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By: K. Mason Deputy

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BRENDA ROMERO ARAGON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

BRENDA ROMERO ARAGON, Plaintiff, vs. SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS; and DOES 1 to 25, inclusive, Defendant.	Case No.: 24STCV03746 **JOINT STIPULATION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE; ~~[PROPOSED]~~ ORDER** [Filed Concurrently with the Declaration of Harout Messrelian] Department 513, Hon. Robert B. Broadbelt III

INTRODUCTION/FAIRNESS OF SETTLEMENT

1. Plaintiff, BRENDA ROMERO ARAGON ("Plaintiff"), and Defendant, SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS; and DOES 1 to 25, inclusive (collectively "the CONFERENCE" or "Defendant") have reached a proposed PAGA settlement to settle the above-captioned action (the "Action") between Plaintiff and all alleged aggrieved employees for all PAGA penalties alleged in the Action against Defendant. Plaintiff and Defendant are collectively referred to as "Parties." The Parties have memorialized the terms of

this proposed PAGA settlement in a PAGA Settlement Agreement (the "Settlement Agreement"). By and through this Joint Stipulation for Approval of PAGA Settlement and Release ("Joint Stipulation"), and pursuant to California Labor Code § 2699(l), along with the Declaration of Harout Messrelian (being concurrently filed), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement. Plaintiff and Defendant are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The terms in this stipulation are intended to be consistent with the express terms in the Settlement Agreement; the terms in the Settlement Agreement control.

2. Defendant adamantly denies any liability or wrongdoing of any kind whatsoever associated with the Action, and further denies that, for any purpose other than settling the Action, the Action is appropriate for representative treatment. 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 the Action.

3. The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. *See* Declaration of Harout Messrelian, ¶¶9,10. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. *See* Declaration of Harout Messrelian, ¶¶9,10. 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 Stipulation are fair, reasonable and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most businesses are struggling to remain afloat, much less prosper and make

a large profit. *See* Declaration of Harout Messrelian, ¶¶9-23.

TERMS AND PROCEDURES OF THE SETTLEMENT

4. The Settlement covers any and all civil penalties claims arising from Plaintiff's allegations in her Complaint as provided in the Settlement Agreement.

5. "Aggrieved Employees" means and includes all persons employed by the CONFERENCE as a non-exempt employee at any time during the period from December 11, 2022 through the date of judgment. Aggrieved Employees are not eligible to opt out of the Settlement Agreement.

6. Defendant agrees to pay $300,000.00 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed by Defendant as follows:

a. $100,000.00 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.;

b. $10,488.50 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

c. $6,000.00 in PAGA Settlement Administrator costs to the Settlement Administrator (Apex);

d. $183,511.50 (the "Net Settlement Amount" or "NSA") will be divided as follows:

i. $137,633.62 (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

ii. $45,877.88 (25% of NSA) (the "Aggrieved Employees Settlement Proceeds") to the Aggrieved Employees, which represents civil penalties payable to the Aggrieved Employees as compensation for civil penalties that are allegedly owed on the Representative PAGA Claim for the period from December 11, 2022 through the date of judgment.

See Declaration of Harout Messrelian, ¶23, Settlement Agreement, paragraphs 28, 29, 30, 31, 32.

7. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($45,877.88) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. *See generally* Settlement Agreement, paragraph 32(b), 44.

PAGA SETTLEMENT ADMINISTRATION

8. The Parties agree to use Apex Class Action Administration to handle the administration of this Settlement. *See* Messrelian Decl., ¶ 28, Settlement Agreement, paragraph 26.

9. Delivery of the Aggrieved Employee Information. Within fourteen (14) calendar days of entry of the Court's Order Granting Settlement Approval, Defendant will provide the Aggrieved Employee Information List to the Settlement Administrator. Settlement Agreement, paragraph 35. Within ten (10) days after the Settlement Administrator receives the list of Aggrieved Employees from Defendant, the Settlement Administrator will mail a Notice of PAGA Settlement to all Aggrieved Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the list. Settlement Agreement, paragraph 37.

Funding of Gross Settlement Amount. Defendant will make a single payment of $300,000.00 into the QSF, which the Settlement Administrator will manage and establish, within thirty (30) days of the Effective Date. The Gross Settlement Amount will be used to pay: (a) the Attorneys' Fees and Costs to Plaintiff's Counsel; (b) the Settlement Administration Costs to the Settlement Administrator; (c) The LWDA Payment to the LWDA; and (d) the PAGA Payment to be distributed among all Aggrieved Employees. Settlement Agreement, paragraph 28. To facilitate the funding of the QSF for distribution as detailed above, Defendant will make a single payment of the Gross Settlement Amount of $300,000.00 into the QSF, which the Settlement Administrator will manage and establish, within thirty (30) days of the Effective Date. The Settlement Administrator will notify Defendant's counsel of the account information to which Defendant will wire or otherwise provide payment into the QSF to fund the Gross Settlement Amount. Upon establishing the QSF, the Settlement Administrator will maintain the fund through Settlement approval and settlement administration. Settlement Agreement, paragraph 34.

10. Distribution and Timing of Payments. Within thirty (30) days after Defendant has fully funded the QSF with the Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) all Aggrieved Employees, including any Aggrieved Employee whose Notice of PAGA Settlement was returned as undeliverable; (b) Plaintiff's Counsel; and (c) the LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. The Settlement Administrator will pay the Individual PAGA Payments from the PAGA Payment, or the twenty-five percent (25%) portion of the Net Settlement Amount ($45,877.88), to all Aggrieved Employees. The Settlement Administrator will submit these payments by sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the list of Aggrieved Employees' names and

addresses provided by Defendant, or as subsequently determined by the Settlement Administrator to be correct. Settlement Agreement, paragraph 39.

11. Uncashed or Returned Checks. Aggrieved Employees will receive checks for their Individual PAGA Payments. Checks will remain negotiable for one hundred eighty (180) calendar days ("Check-Cashing Deadline"). Any check not cashed within one hundred eighty (180) calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the 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. No later than ten (10) calendar days after the expiration of the 180-day period, the Settlement Administrator shall deposit the total amounts contained in the settlement checks to the Controller of the State of California. Settlement Agreement, paragraph 40.

RELEASED CLAIMS

12. Release by Aggrieved Employees: All Aggrieved Employees are deemed to fully and finally release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action, including and all claims for PAGA penalties involving any alleged unpaid wages, including but not limited to failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; and failure to

pay all wages during employment and upon termination, including but not limited to claims for PAGA civil penalties arising from California Labor Code sections 201, 202, 203, 204, 204b, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, and 2699.3; and attorneys' fees and costs.

13. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

CONCLUSION

14. The Parties respectfully request the Court grant this Stipulation and enter the mutually agreed-upon [Proposed] Order which is filed concurrently herewith.

Respectfully Submitted,

Dated: July 8, 2026 **MESSRELIAN LAW INC.**

By__/s/_____
Harout Messrelian, Esq.
Attorneys for Plaintiff,
BRENDA ROMERO ARAGON

Dated: July 8, 2026 **VARNER & BRANDT LLP**

By___/s/_____
Richard Marca, Esq.
Matthew Neufeld, Esq.
Attorneys for Defendant, SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS

~~[PROPOSED]~~ ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Stipulation for Approval of Settlement under PAGA was read and considered by this Court.

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 initial letter to the Labor Workforce and Development Agency ("LWDA") dated November 29, 2023 ("LWDA Notice"), on behalf of all current and former non-exempt employees of Defendant from December 11, 2022 (one year and 65 days before Plaintiff's Complaint was filed), through the date of judgment.

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, acting on behalf of herself and the State of California, by operation of this Order 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 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.,* that arise.

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

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

6. Under the Settlement Agreement, Defendant SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS agrees to pay an all-in gross amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of One Hundred Thousand Dollars and Zero Cents ($100,000); costs of Ten Thousand Four Hundred Eighty-Eight Dollars and Fifty Cents ($10,488.50). The settlement administrator, Apex Class Action Administration requests administration costs of Six Thousand Dollars and Zero Cents ($6,000.00). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

a. $100,000.00 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.;
b. $10,488.50 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.;
c. $6,000.00 in PAGA Settlement Administrator costs to the Settlement Administrators (Apex Class Action Administration); and

d. After deducting the foregoing payments, the estimated remainder of approximately $183,511.50 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent ($137,633.62) to the LWDA, and the remaining 25 percent ($45,877.88) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

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

8. All remaining hearings in Dept. 513 are advanced and vacated.

9. Plaintiff shall give notice of this order.

IT IS SO ORDERED.

Robert B. Broadbelt

Robert B. Broadbelt / Judge

Honorable Robert B. Broadbelt III
Judge of the Los Angeles Superior Court