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SABINE ROSEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SABINE ROSEMAN, Plaintiff, vs. WAGS AND WALKS; LESLEY BROG; and DOES 1 to 25, inclusive, Defendants,	Case No.: 24SMCV02258 **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF** Date: 10/14/26 Time: 8:30am Department: N Res. ID: 709008334479 Complaint Filed: May 13, 2024 <u>Submitted Herewith Under Separate Cover:</u> 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 October 14, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard in Department N of the above-entitled Court, Plaintiff SABINE ROSEMAN ("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 WAGS & WALKS and LESLEY BROG (hereinafter "Defendants" or "WAGS & WALKS") (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: June 15, 2026 By______________________

Harout Messrelian, Esq.
Attorneys for Plaintiff
Sabine Roseman

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 "PAGA Settlement Agreement" (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 March 10, 2023 through December 2, 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 Wags & Walks operates an animal rescue and adoption organization in the State of California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendant as a medical team member from approximately 2020 until approximately July 31, 2023. See Declaration of Harout Messrelian ("Messrelian Decl.") ¶4.

Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On February 1, 2024, Plaintiff on behalf of herself and Defendants' 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 Defendants. 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, 1194.2, 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 reimbursement business expenses (Labor Code section 2800/2802); (10) failed to provide sick pay (Labor Code section 233/246) and (11) failed to provide Worker's Compensation coverage (Labor Code section 3700.5). Plaintiff filed her initial lawsuit on May 13, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24SMCV02258, 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 54 employees falling within Plaintiff's Aggrieved Employees definition for the period from March 10, 2023 through December 2, 2025, and that there are paychecks issued for a total of approximately 2,719 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 March 10, 2023 through December 2, 2025. 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 Steven Amundson on December 2, 2025, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for 8 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate copy of "Joint Stipulation of Settlement and Release of PAGA Action" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during 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 are still struggling to remain afloat, 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. FAIRNESS OF THE SETTLEMENT

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 breaks 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 59.1% for short, late, or no meal breaks for shifts that were 5 hours or greater. The data revealed that 90.1% of the pay periods in the sample included shifts that were 5 hours or greater. As such, we are dealing with alleged violations covering 2,450 pay periods [2,719 total pay periods x 90.1%]. When the 59.1% shift violation rate is extrapolated, it translates to 100% of those pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period, which Plaintiff understands Defendants dispute, would be $122,500, which is calculated as follows: 2,450 pay periods x 100% equals 2,450 affected pay periods; 2,450 pay periods x $50/pay period (civil penalty) amounts to $122,500 in exposure. The latter exposure calculation also does not take into account the fact that 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 as Plaintiff would have issues with manageability. In light of these risks, Plaintiff has applied a 35% discount to the meal period exposure, resulting in an adjusted meal period exposure of $79,625. See Messrelian Decl., ¶14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff's data analysis revealed that 95% of the pay periods in the sample included shifts of 3.5 hours or greater, which is the threshold that triggers the obligation to authorize and permit a rest break. As such, Plaintiff is dealing with alleged rest break violations covering 2,583 pay periods [2,719 total pay periods x 95%]. At a civil penalty of $100/pay period, the maximum exposure for rest break violations would be $258,300 (2,583 pay periods x $100/pay period). However, there was no evidence on paper of rest period violations because rest periods were not tracked by Defendants' timekeeping system – nor does the law require such tracking – as is common for most businesses in California. In light of these significant proof risks, Plaintiff has applied a 65% discount to the rest period exposure, resulting in an adjusted rest break exposure of $90,405. As such, the combined risk-adjusted exposure for meal period and rest break violations in the PAGA period, on a combined risk-adjusted basis, which Plaintiff understands Defendants dispute, would be $170,030. See Messrelian Decl., ¶15.

As it relates to Plaintiff's claim of business expense reimbursement, there would be substantial issues with proof. As it relates to the minimum wage and rounding theory, the data showed that there was no rounding because the hours were paid to the third decimal point, and as such the minimum wage claim premised on rounding fails. As it relates to straight overtime issues, the average number of hours worked per day based on the sample was 7.0 hours, and so overtime is not implicated. As it relates to the regular rate of pay claim, there was only one bonus payment seen in the sample, which also coincided with overtime hours being worked, and Defendant argues that, in any event, the bonus was discretionary in nature. There was similarly no evidence on paper relating to "off the clock" work violations. There was also no evidence of sick pay violations or that Defendant failed to maintain Worker's Compensation coverage. See Messrelian Decl., ¶16.

As it relates to Plaintiff's claim of business expense reimbursement, Defendant argues that personal cell phones were not required to conduct job duties and that most employees did not work from home and did not need to use their home internet or computers. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204, and 1174 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, and these derivative claims are not triggered by the meal and/or rest break violations. See Messrelian Decl., ¶17.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims, which again Plaintiff understands Defendants dispute, would be $170,030. 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 $68,000.00 is a very strong result, especially in light of the risk factors as discussed above. See Messrelian Decl., ¶18.

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., ¶19.

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 $13,595 in PAGA penalties (2,719 violations x $5), and given the 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., ¶20.

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., ¶21.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, her attorneys, and the State of California. *See* Messrelian Decl., ¶22.

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., ¶23.

IV. TERMS OF THE SETTLEMENT

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 March 10, 2023 through December 2, 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 sick leave or written notice of sick leave, 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, and for civil penalties for violation of and/or based on California Labor Code §§ 201-203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1774, 2800, 2802 et seq., and all applicable Wage Orders provisions. *See generally* Messrelian Decl., **Exhibit 1**, paragraph 2.1

Defendants agree to pay $68,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $22,666.66 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $8,164.10 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $2,990 in PAGA Settlement Administrator costs to the Settlement Administrators (Apex).

iv. $34,179.24 (the "Net Settlement Amount" or "NSA") will be divided as follows:

   a. $25,634.43 (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. $8,544.81 (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 March 10, 2023 through December 2, 2025. See Messrelian Decl., Exhibit 1, paragraph 3.2.1 to 3.2.3.

The Administrator will calculate each Individual PAGA Member Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members' PAGA Period Pay Periods. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1.

If the court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.2.

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 $22,666.66 in attorney fees and $8,164.10 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; service of lawsuit fee of $120.00; expert data analysis fee of $900.00; mediation fee of $6,500; and miscellaneous filing fees of $114.88 for a total of $8,164.10. All of these costs are documented and reasonably incurred. See Messrelian Decl., ¶27.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). *See* Messrelian Decl., **Exhibit 1**, paragraph 10.1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Apex Class Action Administration to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 1**, paragraph 1.2.

PAGA Member Data. Within twenty (20) days of the Court issuing the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any 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 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Effective Date.

Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the PAGA Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Member Payments, the LWDA PAGA Payment, the Settlement Administration Costs, Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Litigation Expenses Payment. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and Litigation

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

See Messrelian Decl., **Exhibit 1**, paragraphs 4.2 to 4.8.

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: June 15, 2026

By_______________________

HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

PROOF OF SERVICE BY E-MAIL

Roseman v. Wags and Walks, Lesley Brog, et al.
Los Angeles County Case No. 24SMCV02258

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 **June 15, 2026,** 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:

JACKSON LEWIS, P.C.
Andrew L. Smith
Andrew.Smith@jacksonlewis.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 June 15, 2026, at Glendale, California.

Harout Messrelian

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Make a Reservation

SABINE ROSEMAN vs WAGS AND WALKS, et al.

Case Number: 24SMCV02258 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-05-13 Location: Santa Monica Courthouse - Department N

Reservation

Case Name:
SABINE ROSEMAN vs WAGS AND WALKS, et al.

Case Number:
24SMCV02258

Type:
Motion re: (Approval of PAGA Settlement)

Status:
RESERVED

Filing Party:
Sabine Roseman (Plaintiff)

Location:
Santa Monica Courthouse - Department N

Date/Time:
10/14/2026 8:30 AM

Number of Motions:
1

Reservation ID:
709008334479

Confirmation Code:
CR-QYMHDDNLNYHVUXWWL

Fees

Description	Fee	Qty	Amount
Motion re: (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

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