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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 14 2026

D. Board **DB**

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF RIVERSIDE**
8 **(UNLIMITED JURISDICTION)**

9 ALEXANDRA WOOD,

10 Plaintiff,

11 vs.

12 TMCSF, INC.; and DOES 1 to 25, inclusive,

13 Defendants.

Case No.: CVRI2403906

*[Assigned for all purposes to Honorable
Harold Hopp, Judge]*

**[PROPOSED] AMENDED ORDER
GRANTING PAGA APPROVAL MOTION**

[Filed Concurrently with Memorandum of
Points and Authorities, Declaration of Harout
Messrelian, Declaration of Alexandra Wood,
and Declaration of Michael Sutherland]

Hearing Date: 5/18/2026

Time: 8:30am

Department: 1

Complaint Filed: June 13, 2024

[PROPOSED] AMENDED ORDER GRANTING PAGA APPROVAL MOTION

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JUL 15 2026 **R**

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Alexandra Wood ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on May 18, 2026, at 8:30am in Department 1 of the
4 Riverside Historic Courthouse.

5 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
7 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
8 letter to the Labor Workforce and Development Agency ("LWDA") dated April 4, 2024 (the
9 "LWDA Letter"), on behalf of all persons within the State of California who are or were
10 employed by Defendant TMCSF, INC. doing business as Riverside Harley-Davidson
11 ("Defendant" or "RSHD") from May 14, 2023 through August 5, 2025 (the "Aggrieved
12 Employees").

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

19 1. The Court finds the instant Action presents a good faith dispute of the claims 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 and Judgment hereby releases and forever discharges
25 the Released Parties [defined as, Defendant and each of its former and present directors,
26 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents,
27 subsidiaries, affiliates, and franchisors] from any and all Released Claims for civil penalties
28 alleged or that reasonably could have been alleged in Plaintiff's Complaint and LWDA

1 Notice.

2 4. The Court finds further that in accordance with *Arias v. Superior Court*, 46
3 Cal. 4th 969 (2009), the foregoing release shall be binding on Plaintiff and the State of
4 California and shall bar and preclude any claim under PAGA brought by any person, including
5 the Aggrieved Employees, on behalf of the State of California, as to the Released Claims and
6 Released Parties;

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

9 6. Under the Settlement Agreement, Defendant agrees to pay a maximum sum of One
10 Hundred Twenty-Eight Thousand Dollars and Zero Cents (\$128,000.00) (the "Gross Settlement
11 Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved
12 Employees, PAGA Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment, and
13 Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to
14 Defendant. Plaintiff's Counsel requests an award of attorney's fees of Forty-Two Thousand Six-
15 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$42,666.66) and litigation costs of Ten Thousand
16 Two-Hundred Eighty Dollars and Fifty-Three Cents (\$10,280.53). The settlement administrator, Apex
17 Class Action Administrators, requests administration costs of Three Thousand Five Hundred Dollars
18 and Zero Cents (\$3,500.00). Defendant does 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:

- 22 a. \$42,666.66 in attorney's fees to Messrelian Law Inc.;
- 23 b. \$10,280.53 in litigation costs to Messrelian Law Inc.;
- 24 c. \$3,500.00 in administration costs to Apex Class Action Administrators; and
- 25 d. After deducting the foregoing payments, the estimated remainder of
- 26 approximately \$71,552.81 shall form the Net Settlement Amount ("NSA").
- 27 Pursuant to Labor Code section 2699(i), the NSA will then be distributed
- 28 75 percent (\$53,664.61) to the LWDA, and the remaining 25 percent

1 (\$17,888.20) to the Aggrieved Employees on a pro rata basis, as set forth in
2 the Settlement Agreement. The Court approves these payments, and directs
3 the Settlement Administrator to issue checks to the LWDA and Aggrieved
4 Employees, along with the Notice of PAGA Settlement, as set forth in the
5 Settlement Agreement, and to otherwise carry out its duties as set forth in
6 the Settlement Agreement

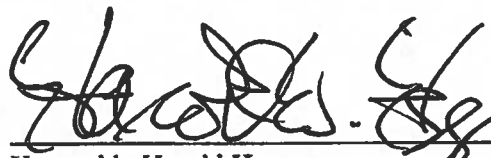
7 7. As part of its duties, the settlement Administrator, Apex Class Action
8 Administrators, shall issue checks for the individual PAGA payments and send them to the
9 Aggrieved Employees via First Class U.S. Mail, postage paid, within 14 days after
10 Defendant funds the Gross Settlement Amount. The Administrator will cancel all checks not
11 cashed by the void date, which is 180 days after the date of mailing. The Administrator shall
12 send a reminder postcard to all Aggrieved Employees who do not cash their checks within 60
13 days of mailing. For any Aggrieved Employee whose individual PAGA payment check is
14 uncashed and cancelled after the void date, the Administrator shall transmit the funds to the
15 California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

16 8. A non-appearance Final Accounting Hearing shall be set for February 18, 2027
17 at 8:30 a.m. in Department 1 of this Court. Plaintiff's counsel shall file a declaration from
18 Apex Class Action Administration regarding the disbursement of the PAGA settlement funds,
19 including the amount of money distributed and/or uncashed, by February 9, 2027.

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

24
25 **IT IS SO ORDERED.**

26
27 Date: July 14, 2026

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Honorable Harold Hopp
Judge of the Riverside Superior Court