

1 HAROUT MESSRELIAN (SBN: 272020)
2 MESSRELIAN LAW INC.
3 500 N. Central Ave., Suite 840
4 Glendale, CA 91203
5 Telephone: (818) 484-6531
6 Facsimile: (818) 956-1983
7 E-mail: hm@messrelianlaw.com

8 Attorneys for Plaintiff

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 ZENNY RIVAS BORGE,

13 Plaintiff,

14 vs.

15 VIE DE FRANCE YAMAZAKI, INC.; and
16 DOES 1 to 25, inclusive,

17 Defendants.

Case No.: 24STCV22387

**[PROPOSED] ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Action filed: 9/3/24

Date: 6/18/2025
Time: 9:00am
Dept: 52

Reservation ID:
072087819696

Department: 52, Hon. Armen
Tamzarian

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement;
2. Plaintiff's Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Zenny Rivas Borge ("Plaintiff") for Approval of Settlement under PAGA came before this Court on June 18, 2025.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letters to the Labor Workforce and Development Agency "LWDA") dated May 24, 2024 (the "LWDA Letter"), on behalf of Production Supervisors and all current and former non-exempt employees of Defendants from June 30, 2023 through Court approval of the PAGA settlement, inclusive.

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

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;
3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's

1 Complaint, including any and all known and unknown claims for civil penalties under the Private
2 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

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

8 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
9 Defendants are directed to make all payments required by the Settlement Agreement;
10

11 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
12 One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) (the "Gross Settlement Amount").
13 The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
14 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
15 Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of
16 Thirty-Six Thousand Six-Hundred Sixty-Six Dollars and Sixty-Six Cents (\$36,666.66); costs of Eleven
17 Thousand Ninety-Seven Dollars and Seventy-Four Cents (\$11,097.74). The settlement administrator,
18 Phoenix Class Action Administrators requests administration costs of Four Thousand Seven-Hundred
19 Fifty Dollars and Zero Cents (\$4,750.00). Defendant does not oppose these requests. The Court finds
20 the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments,
21 and directs the Settlement Administrator to make the above payments to payments from the Gross
22 Settlement Amount as follows:
23

- 24 a. \$36,666.66 in attorney's fees to Messrelian Law Inc.;
- 25 b. \$11,097.74 in costs to Messrelian Law Inc.;
- 26 c. \$4,750.00 in administration costs to Phoenix Class Action Administrators;
- 27 d. After deducting the foregoing payments, the estimated remainder of approximately
28 \$57,485.60 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
2699(i), the NSA will then be distributed 75 percent (\$43,114.20) to the LWDA, and the

1 remaining 25 percent (\$14,371.40) to the Aggrieved Employees on a pro rata basis, as set forth
2 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
3 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
4 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
5 duties as set forth in the Settlement Agreement; and

6
7 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
8 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
9 under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
10 construction, administration, and interpretation of the Settlement Agreement.

11
12 **IT IS SO ORDERED.**

13
14
15

HON. ARMEN TAMZARIAN