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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**
9 **(UNLIMITED JURISDICTION)**

10 JACOB ALATRISTE,

11 Plaintiff,

12 vs.

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14 IDEAL CARE CORP.; IDEAL CARE, LLC;
15 BART G. THOMPSON; CHRISTINA
GRANT; and DOES 1 to 25, inclusive,

16 Defendants.
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Case No.: 37-2024-00026575-CU-OE-CTL

*[Assigned for all purposes to Honorable
Michael D. Washington]*

**[PROPOSED] ORDER ON UNOPPOSED
PAGA APPROVAL MOTION**

[Notice of Motion, Memorandum of Points
and Authorities and Declaration of Harout
Messrelian]

Hearing Date: 1/15/27

Time: 9:00am

Department: C-73

Res. No.: 102737

Complaint Filed: June 6, 2024

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion of Plaintiff Jacob Alatrisme (“Plaintiff”) for Approval of Settlement
3 under PAGA came before this Court on January 15, 2027.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s Complaint and the initial letter to the Labor Workforce and Development Agency
8 (“LWDA”) dated March 7, 2024 and amended PAGA notice dated June 17, 2026 (“LWDA
9 Notice”), on behalf of all current and former non-exempt employees of Defendant from April
10 3, 2023 (one year and 65 days before Plaintiff’s Complaint was filed), April 6, 2026.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Lab. Code §
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
15 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims
18 alleged;

19 2. The Court finds in favor of settlement approval, and therefore approves the
20 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of
21 the releases and other terms, as fair, just, reasonable, and adequate;

22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State
23 of California, by operation of this Order hereby releases and forever discharges Defendant and
24 the Released Parties (as defined in the Settlement Agreement) from any and all PAGA
25 Released Claims (as defined in the Settlement Agreement) including penalties asserted in
26 Plaintiff’s Complaint, including any and all known and unknown claims for civil penalties
27 under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

28 4. The Court finds further that the foregoing release shall be binding on Plaintiff

1 and the State of California and shall bar any claim under PAGA brought by any person,
2 including the Aggrieved Employees, on behalf of the State of California, as to the PAGA
3 Released Claims and Released Parties. Furthermore, no individualized notice of entry of this
4 Approval Order is required to be provided to the PAGA employees.

5 5. The Parties are directed to comply with all terms of the Settlement Agreement,
6 and Defendant is directed to make all payments required by the Settlement Agreement;

7 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross
8 amount of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000) (the "Gross
9 Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA
10 and Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration
11 costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel
12 requests an award of attorney's fees of Seventy-Six Thousand Six Hundred Sixty-Six Dollars
13 and Sixty-Six Cents (\$76,666.66); costs of Eleven Thousand Nine Hundred Ninety-Six
14 Dollars and Seventy Cents (\$11,996.70). The settlement administrator, APEX Class Action
15 Administration requests administration costs of Three Thousand Seven Hundred Seventy
16 Dollars and Zero Cents (\$3,770.00). Defendant does not oppose these requests. The Court
17 finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of
18 these payments, and directs the Settlement Administrator to make the above payments to
19 payments from the Gross Settlement Amount as follows:

- 20 a. \$76,666.66 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq.
21 of Messrelian Law Inc.;
- 22 b. \$11,996.70 in attorney litigation costs to Harout Messrelian, Esq. of
23 Messrelian Law Inc.;
- 24 c. \$3,770.00 in PAGA Settlement Administrator costs to the Settlement
25 Administrators (APEX Class Action Administration); and
- 26 d. After deducting the foregoing payments, the estimated remainder of
27 approximately \$137,566.64 shall form the Net Settlement Amount
28 ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be

1 distributed 75 percent (\$103,174.98) to the LWDA, and the remaining 25
2 percent (\$34,391.66) to the Aggrieved Employees on a pro rata basis, as set
3 forth in the Settlement Agreement. The Court approves these payments and
4 directs the Settlement Administrator to issue checks to the LWDA and
5 Aggrieved Employees, along with the Notice of PAGA Settlement, as set
6 forth in the Settlement Agreement, and to otherwise carry out its duties as
7 set forth in the Settlement Agreement.

8 7. The Court reserves exclusive and continuing jurisdiction over the Action and
9 the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising
10 implementation, enforcement, construction, administration, and interpretation of the
11 Settlement Agreement.

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13 **IT IS SO ORDERED.**

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15 Date: _____, 2026

16 Honorable Michael D. Washington
17 Judge of the San Diego Superior Court
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