

Electronically Received 06/03/2026 03:42 PM

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LYDA P. SUAREZ
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 LYDA P. SUAREZ,
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12 Plaintiff,

13 vs.

14 BAGCRAFTPAPERCON III, LLC; and
15 DOES 1 to 25, inclusive,

16 Defendant.
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Case No.: 25STCV16636

*[Assigned for all purposes to Honorable Jon
R. Takasugi, Judge]*

**~~PROPOSED~~ ORDER ON UNOPPOSED
PAGA APPROVAL MOTION**

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

Hearing Date: August 3, 2026
Time: 8:30 a.m.
Department: 309

Complaint Filed: June 9, 2025

FILED
Superior Court of California
County of Los Angeles
08/03/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Ventura Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion of Plaintiff Lyda P. Suarez (“Plaintiff”) for Approval of Settlement
3 under PAGA came before this Court on August 3, 2026, at 8:30 a.m.

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 April 19, 2024 and amended PAGA notice dated June 9, 2025 (“LWDA
9 Notice”), on behalf of all current and former non-exempt employees of Defendant from April
10 5, 2024 (one year and 65 days before Plaintiff’s Complaint was filed), through December 16,
11 2025.

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

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

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

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

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

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

8 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross
9 amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) (the
10 “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of payments to the
11 LWDA and Aggrieved Employees, Attorney’s Fees and Costs, and PAGA settlement
12 administration costs. No portion of the Gross Settlement Amount will revert to Defendant.
13 Plaintiff’s Counsel requests an award of attorney’s fees of Forty-One Thousand Six Hundred
14 Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67); costs of Fourteen Thousand Fifty-
15 Seven Dollars and Forty Cents (\$14,057.40). The settlement administrator, APEX Class
16 Action Administration requests administration costs of Three Thousand Nine Hundred Eighty-
17 Five Dollars and Zero Cents (\$3,985.00). Defendant does not oppose these requests. The
18 Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each
19 of these payments, and directs the Settlement Administrator to make the above payments to
20 payments from the Gross Settlement Amount as follows:

- 21 a. \$41,666.67 (1/3 of the GSA) in attorneys’ fees to Harout Messrelian, Esq.
22 of Messrelian Law Inc.;
- 23 b. \$14,057.40 in attorney litigation costs to Harout Messrelian, Esq. of
24 Messrelian Law Inc.;
- 25 c. \$3,985.00 in PAGA Settlement Administrator costs to the Settlement
26 Administrators (APEX Class Action Administration); and
- 27 d. After deducting the foregoing payments, the estimated remainder of
28 approximately \$65,290.93 shall form the Net Settlement Amount (“NSA”).

Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (\$48,968.20) to the LWDA, and the remaining 25 percent (\$16,322.73) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

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

IT IS SO ORDERED.

Date: 08/03/2026, 2026




Honorable Jon R. Takasugi
Judge of the Los Angeles Superior Court

Jon R. Takasugi / Judge

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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.

Lonnie D. Giamela (SBN 228435)
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 Areen Babajanian (SBN 290130)
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FISHER & PHILLIPS LLP

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

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

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PROOF OF SERVICE