

6 Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
7 Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
8 MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
9 Telephone: (818) 609-0807
Facsimile: (818) 609-0892

11 Attorneys for Plaintiff,
12 CHARLES POIRIER on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

16 CHARLES POIRIER, individuals, on behalf
of himself, all aggrieved employees, and the
17 State of California as a Private Attorneys
General,

Plaintiff,

20 | vs.

22 D.G. SMITH ENTERPRISES, INC., a
California corporation, and DOES 1-50,
23 inclusive,

Defendant.

Case No.: 24CV006496

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

FILED
Superior Court of California
County of Sacramento
12/17/2025
V. Aleman, Deputy

1 **~~PROPOSED~~ ORDER**

2 The Court has received and considered the PAGA Settlement Agreement (“Settlement
3 Agreement”) entered into between Plaintiff CHARLES POIRIER, an individual, on behalf of the
4 State of California as a private attorney general under the California Labor Code Private Attorneys
5 General Act (“PAGA”), and the Defendant D.G. SMITH ENTERPRISES (“Defendant”).

6 The Court having considered all papers filed and proceedings herein and otherwise being
7 fully informed, and having made this Judgment which constitutes a final adjudication of this matter
8 on the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the Settlement Agreement.

12 2. The California Labor Workforce and Development Agency (“LWDA”) has been
13 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
14 (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement
15 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the
16 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
17 requirements of PAGA.

18 a. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as “Aggrieved Employees;”

20 All current and former employees who worked for Defendant as a
21 non-exempt, hourly employee in California during the PAGA
22 Period, which extends from June 1, 2023 to January 14, 2025.

23 3. The Court has jurisdiction over the subject matter of this litigation, over all
24 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
25 Settlement.

26 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
28

1 5. The Court approves the Notice of Settlement (Exhibit A to the Settlement
2 Agreement) to be mailed to Aggrieved Employees.

3 6. The Court finds that each PAGA Member, in accordance with the Settlement
4 Agreement, releases the following “Released PAGA Claims” against Defendant and the other
5 Released Parties, as follows:

6 As of the date the Settlement becomes Final and is fully funded as set
7 forth in Paragraph 4.3 of the Settlement Agreement, The State of
8 California and all Aggrieved Employees, including Plaintiff, are
9 deemed to release, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from all claims for
12 PAGA penalties that were alleged, or reasonably could have been
13 alleged, based on the facts stated in the Operative Complaint and/or
14 the PAGA Notice, including, but not limited to, failure to pay for all
15 hours worked including overtime hours and off the clock work, failure
16 to pay minimum wage, failure to pay all wages due at termination,
17 failure to timely pay all wages owed, failure to provide timely meal
18 breaks, failure to provide rest breaks, failure to provide suitable
19 seating, failure to provide cooldown periods, failure to provide safe
20 working conditions, failure to pay reporting time pay, failure to
21 provide accurate itemized wage statements and maintain accurate
22 records, failure to reimburse business expenses, and penalties
23 pursuant to the Private Attorneys General Act of 2004, Labor Code
24 sections 200, 201, 202, 203, 204, 208, 210, 216, 218, 218.5, 218.6,
25 221-223, 226, 226.2, 226.3, 226.7, 245-248.6, 432, 432.5, 432.6,
26 432.7, 510, 512, 558, 558.1, 1024.5, 1182.12, 1194, 1194.2, 1197,
27 1197.1, 1197.2, 1198, 1199, 2350, 2441, 2698, 2699 et seq., 2699.3,
28 2802, 2810.5, 3457, 6400, 6401, 6402, 6403, 6404, 6407, 6712,
California Code of Regulations, Title 8, Section 11050, and the
applicable Industrial Welfare Commission Orders. Plaintiff and the
Aggrieved Employees shall be deemed to have acknowledged and
agreed that their claims in this Action are disputed, and that the
payments to them set forth in this Agreement constitute payment of
all sums allegedly due to them.

7. The Gross Settlement Amount of \$179,000, and the methodology used to calculate
the Individual PAGA Payments in accordance with the Settlement is approved.

1 8. The Court approves the PAGA Representative Payment to named Plaintiff
2 CHARLES POIRIER in the amount of \$10,000.00 for his services and in consideration of the
3 execution of a general releases as to Defendant, in addition to any payment he may otherwise receive
4 as a PAGA Member pursuant to the Settlement.

5 9. The Court approves Phoenix Settlement Administrators, to act as the Settlement
6 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
7 costs in accordance with the terms of the Settlement Agreement, not to exceed \$12,250.

8 10. The Court approves Koul Law Firm, APC and Majarian Law Group, APC as PAGA
9 Counsel.

10 11. The Court awards PAGA Class Counsel attorney's fees in the amount of \$59,660
11 and actual litigation expenses of \$17,719.80, both of which the Court finds to be fair and reasonable.
12 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
13 terms of the Settlement Agreement.

14 12. The Court authorizes the Settlement Administrator to calculate and pay the
15 Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

16 13. The Court finds that LWDA Payment of as its share of the settlement of civil
17 penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay the
18 LWDA Payment, in accordance with the terms of the Settlement Agreement.

19 14. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
20 for 180 days after issuance. Funds remaining from any checks for Individual PAGA. Payments
21 uncashed after 180 days will be transmitted to the California State Controller with the identity of
22 the employee to whom the funds belong.

23 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
24 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
25 as well as the Settlement.

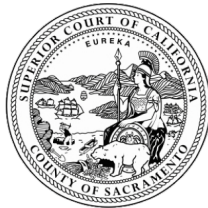
26 16. The Settlement and this resulting Order and Judgment represent a compromise of
27 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an
28 admission or concession by any party.

1 17. Upon completion of the Settlement, the Settlement Administrator will provide
2 written certification of the completion to the Court and counsel for the Parties which shall be filed
3 with the Court within 30 days after completion of the Settlement.

4 18. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
5 the date of this Order.

6
7 **IT IS SO ORDERED:**

8
9 DATED: 12/17/2025



Hon. Lauri A. Damrell
Judge of the Superior Court

PROOF OF SERVICE

Case No. 24CV006496
Poirier v. D. G. Smith Enterprises, Inc.

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On October 24, 2025, I served the foregoing document described as:

- 1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;**
- 2. [PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGEMENT;**
- 3. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
- 4. DECLARATION OF PLAINTIFF CHARLES POIRIER IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
- 5. DECLARATION OF SAHAG MAJARIAN II IN SUPPORT OF MOTION FOR PAGA SETTLEMENT APPROVAL;**
- 6. DECLARATION OF JODEY LAWRENCE OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

 X

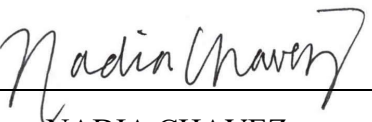
BY E-MAIL: I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof to interested parties as follows [or] [✓] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 24, 2025, in Glendale, California.



NADIA CHAVEZ

PROOF OF SERVICE

Case No. 24CV006496

Poirier v. D. G. Smith Enterprises, Inc.

Beth A. Kahn

Layra P. Birnbaum

MUSICK, PEELER & GARRETT LLP

333 S. Hope Street, Suite 2900

Los Angeles, California 90071

b.kahn@musickpeeler.com

l.birnbaum@musickpeeler.com

A.Penrose@musickpeeler.com

M.Straker@musickpeeler.com

e.sams@musickpeeler.com

Attorneys for Defendant D. G. SMITH ENTERPRISES, INC.