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Attorneys for Plaintiff,

EMANUEL POLO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

**(UNLIMITED JURISDICTION)**

EMANUEL POLO, on behalf of himself,  
and as an “aggrieved employee” on behalf  
of other similarly situated “aggrieved  
employees” under the Labor Code Private  
Attorneys General Act of 2004,

*Plaintiff,*

vs.

MSH ENTERPRISES, LLC, a California  
limited liability company; MARCOS  
SALIM HEREDIA, an individual; and  
DOES 1 to 25, inclusive,

*Defendant(s).*

Case No.: 30-2024-01383903-CU-OE-CXC

**[PROPOSED] ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

*Assigned for All Purposes to  
Hon. Randall J. Sherman, Department CX105*

Action filed: 03/05/2024

Hearing Date: 07/25/2025

Hearing Time: 10:00 a.m.

Hearing Dept: CX105

**Reservation Number: 74527503**

1 The Court having considered Plaintiff's Notice of Motion and Motion to Approve PAGA  
2 Settlement Agreement ("Motion"), the supporting declaration and exhibits thereto, all papers filed  
3 and proceedings had herein, and the absence of any objections received from the Labor &  
4 Workforce Development Agency ("LWDA") regarding the proposed Settlement, and having  
5 reviewed the record in the Action, and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Order and Judgment, refers to all defined terms as  
8 set forth in the PAGA Settlement Agreement ("Settlement") attached as Exhibit "1" to the  
9 Declaration Maralle Messrelan In Support of the foregoing Motion.

10 2. The Settlement is hereby accepted and approved;

11 3. Plaintiff and all PAGA Settlement Group Members shall have, by operation of this  
12 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the  
13 Released Parties from all Released Claims as follows:

14 **"Aggrieved Employees"** means all individuals who are, or were, employed by  
15 Defendants as non-exempt employees in California during the PAGA Period.

16 **"PAGA Period"** means the period of time December 18, 2022 through February 20, 2025.

17 **"Released Parties"** means Defendant and all of Defendant's former and present  
18 directors, officers, subsidiaries, affiliates, shareholders, owners, members, attorneys, insurers,  
agents, predecessors, successors, and assigns, including but not limited to Marcos Salim  
Heredia.

19 **"Released PAGA Claims"** means any and all claims for civil penalties that could have  
20 been assessed upon and collected from the Released Parties under PAGA during the PAGA  
21 Period, based on the factual allegations in the Complaint, including, but not limited to (1) failure  
22 to pay all wages earned for all hours worked in violation of Labor Code sections 510, 1194, 1197,  
23 1198, and all applicable IWC Wage Orders; (2) failure to provide rest breaks in violation of Labor  
24 Code sections 226.7 and 1198, and all applicable IWC Wage Orders; (3) failure to provide meal  
25 periods in violation of Labor Code sections 226.7, 512, 1198, and all applicable IWC Wage  
26 Orders; (4) failure to indemnify business expenditures in violation of Labor Code sections 1198  
27 and 2802, as well as all applicable IWC Wage Orders; (5) failure to provide accurate itemized  
28 wage statements in violation of Labor Code section 226; (6) failure to pay wages when  
employment ends in violation of Labor Code sections 201-203; (7) failure to pay wages owed  
every pay period in violation of Labor Code section 204; (8) failure to provide personnel records  
in violation of Labor Code section 1198.5; (9) failure to provide pay records in violation of Labor  
Code Section 226; (10) civil penalties pursuant to California's Private Attorneys General Act of  
2004 (Labor Code section 2698, et seq.); and (11) violations of California's Unfair Competition  
Law (Bus. & Prof. Code, §§ 17200-17210).

1           4. The Parties shall bear their own respective attorneys' fees and costs, except as  
2 otherwise provided for in the Settlement and approved by the Court.

3           5. The Settlement is not an admission by Defendant as defined below, nor is this  
4 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither  
5 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out  
6 the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or  
7 liability whatsoever by or against Defendant

8           6. Defendant shall pay the Aggrieved Employees, Plaintiff, Plaintiff's Counsel, the  
9 LWDA, and the Settlement Administrator pursuant to the terms of the Settlement:

- 10           a. A PAGA Representative Enhancement Payment of \$10,000 to Plaintiff;  
11           b. Actual administration costs of \$2,750.00 payable to the Settlement Administrator,  
12           Simpluris, Inc., for administration of the Settlement;  
13           c. Attorneys' fees to Plaintiff's Counsel in the total maximum amount of \$23,333.33;  
14           d. Reimbursement for actual expenses incurred by Plaintiff's Counsel in the amount  
15           of \$6,790.53; and  
16           e. After deducting the foregoing payments, the estimated remainder of approximately  
17           \$27,126.14 shall form the Net Settlement Amount. Pursuant to Labor Code section  
18           2699(i), the Net Settlement Amount will then be distributed 75 percent  
19           (\$20,344.60) to the LWDA, and the remaining 25 percent (\$6,781.53) to the  
20           Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.  
21           The Court approves these payments, and directs the Settlement Administrator to  
22           issue checks to the LWDA and Aggrieved Employees, along with the Notice of  
23           PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry  
24           out its duties as set forth in the Settlement Agreement.

25           7. The Court hereby confirms Maralle Messrelian of MM Law, APC as PAGA  
26 Counsel.

27           8. The Court finds that the fees requested by Plaintiff's Counsel of \$23,333.33  
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(1/3 of the Gross Settlement Amount) are reasonable, and the costs requested of \$6,790.53 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorneys' fees in the amount of \$23,333.33 and costs in the amount of \$6,790.53 to Plaintiff's Counsel for their current attorneys' costs. The payment of fees and costs to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

9. The Court approves of the proposed letter attached as Exhibit "A" to the Settlement Agreement (attached as Exhibit 1 to the Declaration of Maralle Messrelian) to be sent to the Aggrieved Employees along with their respective settlement check.

10. This action is dismissed with prejudice.

11. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten calendar days after entry of the Order and Judgment.

12. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action, the Parties, and the Aggrieved Employees to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

13. The Court sets a Final Report Hearing status conference re: final accounting for March 2, 2026 at 10:00 a.m. At least 16 calendar days prior to the hearing, Plaintiff shall submit a final report including the actual amounts paid to Aggrieved Employees, the other amounts distributed under the Settlement, and the amounts tendered to the California State Controller's Office for Unclaimed Property Division.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**HON. RANDALL J. SHERMAN**  
**JUDGE OF THE SUPERIOR COURT**