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Attorney for Plaintiff,
JACOB ALATRISTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

(UNLIMITED JURISDICTION)

JACOB ALATRISTE, Plaintiff, vs. IDEAL CARE CORP.; IDEAL CARE, LLC; BART G. THOMPSON; CHRISTINA GRANT; and DOES 1 to 25, inclusive, Defendants.	Case No.: 37-2024-00026575-CU-OE-CTL *[Assigned for all purposes to Honorable Michael D. Washington]* **PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** [Filed Concurrently with Declaration of Harout Messrelian and Proposed Order] Hearing Date: 1/15/27 Time: 9:00am Department: C-73 Res. No.: 102737 Complaint Filed: June 6, 2024

TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on January 15, 2027, or as soon thereafter as the matter may be heard in Department C-73 of the above-entitled Court, Plaintiff Jacob Alatriste ("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 Ideal Care Corp., Ideal Care, LLC, Bart G. Thompson, and Christina Grant (hereinafter "Defendants" or "IDEAL CARE") (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.

DATED: July 1, 2026 **MESSRELIAN LAW INC.**

By________________________________
Harout Messrelian, Esq.
Attorney for Plaintiff

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 April 3, 2023 until April 6, 2026 ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code section 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendants are in the home care business and provide caregiving services to clients at various locations throughout California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendants as Support Staff from approximately January 2, 2023 until approximately March 5, 2024. *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 March 7, 2024, Plaintiff on behalf of himself 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, which Plaintiff thereafter amended by letter dated June 17, 2026. In his notice to the LWDA, Plaintiff asserted on behalf of himself 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 reimburse business expenses (Labor Code section 2800/2802); (10) failed to provide proper sick pay and sick leave (Labor Code sections 233/246); and (11) engaged in unlawful business practices in violation of Business and Professions Code section 17200, with civil penalties also sought under Labor Code sections 558, 226.3, and 1197.1. Plaintiff filed his initial lawsuit on June 6, 2024, in the Superior Court for the State of California, County of San Diego, Case No. 37-2024-00026575-CU-OE-CTL, with eleven causes of action, including a 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 123 employees falling within Plaintiff's Aggrieved Employees definition for the period from April 3, 2023 (one year and 65 days before Plaintiff's PAGA lawsuit) through April 6, 2026, and that there are paychecks issued for a total of approximately 6,303 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 April 3, 2023 through April 6, 2026. *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 Kelly A. Knight, Esq. on February 6, 2026, 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 21 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 "PAGA Settlement Agreement" (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.

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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*, 46 Cal. 4th 969 (2009).

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 sections 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 section 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. Lab. Code § 2699(e)(2); *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 96.1% for short, late, or no meal breaks for shifts that were 6 hours or greater. If you extrapolate the 96.1% shift violation rate, it amounts to 99% of pay periods having at least one meal period violation. The data also revealed that 71.4% of pay periods in the sample involved shifts that were 6 hours or greater. As such, we are dealing with alleged violations covering 4,500 pay periods [6,303 total pay periods x 71.4%]. As such, the maximum exposure for meal period violations in the PAGA period, which Plaintiff understands Defendants dispute, would be $222,750, which is calculated as follows: 4,500 pay periods x 99% equals 4,455 affected pay periods; 4,455 pay periods x $50/pay period (civil penalty) amounts to $222,750 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. Based on the individualized nature of the inquiry and the manageability risks involved, Plaintiff discounted the meal period exposure by 25%, which results in a realistic exposure of **$167,062.50** for the meal period claim. *See* Messrelian Decl., ¶ 14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff's data analysis revealed that 94.0% of pay periods involved shifts of 3.5 hours or greater, thereby entitling employees to rest breaks. 94.0% of the pay periods equates to 5,925 pay periods [6,303 pay periods x 94.0%]. As such, the maximum exposure for rest break violations in the PAGA period, which Plaintiff understands Defendants dispute, would be $296,250, which is calculated as follows: 5,925 pay periods x $50/pay period (civil penalty) amounts to $296,250 in exposure. However, there are substantial risks to Plaintiff's rest break claims because rest periods were not tracked by Defendants' timekeeping system – nor does the law require tracking – as is common for most businesses in California, and there was thus no evidence on paper of rest period violations. Based on these risks, Plaintiff attributed a 50% discount to the rest period exposure, which results in a realistic exposure of **$148,125** for the rest break claim. As such, the maximum exposure for meal period and rest break violations in the PAGA period, which Plaintiff understands Defendants dispute, would be **$519,000**, and the aggregate realistic exposure, after applying the risk discounts discussed above, would be **$315,187.50**. *See* Messrelian Decl., ¶ 15.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. As it relates to the minimum wage and rounding claims, the data showed that there was no rounding of work hours as the hours were paid to the second decimal point. As it relates to straight overtime issues, the data showed that overtime hours were paid correctly when employees did in fact work overtime. As it relates to the regular rate claims, there were no bonus payments in the sample, and therefore no evidence that overtime or premium payments were paid at an incorrect regular rate. *See* Messrelian Decl., ¶ 16.

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As it relates to Plaintiff's claim of business expense reimbursement, there was evidence that Defendants reimbursed employees, including Plaintiff, for use of personal cell phones for work purposes and for mileage. 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 and for failure to keep accurate payroll records. However, there is a substantial risk that these derivative claims would not be triggered by meal and/or rest break violations, which further supports the reasonableness of the Settlement. *See* Messrelian Decl., ¶ 17.

Based on the above calculations, Plaintiff's aggregate maximum exposure for the strongest disputed claims, which again Plaintiff understands Defendants dispute, would be **$519,000**, and the aggregate realistic exposure, after applying the risk discounts discussed above, would be **$315,187.50**. 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 $230,000 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.*, 203 Cal. App. 4th 1112, 1135 (2012) (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. In *Carrington v. Starbucks*, 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. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). 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 $31,515 in PAGA penalties (6,303 x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Defendants have also provided defenses to the Labor Code claims underlying Plaintiff's allegations. 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, his 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.*, 762 F.3d 902 (9th Cir. 2014). 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 PAGA 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 notices submitted by Plaintiff to the LWDA with respect to Aggrieved Employees from April 3, 2023 to April 6, 2026, 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 accurate, itemized wage statements; maintain accurate and complete payroll and time records; and provide and properly pay paid sick leave; and for civil penalties for violation of and/or based on California Labor Code sections 201, 202, 203, 204, 204b, 210, 226 et seq., 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all applicable Industrial Welfare Commission Wage Orders. *See Generally* Settlement Agreement, ¶ 1.28.

Defendant agrees to pay $230,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $76,666.66 (33.33% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $11,996.70 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $3,770.00 in Administration Expenses Payment to the Administrator (APEX Class Action Administration).

iv. $137,566.64 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $103,174.98 (75% of "NSA") to the LWDA, which represents PAGA Penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $34,391.66 (25% of NSA) to the Aggrieved Employees, which represents PAGA Penalties payable to the Aggrieved Employees as civil penalties.

See generally Messrelian Decl., **Exhibit 1, paragraphs 1.15 and 3.2**.

A. Individual Settlement Payment

Plaintiff and each Aggrieved Employee shall receive a pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period. Settlement Agreement, ¶ 1.16.

B. Tax Treatment of Individual Payments

The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. Settlement Agreement, 3.2.1.

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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 $76,666.66 in attorney fees and $11,996.70 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.*, 162 Cal. App. 4th 43, 47 fn. 11 (2008) (*quoting Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000); *see also Lafitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (Cal. Aug. 11, 2016) (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., ¶¶ 26-27.

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*, 20 Cal. 3d. 25, 48-49 (1977) ["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.*, 91 Cal. App. 4th 230, 254 (2001); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-30 (2000).

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $461.00; PAGA initial filing fees of $75.00; service of lawsuit fee of $450.00; expert data analysis fee of $1,495.00; mediation fee of $9,450.00; and miscellaneous filing fees of $65.70 for a total of $11,996.70. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶ 28.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

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 generally* Settlement Agreement, 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., ¶ 29, **Exhibit 1, paragraphs 1.2**

A. Funding of the Gross PAGA Settlement Amount.

Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment, and none of the Gross PAGA Settlement Amount will revert to Defendants. See generally Messrelian Decl., Exhibit 1, paragraphs 3.1 and 4.3.

B. Payments from the Gross PAGA Settlement Amount

Within twenty-one (21) days after Defendants fund the settlement, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. 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 when the check will be voided, which shall be one hundred eighty (180) days after the date of mailing. Exhibit 1, paragraphs 4.4 and 4.4.1.

C. Uncashed or Returned Checks

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 State Controller's Unclaimed Property Fund. The Administrator must conduct an Aggrieved Employee Address Search for any Aggrieved Employee whose check is returned undelivered without a USPS forwarding address and re-mail checks within ten (10) days of receiving a returned check. Exhibit 1, paragraphs 4.4.2 and 4.4.3.

VIII. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

DATED: July 1, 2026 **MESSRELIAN LAW INC.**

By________________________________
Harout Messrelian, Esq.
Attorney for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, LOS ANGELES COUNTY

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

On July 2, 2026, I served the foregoing document(s) described as **[PROPOSED] ORDER ON UNOPPOSED PAGA APPROVAL MOTION; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by attaching true copies thereof and addressing it as follows:

Katherine Den Bleyker
kdenbleyker@ohaganmeyer.com
McKinley Reynolds III
mreynolds@ohaganmeyer.com
O'HAGAN MEYER

Attorneys for Defendant IDEAL CARE CORP.

____ **(BY MAIL)** I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

____ **(BY OVERNIGHT DELIVERY)** I caused such envelope to be delivered via overnight delivery to the addressee listed above.

X **(BY ELECTRONIC TRANSMISSION)** I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

I served the documents by the means described above on July 2, 2026.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/
Harout Messrelian, Esq.