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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 MARIBEL ESTRADA, PASSION RENEE
13 WALLER;

14 Plaintiffs,

15 vs.

16 ABI DOCUMENT SUPPORT SERVICES,
17 LLC; and DOES 1 to 25, inclusive,

18 Defendants.

Case No.: CIVSB2402301

**[PROPOSED] ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

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;
2. Plaintiffs' 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 Plaintiffs Maribel Estrada and Passion Renee Waller ("Plaintiffs") for Approval of PAGA Settlement came before this Court on December 18, 2025 at 8:30am.

Plaintiffs' Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiffs' Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated October 31, 2023 (the "LWDA Letter"), on behalf of all current and former hourly paid, non-exempt employees of Defendants in the state of California at any time during the period from October 31, 2022 through April 11, 2025, 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, ADJUDGES, AND DECREES 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 Joint Stipulation of PAGA Settlement ("Settlement Agreement"), and each of the releases and other terms contained therein, as fair, just, reasonable, and adequate and the ;

3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiffs'

1 Complaint, including any and all known and unknown claims for civil penalties under the Private
2 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
4 State of California and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees, on behalf of the State of California, as to the PAGA Released Claims and Released Parties.
6 Furthermore, no individualized notice of entry of this Approval Order is required to be provided to the
7 Aggrieved Employees.

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

10 6. The Settlement Agreement is hereby incorporated into this Order on Unopposed
11 Motion for Approval of PAGA Settlement and Judgment;

12 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
13 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the "Gross Settlement Amount"). The
14 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
15 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
16 Settlement Amount will revert to Defendant. Plaintiffs' Counsel requests an award of attorney's fees of
17 Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33);
18 costs of Eleven Thousand Eight-Hundred Forty-Five Dollars and Seventy-One Cents (\$11,845.71).
19 The settlement administrator, IL YM Group, Inc. requests administration costs of Three Thousand Four-
20 Hundred Fifty Dollars and Zero Cents (\$3,450.00). Defendant does not oppose these requests. The
21 Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
22 payments, and directs the Settlement Administrator to make the above payments to payments from the
23 Gross Settlement Amount as follows:

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26 a. \$33,333.33 in attorney's fees to Messrelian Law Inc.;
27 b. \$11,845.71 in costs to Messrelian Law Inc.;
28 c. \$3,450.00 in administration costs to IL YM Group, Inc.

1 d. After deducting the foregoing payments, the estimated remainder of approximately
2 \$51,370.96 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
3 2699(i), the NSA will then be distributed 75 percent (\$38,528.22) to the LWDA, and the
4 remaining 25 percent (\$12,842.74) to the Aggrieved Employees on a pro rata basis, as set forth
5 in 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 8. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
10 LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this Order
11 and Judgment is required to be provided to Aggrieved Employees.

12 9. Judgment is hereby entered on the settlement as to all parties and all causes of action.

13 10. The Court reserves exclusive and continuing jurisdiction over the Action and the
14 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
15 enforcement, construction, administration, and interpretation of the Settlement Agreement.
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18 **IT IS SO ORDERED. JUDGMENT SHALL BE ENTERED ACCORDINGLY.**
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HON. JEFFREY R. ERICKSON
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