift violation rate of 0.5% for short, late, or no meal breaks for shifts greater than 5 hours (which occurred in 96.7% of the workdays in the sample data). If you extrapolate the 0.5% shift violation rate, it amounts to 4.5% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be $23,000, which is calculated as follows: 10,576 pay periods x 96.7% (to calculate the number of pay periods that had shifts over 5 hours long) equates to 10,227 pay periods. 10,227 pay periods x 4.5% pay period violation rate equates to approximately 460 pay periods wherein there was a meal period violation. 460 pay periods x $50/pay period (civil penalty) amounts to $23,000.00 in exposure. The latter exposure calculation does not take into account the fact that Defendant had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiffs' meal period claims. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge. Additionally, Defendant apparently maintained legally compliant meal period policies as mentioned above. *See* Messrelian Decl., ¶13.

As it relates to Plaintiffs' argument for rest break violations, while Plaintiffs did not have any rest break data to analyze because Defendant's employees did not clock in and clock out for rest breaks as such breaks are paid, Plaintiffs utilized the meal period violation data to extrapolate for rest period violations. As such, if you extrapolate the 0.5% shift violation rate, it amounts to 4.5% of pay periods having at least one rest period violation. As such, the maximum exposure for rest period violations in the PAGA period would be $47,000, which is calculated as follows: 10,576 pay periods x 98.7% (to calculate the number of pay periods that had shifts over 3.5 hours long) equates to 10,439 pay periods. 10,439 pay periods x 4.5% pay period violation rate equates to approximately 470 pay periods wherein there would be a rest period violation. 470 pay periods x $100/pay period (civil penalty) amounts to $47,000 in exposure. The latter exposure calculation does not take into account the fact that Defendant had written rest period policies. Moreover, Defendant contends they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiffs' rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. *See* Messrelian Decl., ¶14.

As it relates to Plaintiffs' argument for business expense reimbursement, it's a limited scenario wherein Plaintiffs were working from home and used their own computers/internet and personal cell phones for work purposes and were not reimbursed. Based on the limited nature of the claim and the lack of data regarding how many other employees actually worked from home and for how long during the PAGA period, Plaintiffs attribute a 20% chance of success on this claim. At 20%, this would mean that 2,115 pay periods would be affected (10,576 x 20%). 2115 pay periods x $100/pay period (civil penalty) amounts to $211,500 in exposure. *See* Messrelian Decl., ¶15.

As it relates to Plaintiffs' argument for straight overtime violations, Plaintiffs' expert found that overtime was paid properly. As it relates to a regular rate of pay issue, there were only 22 bonus payments seen in the sample. Additionally, the average number of hours worked per day according to the sample was 7.9 hours. The latter means that overtime issues were not implicated most of the time during the PAGA period. See Messrelian Decl., ¶16.

As it relates to Plaintiffs' claims for unpaid "off the clock" work or minimum wage violations, there is no documentary evidence or data at this stage that would support those claims, especially because our data analyst did not locate any rounding/time shaving in the records. Furthermore, Plaintiffs' data analyst noted that hours were paid to the second decimal point. The other claims for violations of Labor Code sections 203, 204, 226, and 1174.5 for not being paid all wages owed every pay period or at the end of employment, not receiving accurate, itemized wage statements, and not keeping accurate time records, would only be derivative in nature based on potential meal/rest period violations and not necessarily recoverable. *See* Messrelian Decl., ¶17.

Based on the above calculations, Plaintiffs' aggregate maximum potential exposure for the strongest disputed claims would be $281,500. Assuming that Plaintiffs' calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Defendant has also posed formidable defenses to the Labor Code claims underlying Plaintiffs' allegations. Based on the above analysis, a gross settlement in the amount of $100,000 is a very strong result, especially in light of the risk factors as discussed above. See Messrelian Decl., ¶18.

Moreover, Plaintiffs are aware of no California state courts awarding Plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiffs face is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of Plaintiffs' allegations in the operative Complaint. *See* Messrelian Decl., ¶19.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. See Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiffs' evidence of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("Carrington") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $52,880 in PAGA penalties (10,576 violations x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Defendant has also posed formidable defenses to the Labor Code claims underlying Plaintiffs' allegations. Thus, the chance of Plaintiffs recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶20.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiffs from continued litigation. *See* Messrelian Decl., ¶21.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiffs, their attorneys, and the State of California. *See* Messrelian Decl., ¶22.

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

IV. TERMS AND PROCEDURES OF THE SETTLEMENT

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with respect to PAGA Members from October 31, 2022 through April 11, 2025, including Defendant's alleged failure to pay for all time worked, including minimum wages, straight time wages, and overtime compensation; failure to provide meal periods and pay meal period premiums; failure to authorize and permit rest periods and pay rest period premiums; failure to timely wages during employment; failure to pay all wages due to discharged and quitting employees; failure to provide accurate itemized wage statements; failure to maintain accurate records; failure to reimburse necessary expenditures; and violations of Wage Order No. 4. *See* Messrelian Decl., **Exhibit 2,** paragraph 23.

Defendant agrees to pay $100,000.00 toward the Settlement (the "Gross Settlement

Amount" or "GSA") which will be distributed as follows:

i. $33,333.33 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $11,845.71 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $3,450.00 in PAGA Settlement Administrator costs to the Settlement Administrators (ILYM).

iv. $51,370.96 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $38,528.22 (75% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $12,842.74 (25% of NSA) (the "PAGA Members Amount") to the PAGA Members which represents civil penalties payable to the PAGA Members as civil penalties that are allegedly owed in the Action for the period from October 31, 2022 through April 11, 2025. *See* Messrelian Decl., **Exhibit 2,** paragraph 38.

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in California during the Settlement Period. *See* Messrelian Decl., **Exhibit 2**, paragraph 45.

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 be reported on a federal form 1099. *See* Messrelian Decl., **Exhibit 2**, paragraph 45.

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 $33,333.33 in attorney fees and $11,845.71 in litigation costs is fair and reasonable.

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 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

California courts have the discretion to employ (or decline to employ) a "lodestar cross-check" on a request for a percentage of the fund award. *Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal. 5th 480, 505 ("*Laffitte*"). However, the California Supreme Court in *Laffitte* has now made clear that this cross-check is not required and approved one-third of the class action settlement fund as reasonable attorney fees as "[t]he percentage of the fund method survives in California class action cases...." *Id.* at 574. As other courts have acknowledged since *Laffitte,* "California courts routinely award attorneys' fees of one-third of the common fund." *Lopez v. Mgmt. & Training Corp.*, 2020 U.S. Dist. LEXIS 70029. The *Lopez* court explained that it need not "engage in a full-blown lodestar analysis when the primary basis remains the percentage method…" The lodestar calculation is merely a "useful perspective on the reasonableness of a given percentage award." *Id. See also Austin v. Foodliner, Inc.*, 2019 U.S. Dist. LEXIS 79638 ("Trial courts 'also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.'"[1] *Id.* (citing *Laffitte*)).

"[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.*

---

[1] The prohibition on citing unpublished California decisions (Cal. Rules of Court, rule 8.1115(a)) does not apply to unpublished decisions from the lower federal courts. (*Farm Raised Salmon Cases* (2008) 42 Cal.4th 1077, 1096, fn. 18 ["Citing unpublished federal opinions does not violate our rules."].) Like published decisions of the lower federal courts, unpublished decisions are not binding on us even on questions of federal law, but they are persuasive authority. (*Western Heritage Ins. Co. v. Frances Todd, Inc.* (2019) 33 Cal.App.5th 976, 989, fn. 6.)

(9th Cir. 1997) 129 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total fund amount).) This is also consistent with Plaintiff's Counsel's experience in wage and hour class and PAGA settlements. See Messrelian Decl., ¶26.

Should the Court elect to use Plaintiff's Counsel's lodestar as the method for awarding fees, notwithstanding courts' clear preference for the percentage method, Plaintiff's counsel's request for attorney's fees of $33,333.33 (33.33% of the Gross Settlement Amount) is fair and reasonable based on Plaintiff's counsel's lodestar as cross-checked against the percentage of the recovery. See Messrelian Decl., ¶27, 28. Plaintiff's counsel's previous experience in litigating wage and hour class actions and the caliber of opposing counsel also support the reasonableness of the fee request. See Messrelian Decl., ¶28, 29. The award of attorneys' fees sought is also justified by the contingency nature of the attorney-client relationship, the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved Employees. HM, ¶ 26-29.

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $1,491.88; lawsuit service fee of $125.00; PAGA initial filing fees of $150.00; expert data analysis fee of $800.00; mediation fee of $9,012.50; and miscellaneous filing fees of $266.33 for a total of $11,845.71. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶30.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See* Messrelian Decl., **Exhibit 2**, paragraph 62.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 2**, paragraph 27.

Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a. Establish and maintain a Qualified Settlement Fund ("QSF").

b. Calculate the Individual PAGA Payment each Aggrieved Employee is eligible to receive.

c. Print and mail the Settlement Cover Letter.

d. Print and issue and issue Settlement payment checks.

e. Conduct additional address searches for mailed Settlement Cover Letter and Settlement payment checks that are returned as undeliverable.

f. Field inquiries from Aggrieved Employees.

g. Prepare IRS 1099 Tax Forms and any other filings required by any governmental taxing authority.

h. Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

i. Provide a final accounting declaration confirming completion of the funding and distribution of the Gross Settlement Amount in accordance with the terms of this Agreement.

Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the Effective Date (the "Settlement Funding Due Date"), Defendant shall deposit the Gross Settlement Amount into the QSF established by the Settlement Administrator. If the Settlement Funding Due Date falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Settlement Administrator shall provide Defendant's Counsel and Plaintiffs' Counsel with a report detailing all payments to be made under the Settlement prior to disbursement of the Gross Settlement Amount.

Calculation of Individual PAGA Payments. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved Employees' Fund based upon the number of Eligible Pay

Periods that they worked. The Eligible Pay Periods are the number of pay periods that each Aggrieved Employee worked during the PAGA Period, as established by information provided by Defendant in the Aggrieved Employee List. The information provided by Defendant in the Aggrieved Employee List will be presumed to be correct. Each Aggrieved Employee will be credited with at least one (1) Eligible Pay Period.

A. To calculate each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator shall divide the number of Eligible Pay Periods an Aggrieved Employee is credited by the total aggregate number of Pay Periods credited to all Aggrieved Employees, and then multiply the resulting fraction amount by the Aggrieved Employees' Fund to arrive at each Aggrieved Employee's Individual PAGA Payment.

B. Aggrieved Employees will not be required to submit any claim form or other documentation to receive their Individual PAGA Payment.

C. One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties for tax purposes.

D. Aggrieved Employees may not opt out or object to the Settlement.

Delivery of the Aggrieved Employee List. No later than thirty (30) calendar days after the date on which the Court enters an order granting approval of the Settlement, Defendant will provide the Aggrieved Employee List to the Settlement Administrator. The Parties may stipulate to extend this deadline, subject to Court approval. Prior to mailing the Individual PAGA Payments and Settlement Cover Letters, the Settlement Administrator shall provide Plaintiffs' Counsel with an anonymized version of the Aggrieved Employee List that shall only disclose an identification number attributed to each Aggrieved Employee and their respective Pay Periods during the PAGA Period. Prior to mailing Settlement Cover Letters and Individual PAGA Letters, the Settlement Administration shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employee List to update and correct any known or identifiable address changes.

Distribution of Individual PAGA Payments. No later than fourteen (14) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall mail the Settlement Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail.

a. For each PAGA Settlement Package that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate an alternate updated address for the Aggrieved Employee by performing a skip trace within three (3) business days of receipt of the returned mail; the Settlement Administrator shall then attempt one (1) re-mailing of the PAGA Settlement Package. Further, any PAGA Settlement Package returned with a forwarding address to the Settlement Administrator shall be re-mailed to the forwarding address affixed thereto within three (3) business days.

b. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and, thereafter, shall be cancelled. If any Aggrieved Employee does not cash his or her Individual PAGA Payment check within 180 calendar days, the uncashed funds shall be sent to the Controller for the State of California to be held pursuant to California's Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Aggrieved Employees who did not cash their checks until such time that they claim their property.

Distribution of Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment. No later than fourteen (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall distribute payments for Attorneys' Fees and Costs to Plaintiffs' Counsel, Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

Final Distribution Report and Declaration by Settlement Administrator: Within 10 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defendant's Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Plaintiffs' Counsel and Defendant's Counsel, a signed compliance declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiffs' Counsel is responsible for filing the Settlement Administrator's compliance declaration with the Court.

See Messrelian Decl., **Exhibit 2**, paragraphs 43 through 49.

VIII. CONCLUSION

Plaintiffs respectfully request that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: October 6, 2025

By______________________

HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiffs

PROOF OF SERVICE BY E-MAIL
Estrada et al v. ABI Document Support Services, LLC
San Bernardino County Case No. CIVSB2402301

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 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **October 6, 2025,** I served the foregoing: **PLAINTIFFS' 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 the interested parties by placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California, and/or by following one of the methods of service as follows:

JACKSON LEWIS P.C.
Sheereen Javadizadeh,
Sheereen.Javadizadeh@jacksonlewis.com
Patricia Ann Matias
Patricia.Matias@jacksonlewis.com
Leo P. Norton
Leo.Norton@jacksonlewis.com
Attorneys for Defendant

(X) **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec 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 **October 6, 2025**, at Glendale, California.

Harout Messrelian