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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**

12 JUAN MANUEL VILLALOBOS,

13 Plaintiff,

14 vs.

15 R-BROS. PAINTING, INC.; R.
16 BROTHERS WATERPROOFING, INC.;
17 ROD RODRIGUEZ; and DOES 1 to 25,
18 inclusive,

19 Defendants.

Case No.: 24CV438933

Assigned for all purposes to:
Hon. Beth McGowen

20 **[PROPOSED] ORDER ON UNOPPOSED**
21 **MOTION FOR APPROVAL OF PAGA**
22 **SETTLEMENT**

23 Date: 7/30/26
24 Time: 1:30pm
25 Dept: 22

26 Submitted Herewith Under Separate Cover:

- 27 1. Declaration of Harout Messrelian in Support
28 of Unopposed Motion for Approval of PAGA
Settlement;
2. Plaintiff's Notice of Unopposed Motion for
Approval of PAGA Settlement; Memorandum
of Points and Authorities in Support Thereof;
3. Declaration of Michael Moore

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[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff JUAN MANUEL VILLALOBOS ("Plaintiff") for Approval of Settlement under PAGA came before this Court on July 30, 2026.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated February 16, 2024 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants R-BROS. PAINTING, INC. and ROD RODRIGUEZ (hereinafter "Defendants") from March 11, 2023 through June 19, 2025, inclusive.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;
3. The Court finds further that Plaintiff, acting on behalf of himself and the State of California, by operation of this Order hereby releases and forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's Complaint,

1 including any and all known and unknown claims for civil penalties under the Private Attorneys
2 General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
4 State of California and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees, on behalf of the State of California, as to the PAGA Released Claims and Released Parties.
6 Furthermore, no individualized notice of entry of this Approval Order is required to be provided to the
7 PAGA employees.

8 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
9 Defendants are directed to make all payments required by the Settlement Agreement;

10 6. Under the Settlement Agreement, Defendants agree to pay an all-in gross amount of
11 Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) (the "Gross Settlement Amount"). The
12 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
13 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
14 Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees
15 of Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$21,666.66); costs of
16 Eight Thousand Four Dollars and Eighty Cents (\$8,004.80). The settlement administrator, Phoenix
17 Class Action Administrators requests administration costs of Three Thousand Five-Hundred Dollars
18 and Zero Cents (\$3,500.00). Defendants do not oppose these requests. The Court finds the Gross
19 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs
20 the Settlement Administrator to make the above payments to payments from the Gross Settlement
21 Amount as follows:
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- 24 a. \$21,666.66 in attorney's fees to Messrelian Law Inc.;
 - 25 b. \$8,004.80 in costs to Messrelian Law Inc.;
 - 26 c. \$3,500.00 in administration costs to Phoenix Class Action Administrators;
 - 27 d. After deducting the foregoing payments, the estimated remainder of approximately
28 \$31,828.54 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
2699(i), the NSA will then be distributed 75 percent (\$23,871.41) to the LWDA, and the

1 remaining 25 percent (\$7,957.13) to the Aggrieved Employees on a pro rata basis, as set forth in
2 the Settlement Agreement. The Court approves these payments, and directs the Settlement
3 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
4 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
5 duties as set forth in the Settlement Agreement; and

6 7. A non-appearance Final Accounting Hearing shall be set for _____ at
7 _____ a.m/p.m in Department 22 of this Court. Plaintiff's counsel shall file a declaration from Phoenix
8 Settlement Administrators regarding the disbursement of the PAGA settlement funds, including the
9 amount of money distributed and/or uncashed, by _____.
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11 8. The Court reserves exclusive and continuing jurisdiction over the Action and the
12 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
13 enforcement, construction, administration, and interpretation of the Settlement Agreement.

14 **IT IS SO ORDERED.**

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17 _____
HON. BETH MCGOWEN
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