

1 HAROUT MESSRELIAN (SBN: 272020)
2 MESSRELIAN LAW INC.
3 101 N. Brand Blvd., Suite 1450
4 Glendale, CA 91203
5 Telephone: (818) 484-6531
6 Facsimile: (818) 956-1983
7 E-mail: hm@messrelianlaw.com

8 Attorneys for Plaintiff

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

10 **FOR THE COUNTY OF LOS ANGELES**

11 DIANA AYALA,

12 Plaintiff,

13 vs.

14 UPPERLINE HEALTH, INC.; and DOES 1
15 to 25, inclusive,

16 Defendants.

Case No.: 24STCV06236

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

Action filed: 3/13/24

Date: 11/5/25
Time: 9:00am
Dept: 54, Hon.
Maurice A. Leiter

Res ID.:
561031513185

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
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 54 of the above-entitled Court, Plaintiff Diana Ayala ("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 Defendant UPPERLINE HEALTH, INC. (hereinafter "Defendant(s)" or "Upperline") (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: September 18, 2025

By



Harout Messrelian, Esq.
Attorneys for Plaintiff
DIANA AYALA

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 Defendant 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 January 8, 2023 through the date
11 of Court approval of the PAGA Settlement ("PAGA Members"), with their payment. By this
12 Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting
13 settlement on the terms outlined in the Settlement Agreement.

14 **II. ALLEGATIONS AND INVESTIGATION**

15 Defendant is a private corporation that owns and operates medical clinics in California.
16 Plaintiff Diana Ayala started working for Defendant in 2021. During her tenure, Plaintiff was
17 classified as an hourly, non-exempt employee and her latest job title was "Clinic Lead".
18 Plaintiff's employment with Defendant ended on or around January 2024. *See* Declaration of
19 Harout Messrelian ("Messrelian Decl.") ¶4.

20 Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under
21 the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA").
22 On January 4, 2024, Plaintiff on behalf of herself and Defendant's California non-exempt
23 employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic
24 service to the California Labor and Workforce Development Agency ("LWDA") and via
25 certified mail to Defendant of their claims against Defendant. In her notice to the LWDA,
26 Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to
27 compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197,
28 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide

1 rest breaks (Labor Code Section 226.7); (4) failed to provide meal breaks (Labor Code Sections
2 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code Section 204);
3 (6) failed to provide accurate itemized wage statements (Labor Code Section 226); (7) failed to
4 keep accurate and complete payroll records (Labor Code Section 1174/1174.5); (8) failed to pay
5 wages at the end of employment (Labor Code section 203); (9) failed to reimburse business
6 expenses (Labor Code section 2802); and (10) failed to provide accurate sick pay. Plaintiff filed
7 her initial lawsuit on March 13, 2024, in the Superior Court for the State of California, County
8 of Los Angeles, Case No. 24STCV06236, with thirteen total causes of action for individual
9 wage and hour violations, PAGA, and a violation of Business and Professions Code Section
10 17200. Plaintiff's PAGA cause of action is for PAGA penalties based on the theories as outlined
11 in the PAGA letter. *See* Messrelian Decl., ¶5.

12 Through informal discovery, Defendant produced records and represented that it
13 employed approximately 138 employees falling within Plaintiff's Aggrieved Employees
14 definition for the period from January 8, 2023 (one year and 65 days before Plaintiff's lawsuit
15 filing date) through May 15, 2025 (date of mediation), and that there are paychecks issued for a
16 total of approximately 3,606 pay periods worked for that same time period. *See* Messrelian
17 Decl., ¶6.

18 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees
19 employed on or after January 8, 2023, through the date of Court approval of the PAGA
20 settlement. *See* Messrelian Decl., ¶7.

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

25 The parties attended a full-day mediation with experienced mediator Steve Pearl on May
26 15, 2025, and settled the matter at said mediation. Before agreeing to the terms of the Settlement,
27 the Parties engaged in informal discovery regarding Defendant's policies, practices, operations,
28 time and payroll information and other topics. Prior to negotiation, Defendant produced

1 Plaintiff's personnel file, payroll data for Plaintiff, and time records and payroll records for 90
2 aggrieved employees (approximately 65% sampling) falling within Plaintiff's Aggrieved
3 Employees definition and during the applicable PAGA period. Through extensive arm's length
4 negotiations with the assistance of a private mediator, and only after informal discovery and
5 investigation were performed, the Parties agreed to settlement terms. Attached as Exhibit 1 is a
6 true and accurate copy of the PAGA Settlement Agreement (hereinafter "Settlement
7 Agreement") along with the notice that will be sent, with payment, to the PAGA Members
8 covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA
9 claims through arms-length negotiation during a private mediation, and only after sufficient
10 discovery was completed, including data being sent to Plaintiff's data expert for analysis/review.
11 *See Messrelian Decl.*, ¶9.

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

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

27 **III. FAIRNESS OF THE SETTLEMENT**

28 While this Action is a representative PAGA claim, the Parties are not obligated to follow

1 the class action procedural rules for obtaining approval of this settlement. *Arias v. Superior Court*
2 (*Angelo Dairy*) (2009) 46 Cal.4th 969.

3 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members
4 were not provided meal breaks and did not receive business expense reimbursement under the
5 law. See Messrelian Decl., ¶12.

6 Plaintiff contends that the civil penalty statutes applicable to the Action arise
7 from violations of the California Labor Code, including, but not limited to, Labor Code §§ 226.7,
8 510, 512, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor
9 Code violation may be awarded a sum of money for each pay period in which he or she was
10 underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil
11 penalties if the award is unjust, arbitrary, oppressive, or confiscatory. As it relates to Plaintiff's
12 argument for meal break violations, Plaintiff's data analysis revealed an aggregate shift violation
13 rate of 8.2% for short, late, or no meal breaks for shifts greater than 5 hours (which occurred in
14 93.7% of the workdays in the sample data). If you extrapolate the 8.2% shift violation rate, it
15 amounts to 56% of pay periods having at least one meal period violation. As such, the maximum
16 exposure for meal period violations in the PAGA period would be \$94,600, which is calculated
17 as follows: 3,606 pay periods x 93.7% (to calculate the number of pay periods that had shifts
18 over 5 hours long) equates to 3379 pay periods. 3379 pay periods x 56% pay period violation
19 rate equates to approximately 1892 pay periods wherein there was a meal period violation. 1892
20 pay periods x \$50/pay period (civil penalty) amounts to \$94,600.00 in exposure. Despite the
21 above, there are risks to Plaintiff's meal period claims. Defendant contends that, to establish a
22 violation for missed meal periods, a plaintiff must do more than show that a meal break was not
23 taken. Determining by a review of Defendant's time records the exact reasons why a meal period
24 appears to be short or late or not taken would be difficult and would be a challenge. Moreover,
25 Defendant had strong written meal and rest break policies and paid premium wages for meal
26 break violations during the relevant PAGA period. See Messrelian Decl., ¶13.

27 As it relates to Plaintiff's argument for business expense reimbursement, namely dealing
28 with personal cell phone use for work purposes, Defendant did start reimbursement for cell

1 phone use in July 2024 at which point there were 2,829 pay periods in the PAGA period. As
2 such, Defendant's maximum exposure would be 2,829 pay periods x \$100/pay period, which
3 equates to \$282,900. In opposition, Defendant argues that personal cell phone use was not
4 necessary and not required in order for employees to effectuate their job duties. *See Messrelian*
5 *Decl.*, ¶14.

6 As it relates to Plaintiff's argument for straight overtime violations, Plaintiff's expert
7 found that overtime was paid properly. *See Messrelian Decl.*, ¶15.

8 As it relates to Plaintiff's claims for unpaid "off the clock" work, there is no documentary
9 evidence this stage that would support those claims and Plaintiff's expert found that hours were
10 paid to the second decimal point. As it relates to Plaintiff's claims for rest period violations,
11 there was no evidence on paper of rest period violations since rest periods were not tracked by
12 Defendant's timekeeping system – nor does the law require tracking – as is common for most
13 businesses in California. The other claims for violations of Labor Code sections 203, 204, 226,
14 and 1174.5 for not being paid all wages owed every pay period or at the end of employment, not
15 receiving accurate, itemized wage statements, and not keeping accurate time records, would
16 only be derivative in nature based on potential meal period violations and not necessarily
17 recoverable. *See Messrelian Decl.*, ¶16.

18 Based on the above calculations, Plaintiff's aggregate potential exposure for the
19 strongest disputed claims would be \$377,500. Assuming that Plaintiff's calculations and
20 analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty
21 award as unjust, arbitrary, oppressive, or confiscatory. Furthermore, Plaintiff believes there is a
22 very low probability that any of the alleged violations would be found to be knowing and
23 intentional based on the nature of Plaintiff's strongest claims relating to statutory breaks. Based
24 on the above analysis, a gross settlement in the amount of \$220,000 is a very strong result,
25 especially in light of the risk factors as discussed above. *See Messrelian Decl.*, ¶17.

26 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple
27 PAGA penalties for the same violation for the same pay period under different Labor Code
28 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil

1 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
2 extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of
3 Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶18.

4 PAGA states a court has discretion to award a lesser amount than the maximum penalty.
5 See Lab. Code § 2699(e)(2) (“...a court may award a lesser amount than the maximum civil
6 penalty amount specified by this part if, based on the facts and circumstances of the particular
7 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
8 confiscatory.”); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203
9 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court
10 could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence
11 of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
12 (“*Carrington*”) illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily
13 discounted award of only \$5 per violation because it was within the Court's discretion to
14 significantly reduce PAGA penalties even when there is a finding that a violation of the
15 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess
16 of \$70 million and was successful in proving the PAGA claim during a bench trial. However,
17 the trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and
18 stated that this reduction was warranted because imposing the maximum penalty would be
19 “unjust, arbitrary, and oppressive”, based on Starbucks's “good faith attempts” to comply with
20 meal break obligations and because the Court found the violations were minimal. Applying the
21 same formula here and assuming there was one violation during each pay period, the award of
22 civil penalties could not exceed \$18,030 in PAGA penalties (3,606 violations x \$5), and given
23 the de minimis nature of the personal cell phone violations there is a substantial risk of a similar
24 formula being applied. As such, this Settlement is a great result based solely on the risk the
25 Court chooses to apply the *Carrington* formula. Thus, the chance of Plaintiff recovering a higher
26 amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶19.

27 The Parties further recognize that the issues presented in the Action are likely only to be
28 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will

1 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
2 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*
3 *Messrelian Decl.*, ¶20.

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

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

16 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

17 The Settlement Agreement covers all claims against the Released Parties (as defined in
18 the Settlement Agreement) arising during the Settlement Period for civil penalties under PAGA
19 that were asserted or could reasonably have been asserted based on the facts alleged or that could
20 have been alleged in the Action and/or the PAGA letters submitted by Plaintiff to the LWDA
21 with respect to PAGA Members from January 8, 2023 through the date of court approval of the
22 PAGA settlement, including Defendant's alleged failure to pay for all time worked, including
23 minimum wages, straight time wages, and overtime compensation; failure to provide meal
24 periods and pay meal period premiums; failure to authorize and permit rest periods and pay rest
25 period premiums; failure to timely wages during employment; failure to pay all wages due to
26 discharged and quitting employees; failure to provide accurate itemized wage statements; failure
27 to maintain accurate records; and failure to reimburse necessary expenditures. *See Messrelian*
28 *Decl.*, **Exhibit 1**, section 5.2.

Defendant agrees to pay \$220,000.00 toward the Settlement (the “Gross Settlement Amount” or “GSA”) which will be distributed as follows:

- i. \$73,333.33 (1/3 of the GSA) in attorneys’ fees to Harout Messrelian, Esq. of Messrelian Law Inc.
- ii. \$11,711.88 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.
- iii. \$4,000.00 in PAGA Settlement Administrator costs to the Settlement Administrators (Apex).
- iv. \$130,954.79 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
 - a. \$98,216.10 (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. \$32,738.69 (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 8, 2023 through the date of court approval of the PAGA settlement. *See* Messrelian Decl., **Exhibit 1**, section 3.2.3

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 3.2.3.1.

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 3.2.3.3.

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 \$73,333.33 in attorney fees and \$11,711.88 in litigation costs is fair and reasonable.

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

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

19 The litigation costs expended to aid in the representation of the PAGA Members
20 include the following: lawsuit filing fee of \$454.22; lawsuit service fee of \$180.00; PAGA initial
21 filing fees of \$75.00; expert data analysis fee of \$950.00; mediation fee of \$10,000; and
22 miscellaneous filing fees of \$52.66 for a total of \$11,711.88. All of these costs are documented
23 and reasonably incurred. *See Messrelian Decl.*, ¶27.

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

25 This Settlement represents a compromise and settlement of highly disputed claims. The
26 Parties expressly recognize that the making of this agreement does not in any way constitute an
27 admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See*
28 *Messrelian Decl.*, **Exhibit 1**, section 10.3.

1 **VII. PAGA SETTLEMENT ADMINISTRATION**

2 The Parties agree to use Apex Class Action Administration to handle the administration
3 of this Settlement.

4 Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the
5 Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be
6 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
7 in exchange for payment of Administration Expenses. The Parties and their Counsel represent
8 that they have no interest or relationship, financial or otherwise, with the Administrator other
than a professional relationship arising out of prior experiences administering settlements.

9 Employer Identification Number. The Administrator shall have and use its own Employer
10 Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports state and federal tax authorities.

12 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the
13 requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
14 468B-1.

15 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
16 performed or observed by the Administrator contained in this Agreement or otherwise.

17 *See Messrelian Decl., **Exhibit 1**, sections 7.1 through 7.4.*

18 Aggrieved Employee Data. Within 15 business days of the Court's execution of the Approval
19 Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of
20 a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
21 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
22 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
23 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
24 Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to
25 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
26 employee identifying information needed to contact the Aggrieved Employees, and to provide
27 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any
28 extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to

1 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
2 Data.

3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount by transmitting the funds to the Administrator no later than 15 days after the Effective
5 Date (as defined in the Settlement Agreement).

6 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the entire
7 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
8 Payments, the LWDA PAGA Payment, and the Administration Expenses Payment.
9 Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
10 Payment shall be made within five (5) business days after Defendant deposits the Gross
11 Settlement Amount with the Settlement Administrator.

12 The Administrator will issue checks for the Individual PAGA Payments and send them
13 to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
14 shall prominently state the date (not less than 180 days after the date of mailing) when the check
15 will be voided. The Administrator will cancel all checks not cashed by the void date. Before
16 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
17 using the National Change of Address Database. All Settlement checks sent to the PAGA Claim
18 Employees shall be accompanied with a Notice, attached hereto as Exhibit A, which shall provide
19 a brief description of the Complaint and this Settlement.

20 The Administrator must conduct an Aggrieved Employee Address Search for all
21 Aggrieved Employees whose checks are returned undelivered without USPS forwarding
22 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to
23 the USPS forwarding address provided or to an address ascertained through the Aggrieved
24 Employee Address Search. The Administrator need not take further steps to deliver checks to
25 Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator
26 shall promptly send a replacement check to any Aggrieved Employee whose original check
27 was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

28 4.4.3. As the Actions PAGA claims are not a class action, the Parties agree that California Code
of Civil Procedure section 384 shall not be applicable. For any Aggrieved Employee who's
Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
shall transmit the funds represented by such checks to the LWDA. The Administrator shall be

1 responsible for administration of all unclaimed funds, including all reporting requirements
2 proscribed by California law.

3 The payment of Individual PAGA Payments shall not obligate Defendant to confer any
4 additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)
5 contributions or bonuses) beyond those specified in this Agreement.

6 See Messrelian Decl., **Exhibit 1**, sections 4.2 through 4.4.

7 **VIII. CONCLUSION**

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

10 Respectfully Submitted,
11 **MESSRELIAN LAW INC.**

12 DATED: September 18, 2025

13 By 
14 HAROUT MESSRELIAN, ESQ.
15 Attorneys for Plaintiff

1
2 **PROOF OF SERVICE BY E-MAIL**

3 *Ayala v. Upperline Health, Inc.*

4 *Los Angeles County Case No. 24STCV06236*

5 STATE OF CALIFORNIA)
6)
7 COUNTY OF LOS ANGELES)

8 I, state that I am employed in the aforesaid County, State of California; I am over the age of
9 eighteen years and not a party to the within action; my business address is 101 N. Brand Blvd.,
10 Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

11 On **September 18, 2025**, I served the foregoing: **PLAINTIFF'S NOTICE OF**
12 **UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT;**
13 **MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION**
14 **OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR**
15 **APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER ON UNOPPOSED**
16 **MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties by
17 placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid,
18 in the United States mail at Glendale, California, and/or by following one of the methods of
19 service as follows:

20 MMG LLP
21 Adam Miller, Esq.
22 amiller@mmg-llp.com
23 Sheila Johal
24 sjohal@mmg-llp.com
25 *Attorneys for Defendant*

26 (X) **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec
27 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es)
28 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 **September 18, 2025**, at Glendale, California.

25
26 
27 _____
28 Harout Messrelian



Make a Reservation

DIANA AYALA vs UPPERLINE HEALTH, INC.

Case Number: 24STCV06236 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-03-13 Location: Stanley Mosk Courthouse - Department 54

Reservation

Case Name: DIANA AYALA vs UPPERLINE HEALTH, INC.	Case Number: 24STCV06236
Type: Motion for Order (Approving PAGA Settlement)	Status: RESERVED
Filing Party: Diana Ayala (Plaintiff)	Location: Stanley Mosk Courthouse - Department 54
Date/Time: 11/05/2025 9:00 AM	Number of Motions: 1
Reservation ID: 561031513185	Confirmation Code: CR-UOUUFGQARA2HMBBS4

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](#)