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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIFFANY ALLEN,

Plaintiff,

vs.

GOLDEN ROAD FOOD SERVICES, LLC; RON COOLBAUGH; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV12059

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

Action filed: 5/13/2024

Date: 11/5/25
Time: 9:00am
Dept: 2, Hon. Steven A. Ellis

Res ID.: 348033253315

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

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on November 5, 2025 at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 2 of the above-entitled Court, Plaintiff Tiffany Allen ("Plaintiff") will and hereby does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiff and Defendants GOLDEN ROAD FOOD SERVICES, LLC and RON COOLBAUGH (hereinafter "Defendants" or "GOLDEN ROAD") (collectively, "the Parties")

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

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: October 9, 2025

By________________________
Harout Messrelian, Esq.
Attorneys for Plaintiff
TIFFANY ALLEN

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendants have reached an agreement to settle the above-captioned action (the "Action"). Plaintiff and Defendants are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The Parties have memorialized the terms of this settlement in a "Private Attorneys General Act Settlement Agreement and Release" (the "Settlement Agreement"). Attached as **Exhibit 1** to the Declaration of Harout Messrelian ("Messrelian Decl.") is a true and accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and former non-exempt employees of Defendants in the State of California from January 24, 2023 through June 25, 2025 ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant Golden Road is a private corporation that owns and operates Fresh Brothers Pizza locations in California. Plaintiff Tiffany Allen started working at GOLDEN ROAD on or around May 2022. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's latest job title was Shift Manager. Plaintiff's employment ended in or around late December 2023. *See* Declaration of Harout Messrelian ("Messrelian Decl.") ¶4.

Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On January 24, 2024, Plaintiff on behalf of herself and Defendant's California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendants of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendants (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records (Labor Code Section 1174/1174.5);(8) failed to pay wages at the end of employment (Labor Code section 203); (9) failed to reimburse business expenses (Labor Code section 2802); (10) failed to pay tips; and (11) failed to provide accurate sick pay. Plaintiff filed her initial lawsuit on May 13, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV12059, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

Through informal discovery, Defendants produced records and represented that it employed approximately 818 employees falling within Plaintiff's Aggrieved Employees definition for the period from January 24, 2023 (one year before Plaintiff's PAGA notice filing date) through April 25, 2025 (date of mediation), and that there are paychecks issued for a total of approximately 20,824 pay periods worked for that same time period. *See* Messrelian Decl., ¶6.

The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after January 24, 2023 through June 25, 2025 (60 days after mediation). *See* Messrelian Decl., ¶7.

Defendants deny any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. 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 Plaintiff's lawsuit. *See* Messrelian Decl., ¶8.

The parties attended a full-day mediation with experienced mediator Katherine J. Edwards on April 25, 2025, and settled the matter after continued negotiations following mediation. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, payroll data for Plaintiff, and time records and payroll records for 112 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations with the assistance of a private mediator and only after informal discovery and investigation were performed, the Parties agreed to settlement terms. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during and after a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶9.

The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. 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. 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 Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the PAGA Members, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses, much less restaurants, are still struggling to remain afloat due to economic conditions, much less prosper and make a large profit. *See* Messrelian Decl., ¶10.

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

III. <u>FAIRNESS OF THE SETTLEMENT</u>

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

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

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

As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a shift violation rate of 11.4% for short, late, or no meal breaks for shifts that were 6 hours or greater. The data revealed that 40.9% of shifts in the sample were 6 hours or greater. As such, we are dealing with violations covering 8,517 pay periods [20,824 pay periods x 40.9%]. If you extrapolate the 11.4% shift violation rate, it amounts to 55.9% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be $238,050, which is calculated as follows: 8,517 pay periods x 55.9% equals 4,761 affected pay periods; 4,761 pay periods x $50/pay period (civil penalty) amounts to $238,050 in exposure. The latter exposure calculation does not take into account the fact that Defendants paid meal period premiums as the sample data revealed 342 meal period premiums paid for a total of $6,429.60. The latter exposure calculation also does not take into account the fact that Defendants had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiff's meal period claims. Defendants contend that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendants' time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge. Additionally, Defendants apparently maintained legally compliant meal period policies as mentioned above. *See* Messrelian Decl., ¶14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff extrapolated the meal break violation and used it for the rest break analysis. The data revealed that 87.4% of shifts in the sample were 3.5 hours or greater. As such, we are dealing with violations covering 18,200 pay periods [20,824 pay periods x 87.4%]. If you extrapolate the 11.4% shift violation rate, it amounts to 55.9% of pay periods having at least one rest period violation. Moreover, and due to the difficulties in proving rest break violations, which are not tracked on paper, Plaintiff attributes a 30% chance of success on this claim if it were to forward in Court, especially because Defendants had written rest period policies. Moreover, Defendants contend they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiff's rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. As such, the realistic exposure for rest period violations in the PAGA period would be $305,220, which is calculated as follows: 18,200 pay periods x 55.9% equals 10,174 affected pay periods; 10,174 pay periods x $100/pay period (civil penalty) amounts to $1,017,400 in maximum exposure, which would be multiplied by a 30% chance of success, which yields $305,220. *See* Messrelian Decl., ¶15.

As it relates to Plaintiff's other claims, and unlike the arguments for meal period violations, there would be issues with proof. As it relates to Plaintiff's claims for rounding, Plaintiff's expert found no evidence of rounding in the sample, with hours being paid to the second decimal point. In terms of any potential regular rate issue as it relates to overtime or meal/rest period premiums based on bonuses made, it would not be a significant issue because there were only 14 bonus payments seen in the sample. As it relates to straight overtime issues, the data showed that overtime hours were paid correctly when employees did in fact work overtime and the average hours worked per day was 6.0 hours. As it relates to Plaintiff's claim of business expense reimbursement, there was no evidence that personal cell phones were required to be used for work purposes and that a special type of uniform was required by the employer. Furthermore, there was no evidence of liability regarding suitable seating or not paying sick pay at the correct rates or that tips were even an issue. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of employment as well as not receiving accurate, itemized wage statements would not be triggered since meal and rest period violations do not trigger these derivative claims. *See* Messrelian Decl., ¶16.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims would be $543,270. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of $250,000 is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶17.

Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendants also adamantly dispute all of Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶18.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. See Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); see also Thurman v. Bayshore Transit Management, Inc. (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. Carrington v. Starbucks (2018) 30 Cal.App.5th 504 ("Carrington") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. The plaintiff in Carrington had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $104,120 in PAGA penalties (20,824 violations x $5), and given the de minimis nature of the violations there is a substantial risk of a similar formula being applied. As such, this Settlement is a great result based solely on the risk the Court chooses to apply the Carrington formula. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶19.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See* Messrelian Decl., ¶20.

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

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

IV. <u>TERMS AND PROCEDURES OF THE SETTLEMENT</u>

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letters submitted by Plaintiff to the LWDA with respect to PAGA Members from January 24, 2023 through June 25, 2025, including claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, properly pay tips and make deductions, properly provide and pay sick leave, keep requisite work records, provide suitable seating, and for civil penalties for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 2800, 2802, and all applicable Wage Orders. *See* Messrelian Decl., **Exhibit 1**, section I, paragraph 16.

Defendants agree to pay $250,000.00 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $83,333.33 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $8,841.88 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $6,950.00 in PAGA Settlement Administrator costs to the Settlement Administrators (ILYM).

iv. $150,874.79 (the "Net Settlement Amount" or "NSA") will be divided as follows:

   a. $113,156.09 (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

   b. $37,718.70 (25% of NSA) (the "PAGA Members Amount") to the PAGA

Members, which represents civil penalties payable to the PAGA Members as civil penalties that are allegedly owed in the Action for the period from January 24, 2023 through June 25, 2025. *See* Messrelian Decl., **Exhibit 1,** section III, paragraphs 2 and 3.

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, section III, paragraph 4.

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

V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's request for $83,333.33 in attorney fees and $8,841.88 in litigation costs is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation. *See* Messrelian Decl., ¶¶25-26.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*

(1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $454.22; PAGA initial filing fees of $75.00; expert data analysis fee of $1,050.00; mediation fee of $7,210.00; and miscellaneous filing fees of $52.66 for a total of $8,841.88. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶27.

VI. <u>NO ADMISSION OF LIABILITY OR WRONGDOING</u>

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. *See* Messrelian Decl., **Exhibit 1**, section VII, paragraph 2.

VII. <u>PAGA SETTLEMENT ADMINISTRATION</u>

The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 1**, section I, paragraph 18.

<u>PAGA Employee List.</u> Defendants shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within fifteen (15) calendar days after the Court has signed and entered the Approval Order. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

Funding of Settlement. Defendant Golden Road Food Services, LLC shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") within thirty (60) calendar days after the Court has signed and entered the Approval Order granting approval of the PAGA Settlement. Defendant Golden Road Food Services, LLC' obligations for funding the settlement are satisfied upon electronic transfer of the Gross Settlement Amount to the Settlement Administrator pursuant to the Settlement Administrator's instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

Payments to LWDA, Plaintiff's Counsel, Plaintiff, and Settlement Administrator. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address. The Settlement Administrator will only be required to re-mail the Payment Packets once by way of this process.

Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the California State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount. Irrespective of whether a PAGA Employee's Individual Settlement Check has been actually received and/or cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order.

Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

Confirmation of Administration of Settlement. Within twenty-one (21) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's Counsel and Counsel for Defendants a written declaration verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

Notice Regarding Settlement Compliance. Within fourteen (14) calendar days of receipt of the Settlement Administrator's declaration confirming Defendants' funding of the Settlement and the Settlement Administrator's disbursement of the Gross Settlement Fund, Plaintiff shall file a notice informing the court of compliance with the terms of the Settlement and satisfaction of the Judgment, and requesting formal closure of the Action.

See Messrelian Decl., **Exhibit 1**, sections VI, paragraphs 1 through 9 .

VIII. CONCLUSION

Based upon all of the above and the other documents filed in support of this Motion, Plaintiff respectfully requests that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: October 9, 2025

By____________________
HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

PROOF OF SERVICE BY E-MAIL

Allen v. Golden Road Food Services, LLC et al
Los Angeles County Case No. 24STCV12059

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 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **October 10, 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:

LANDEGGER & VERANO, ALC
Roxana Verano
roxana@landeggeresq.com
Selena Salazar
Selena@landeggeresq.com
Attorneys for Defendants

(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 **October 10, 2025**, at Glendale, California.

Harout Messrelian

Journal Technologies Court Portal

Make a Reservation

TIFFANY ALLEN vs GOLDEN ROAD FOOD SERVICES, LLC, et al.

Case Number: 24STCV12059 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-05-13 Location: Spring Street Courthouse - Department 2

Reservation

Case Name:
TIFFANY ALLEN vs GOLDEN ROAD FOOD SERVICES, LLC, et al.

Case Number:
24STCV12059

Type:
Motion for Order (Approving PAGA Settlement)

Status:
RESERVED

Filing Party:
Tiffany Allen (Plaintiff)

Location:
Spring Street Courthouse - Department 2

Date/Time:
11/05/2025 8:30 AM

Number of Motions:
1

Reservation ID:
348033253315

Confirmation Code:
CR-R3XD7XWR6UOJMPTHZ

Fees

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

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations

Help