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

10 **FOR THE COUNTY OF LOS ANGELES**

11 NORMA GAMEZ,

12 Plaintiff,

13 vs.

14 YUM YUM DONUT SHOPS, INC. and  
15 DOES 1 to 25, inclusive,

16 Defendants.

Case No.: 24STCV05324

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

Action filed: 3/4/24

Date: 6/17/2025

Time: 9:15am

Dept: 15

Reservation ID:

217074412353

Department: 15, Hon. Richard L.  
Fruin

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

1  
2 TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:  
3 PLEASE TAKE NOTICE THAT on June 17, 2025 at 9:15 a.m., or as soon thereafter as the  
4 matter may be heard in Department 15 of the above-entitled Court, located at 111 N. Hill  
5 Street, Los Angeles, California 90012, Plaintiff Norma Gamez ("Plaintiff") will and hereby  
6 does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving  
7 the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq.,  
8 settlement agreement between Plaintiff and Defendant Yum Yum Donut Shops, Inc. (hereinafter  
9 "Defendant" or "Yum Yum") (collectively, "the Parties")

10 This Motion is based on this Notice, the attached Memorandum of Points and Authorities;  
11 the concurrently-filed Declaration of Harout Messreljan, the papers and pleadings on file in this  
12 action, any and such other evidence and oral argument as may be presented in connection with  
13 the hearing on this Motion.

14 Respectfully Submitted,

15 MESSRELJIAN LAW INC.

16  
17 DATED: May 22, 2025

18 By   
19 Harout Messreljan, Esq.  
20 Attorneys for Plaintiff  
21 NORMA GAMEZ  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff and Defendant have reached an agreement to settle the above-captioned action  
4 (the “Action”). Plaintiff and Defendants are collectively referred to as the “Parties” and any one  
5 of them individually may be referred to as a “Party.” The Parties have memorialized the terms  
6 of this settlement in a PAGA Settlement Agreement (the “Settlement Agreement”). Attached as  
7 **Exhibit 1** to the Declaration of Harout Messrelian (“Messrelian Decl.”) is a true and accurate  
8 copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved  
9 employees covered by the Settlement Agreement, being Plaintiff and all current and former non-  
10 exempt employees of Defendants in the State of California from December 20, 2022 through  
11 Court approval (“PAGA Members”), with their payment. By this Motion and pursuant to  
12 California Labor Code § 2699(I), Plaintiff seeks an order permitting settlement on the terms  
13 outlined in the Settlement Agreement.

14 **II. ALLEGATIONS AND INVESTIGATION**

15 Defendant is in the food industry and owns and operates donut shops throughout  
16 California. Plaintiff Norma Gamez was classified as a non-exempt, hourly employee and worked  
17 for Defendant from approximately 2016 through December 2023 as a cashier and food  
18 preparation. *See* Messrelian Decl., ¶4.

19 Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under  
20 the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”).  
21 On December 20, 2023, Plaintiff on behalf of herself and Defendant’s California non-exempt  
22 employees (hereafter collectively the “Aggrieved Employees”) gave written notice by electronic  
23 service to the California Labor and Workforce Development Agency (“LWDA”) and via  
24 certified mail to Defendant of their claims against Defendant. In her notice to the LWDA,  
25 Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to  
26 compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197,  
27 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide  
28 rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections

1 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204);  
2 (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to  
3 keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8) failed to pay  
4 wages at the end of employment (Labor Code section 203); (9) failed to reimbursement business  
5 expenses (Labor Code section 2802); (10) failed to provide tips, and claims under Industrial  
6 Welfare Commission Wage Orders 5-2001. Plaintiff filed her initial lawsuit on March 4, 2024,  
7 in the Superior Court for the State of California, County of Los Angeles, Case No.  
8 24STCV05324, with one cause of action for PAGA penalties based on the theories as outlined  
9 in the PAGA letter. *See Messrelian Decl.*, ¶5.

10 Through informal discovery, Defendant produced records and represented that it  
11 employed approximately 1322 employees falling within Plaintiff's Aggrieved Employees  
12 definition for the period from December 20, 2022 (one year before Plaintiff's LWDA PAGA  
13 notice) through January 16, 2025, and that there are paychecks issued for a total of  
14 approximately 66,796 pay periods worked for that same time period. *See Messrelian Decl.*, ¶6.

15 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees  
16 employed on or after December 20, 2022 through the date of Court approval of the PAGA  
17 Settlement. *See Messrelian Decl.*, ¶7.

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

22 The parties attended a full-day mediation with experienced mediator Laurie Quigley  
23 Saldana on January 16, 2025, and settled the matter. Before agreeing to the terms of the  
24 Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices,  
25 operations, time and payroll information and other topics. Prior to negotiation, Defendant  
26 produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and  
27 payroll records for 1297 aggrieved employees falling within Plaintiff's Aggrieved Employees  
28 definition and during the applicable PAGA period. Through extensive arm's length negotiations

1 and only after discovery and investigation were performed, the Parties agreed to settlement  
2 terms. Attached as **Exhibit 1** is a true and accurate copy of the PAGA “Stipulation of Settlement  
3 and Release” (hereinafter “Settlement Agreement”) along with the notice that will be sent, with  
4 payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above,  
5 the Parties negotiated the PAGA claims through arms-length negotiation during a private  
6 mediation, and only after sufficient discovery was completed, including data being sent to  
7 Plaintiff’s data expert for analysis/review. *See* Messrelian Decl., ¶9.

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

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

### 23 **III. FAIRNESS OF THE SETTLEMENT**

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

27 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members  
28 were not provided meal and rest breaks under the law. *See* Messrelian Decl., ¶12.

1 Plaintiff contends that the civil penalty statutes applicable to the Action arise from  
2 violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7,  
3 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor  
4 Code violation may be awarded a sum of money for each pay period in which he or she was  
5 underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil  
6 penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See Messrelian Decl.*, ¶13.

7 As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis  
8 revealed a very slight shift violation rate of .7% for short, late, or no meal breaks for shifts that  
9 were 5 hours or greater. The data revealed that 95.8% of shifts in the sample were 5 hours or  
10 greater. As such, we are dealing with alleged violations covering 63,991 pay periods [66,796  
11 pay periods x 95.8%]. If you extrapolate the .7% shift violation rate, it amounts to 7.3% of pay  
12 periods having at least one meal period violation. As such, the maximum exposure for meal  
13 period violations in the PAGA period, which Plaintiff understands Defendant disputes, would  
14 be **\$233,550**, which is calculated as follows: 63,991 pay periods x 7.3% equals 4,671 affected  
15 pay periods; 4,671 pay periods x \$50/pay period (civil penalty) amounts to \$233,550 in  
16 exposure. The latter exposure calculation does not take into account the fact that Defendant paid  
17 meal period premiums during the PAGA period. *See Messrelian Decl.*, ¶14.

18 As it relates to Plaintiff's argument for rest break violations, Plaintiff extrapolated the  
19 meal break violation and used it for the rest break analysis. The data revealed that 98.6% of  
20 shifts in the sample were 3.5 hours or greater. As such, we are dealing with alleged violations  
21 covering 65,861 pay periods [66,796 pay periods x 98.6%]. If you extrapolate the .7% shift  
22 violation rate for meal periods discussed above, which Plaintiff recognizes Defendant disputes,  
23 it amounts to 7.3% of pay periods having at least one rest period violation. As such, the  
24 maximum exposure for rest period violations in the PAGA period would be **\$480,800**, which is  
25 calculated as follows: 65,861 pay periods x 7.3% equals 4,808 affected pay periods; 4,808 pay  
26 periods x \$100/pay period (civil penalty) amounts to \$480,800 in exposure. The latter exposure  
27 calculation does not take into account the fact that there was no evidence on paper of rest period  
28 violations since rest periods were not tracked by Defendant's timekeeping system – nor does the

1 law require tracking – as is common for most businesses in California. *See* Messrelian Decl.,  
2 ¶15.

3 As it relates to Plaintiff's other claims, there would be substantial issues with proof. As  
4 it relates to Plaintiff's claims for rounding, Plaintiff's expert found no evidence of rounding in  
5 the sample, with hours being paid to the second decimal point. In terms of any potential regular  
6 rate issue as it relates to overtime or meal/rest period premiums based on bonuses made, while  
7 bonuses were seen in the data, they were argued to be discretionary bonuses paid to managers.  
8 As it relates to straight overtime issues, the data showed that overtime hours were paid correctly  
9 when employees did in fact work overtime. Regardless, per the data, the average hours worked  
10 per day was 7.6 hours, which is less than the 8-hour overtime threshold for daily overtime. As  
11 it relates to Plaintiff's claim of business expense reimbursement, Defendant argued that cell  
12 phones were not required for work purposes and that portions of the uniform were provided by  
13 Defendant and any other articles of clothing that were worn by aggrieved employees were not  
14 of a specific or distinctive design and could be worn outside of work as well. Plaintiff's claim  
15 for failure to pay tips would also likely fail based on a company policy prohibiting tips from  
16 being collected in the first place. Plaintiff's other claims are derivative claims for violations of  
17 Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or  
18 at the end of employment as well as not receiving accurate, itemized wage statements would not  
19 be triggered since meal and rest period violations do not trigger these derivative claims. *See*  
20 Messrelian Decl., ¶16.

21 Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed  
22 claims, which again Plaintiff understands Defendant disputes, would be **\$714,350**. Assuming  
23 that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the  
24 Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based  
25 on the above analysis, a gross settlement in the amount of \$398,000 is a very strong result,  
26 especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶17.

27 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple  
28 PAGA penalties for the same violation for the same pay period under different Labor Code

1 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to “stack” civil  
2 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded  
3 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of  
4 Plaintiff’s allegations in the operative Complaint. *See* Messrelian Decl., ¶18.

5 PAGA states a court has discretion to award a lesser amount than the maximum  
6 penalty. *See Lab. Code* § 2699(e)(2) (“...a court may award a lesser amount than the maximum  
7 civil penalty amount specified by this part if, based on the facts and circumstances of the  
8 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,  
9 or confiscatory.”); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203  
10 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could  
11 reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff’s evidence of  
12 willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504  
13 (“*Carrington*”) illustrates this. In that case, the Court of Appeal affirmed a trial court’s heavily  
14 discounted award of only \$5 per violation because it was within the Court’s discretion to  
15 significantly reduce PAGA penalties even when there is a finding that a violation of the  
16 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of  
17 \$70 million and was successful in proving the PAGA claim during a bench trial. However, the  
18 trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated  
19 that this reduction was warranted because imposing the maximum penalty would be “unjust,  
20 arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with meal break  
21 obligations and because the Court found the violations were minimal. Applying the same formula  
22 here and assuming there was one violation during each pay period, the award of civil penalties  
23 could not exceed \$333,980 in PAGA penalties (66,796 violations x \$5). As such, this Settlement  
24 is a great result based solely on the risk the Court chooses to apply the *Carrington* formula.  
25 Defendant has also posed formidable defenses to the Labor Code claims underlying Plaintiff’s  
26 allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement  
27 Amount is uncertain. *See* Messrelian Decl., ¶19.

28 The Parties further recognize that the issues presented in the Action are likely only to be

1 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will  
2 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the  
3 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*  
4 *Messrelian Decl.*, ¶20.

5 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,  
6 her attorneys, and the State of California. *See Messrelian Decl.*, ¶21.

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

#### 17 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

18 The Settlement Agreement covers all claims against the Released Parties (as defined in  
19 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA  
20 that were asserted or could reasonably have been asserted based on the facts alleged or that could  
21 have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA with  
22 respect to PAGA Members from December 20, 2022 through Court Approval, including  
23 Defendant's alleged failure to pay for all time worked, including minimum wages, straight time  
24 wages, and overtime compensation; failure to provide meal periods and pay meal period  
25 premiums; failure to authorize and permit rest periods and pay rest period premiums; failure to  
26 timely wages during employment; failure to pay all wages due to discharged and quitting  
27 employees; failure to provide accurate itemized wage statements; failure to maintain accurate  
28 records; failure to reimburse necessary expenditures; failure to provide tips; violations of

1 California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226(a), 226.3, 226.7, 351, 353,  
2 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and  
3 violations of Wage Order No. 5. *See* Messrelian Decl., **Exhibit 1**, pages 3-4, paragraph 2(a).

4 Defendant agrees to pay \$398,000.00 toward the Settlement (the “Gross Settlement  
5 Amount” or “GSA”) which will be distributed as follows:

- 6 i. \$139,300 (35% of the GSA) in attorneys’ fees to Harout Messrelian, Esq. of  
7 Messrelian Law Inc.
- 8 ii. \$6,466.48 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian  
9 Law Inc.
- 10 iii. \$9,250.00 in PAGA Settlement Administrator costs to the Settlement  
11 Administrators (Apex).
- 12 iv. \$242,983.52 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
  - 13 a. \$182,237.64 (75% of “NSA”) to the LWDA, which represents civil  
14 penalties payable to the LWDA under the Labor Code Private Attorneys  
15 General Act (“PAGA”), Labor Code section 2698, *et seq.*; and
  - 16 b. \$60,745.88 (25% of NSA) (the “PAGA Members Amount”) to the PAGA  
17 Members which represents civil penalties payable to the PAGA Members  
18 as civil penalties that are allegedly owed in the Action for the period from  
19 December 20, 2022 through Court approval. *See* Messrelian Decl.,  
20 **Exhibit 1**, page 4, paragraph 3(c).

21 Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount  
22 in proportion to the number of pay periods employed in California during the Settlement Period.  
23 *See* Messrelian Decl., **Exhibit 1**, page 5, paragraph 4(c).

24 For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved  
25 Employee Settlement Award shall be considered to be a civil penalty and shall be reported on a  
26 federal form 1099. *See* Messrelian Decl., **Exhibit 1**, pages 5-6, paragraph 4(c).

27 **V. THE PROPOSED FEE AMOUNT FOR ATTORNEY’S FEES AND COST**  
28 **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**

1 **AND SHOULD BE APPROVED**

2 Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's  
3 request for \$139,300.00 in attorney fees and \$6,466.48 in litigation costs is fair and reasonable.  
4 "Empirical studies show that, regardless of whether the percentage method or the lodestar method  
5 is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*  
6 *Inc.* (2008) 162 Cal.App.4<sup>th</sup> 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*  
7 *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug.  
8 11, 2016) 1 Cal.5<sup>th</sup> 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method  
9 for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience  
10 in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved  
11 a strong result for the PAGA Members and the State while bearing the substantial burdens of  
12 contingency representation. *See Messrelian Decl.*, ¶¶25-26.

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

22 The litigation costs expended to aid in the representation of the PAGA Members  
23 include the following: lawsuit filing fee of \$454.22; lawsuit service fee of \$80.00; PAGA initial  
24 filing fees of \$75.00; expert data analysis fee of \$850.00; mediation fee of \$5,000.00; and  
25 miscellaneous filing fees of \$7.26 for a total of \$6,466.48. All of these costs are documented  
26 and reasonably incurred *See Messrelian Decl.*, ¶27.

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

28 This Settlement represents a compromise and settlement of highly disputed claims. The

1 Parties expressly recognize that the making of this agreement does not in any way constitute an  
2 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*  
3 Messrelan Decl., **Exhibit 1**, page 9, paragraph 11.

4 **VII. PAGA SETTLEMENT ADMINISTRATION**

5 The Parties agree to use Apex Class Action Administrators to handle the administration  
6 of this Settlement. *See* Messrelan Decl., **Exhibit 1**, page 6, paragraph 6.

7 **Distribution of the Gross Settlement Amount**

- 8 a. Defendant agrees to provide the Settlement Administrator, within 20 calendar  
9 days of the Effective Date of the PAGA Settlement Agreement, a database  
10 containing the following information: (1) the full name, and last known address  
11 and full social security number of all PAGA Members; and (2) the information  
12 necessary to determine the settlement allocation to each PAGA Member,  
13 including without limitation, the total number of Pay Periods worked by each  
14 PAGA Member during the PAGA Period.
- 15 b. Upon receipt of this information, the Settlement Administrator shall: (i) run the  
16 names of all PAGA Members through the National Change of Address (“NCOA”)  
17 database to determine any updated addresses for PAGA Members; and (ii) update  
18 the addresses of any PAGA Member for whom an updated address was found  
19 through the NCOA search.
- 20 c. No later than 30 calendar days from receipt of the Gross Settlement Amount and  
21 database described in this section, the Settlement Administrator shall mail the  
22 Settlement Packet (comprised of the Notice of Settlement Award and individual  
23 settlement amount to the respective PAGA Member) to each PAGA Member at  
24 his or her last known address or at the updated address found through the NCOA  
25 search and retain proof of mailing.
- 26 d. Any Settlement Packets returned to the Settlement Administrator as undelivered  
27 shall be re-mailed to the forwarding address affixed thereto. If no forwarding  
28 address is provided, the Settlement Administrator shall make reasonable efforts,  
including utilizing a “skip trace,” to obtain an updated mailing address within five  
(5) business days of receiving the returned Settlement Packet. If an updated  
mailing address is identified, the Settlement Administrator shall resend the  
Settlement Packet to the PAGA Member promptly, and in any event within three  
(3) business days of obtaining the updated address.
- e. A PAGA Member must cash his or her individual settlement payment check  
within 180 calendar days after it is mailed to him or her. If a check is returned to  
the Settlement Administrator, the Settlement Administrator will make all  
reasonable efforts to re-mail it to the PAGA Member at his or her correct address.  
If any PAGA Member’s individual settlement payment check is not cashed within

120 days of its initial issuance to the PAGA Member, the Settlement Administrator will send the PAGA Member a postcard, dated 120 days from the initial mailing, informing him or her that, unless the check is cashed within 60 days of the date of this postcard, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the PAGA Member. The Settlement Administrator will then transmit said funds to the State of California State Controller's Office Unclaimed Property Fund, in the PAGA Member's name to be held as unclaimed property for the PAGA Member. In such event, the PAGA Member will nevertheless remain bound by the Settlement Agreement and the releases contained herein.

See Messrelian Decl., **Exhibit 1**, pages 6-8, paragraph 8.

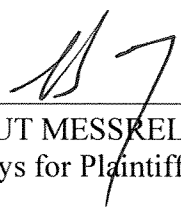
**VIII. CONCLUSION**

Plaintiff respectfully requests that the Court grant this Motion.

Respectfully Submitted,

**MESSRELIAN LAW INC.**

DATED: May 22, 2025

By   
HAROUT MESSRELIAN, ESQ.  
Attorneys for Plaintiff

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**PROOF OF SERVICE BY E-MAIL**

*Gamez v. Yum Yum Donut Shops, Inc.*

*Los Angeles County Case No. 24STCV05324*

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 500 N. Central Ave., Suite 840, Glendale, California 91203.

On **May 22, 2025**, I served the foregoing: **PLAINTIFF'S 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 UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** 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:

LITTLER MENDELSON PC

Jacob Lahana

JLahana@littler.com

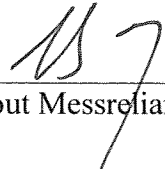
Janel Ablon

JAblon@littler.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 **May 22, 2025**, at Glendale, California.

  
\_\_\_\_\_  
Harout Messrelia



# Make a Reservation

NORMA GAMEZ vs YUM YUM DONUT SHOPS, INC.

Case Number: 24STCV05324    Case Type: Civil Unlimited    Category: Other Employment Complaint Case  
Date Filed: 2024-03-04    Location: Stanley Mosk Courthouse - Department 15

## Reservation

|                                              |                                         |
|----------------------------------------------|-----------------------------------------|
| Case Name:                                   | Case Number:                            |
| NORMA GAMEZ vs YUM YUM DONUT SHOPS, INC.     | 24STCV05324                             |
| Type:                                        | Status:                                 |
| Motion for Order (Approving PAGA Settlement) | RESERVED                                |
| Filing Party:                                | Location:                               |
| Norma Gamez (Plaintiff)                      | Stanley Mosk Courthouse - Department 15 |
| Date/Time:                                   | Number of Motions:                      |
| 06/17/2025 9:15 AM                           | 1                                       |
| Reservation ID:                              | Confirmation Code:                      |
| 217074412353                                 | CR-KQQ3YSED5UXU8MTNZ                    |

## Fees

| Description                       | Fee  | Qty | Amount |
|-----------------------------------|------|-----|--------|
| Motion for Order (name extension) | 0.00 | 1   | 0.00   |
| TOTAL                             |      |     | \$0.00 |

## Payment

|                 |                |
|-----------------|----------------|
| Amount:         | Type:          |
| \$0.00          | NOFEE          |
| Account Number: | Authorization: |
| n/a             | n/a            |
| Payment Date:   |                |
| n/a             |                |

- [Print Receipt](#)
- [Reserve Another Hearing](#)
- [View My Reservations](#)