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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ZENNY RIVAS BORGE, Plaintiff, vs. VIE DE FRANCE YAMAZAKI, INC.; and DOES 1 to 25, inclusive, Defendants.	Case No.: 24STCV22387 **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF** 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; Memorandum of Points and Authorities in Support Thereof; 2. [Proposed] Order

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on June 18, 2025 at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 52 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff Zenny Rivas Borge ("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 Defendant Vie De France Yamazaki, Inc. (hereinafter "Defendant" or "Vie De France") (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.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: May 9, 2025 By______________________

Harout Messrelian, Esq.
Attorneys for Plaintiff
ZENNY RIVAS BORGE

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendant 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, Production Supervisors, and all current and former non-exempt employees of Defendants in the State of California from June 30, 2023 through Court approval ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant is in the wholesale bakery business. Plaintiff Zenny Rivas Borge was classified as a salaried, exempt employee and worked for Defendant from approximately June 2023 through December 2024 as a Production Supervisor. *See* Messrelian Decl., ¶4.

Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA"). On May 24, 2024, Plaintiff on behalf of herself, Production Supervisors, and Defendant's 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 Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 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 reimbursement business expenses (Labor Code section 2802); (10) failed to pay sick leave at correct rates (Labor Code sections 233, 246), (11) failed to provide suitable seating, and claims under Industrial Welfare Commission Wage Orders 1-2001/4-2001/7-2001. Plaintiff filed her initial lawsuit on September 3, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV22387, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

Through informal discovery, Defendant produced records and represented that it employed approximately 155 employees falling within Plaintiff's Aggrieved Employees definition for the period from June 30, 2023 (one year and 65 days before Plaintiff's PAGA complaint filing) through February 18, 2025, and that there are paychecks issued for a total of approximately 6,135 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 June 30, 2023 through the date of Court approval of the PAGA Settlement. *See* Messrelian Decl., ¶7.

Defendant denies 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 James W. Johnston on February 18, 2025, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for 30 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 the "PAGA Settlement Agreement" (hereinafter "Settlement Agreement") which has attached 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 Defendant 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.

III. <u>FAIRNESS OF THE SETTLEMENT</u>

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 (Angelo Dairy)* (2009) 46 Cal.4th 969.

Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members were not provided meal 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 §§ 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 § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *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 5.1% for short, late, or no meal breaks for shifts that were 5 hours or greater. The data revealed that 99.4% of shifts in the sample were 5 hours or greater. As such, we are dealing with violations covering 6,098 pay periods [6,135 pay periods x 99.4%]. If you extrapolate the 5.1% shift violation rate, it amounts to 23.8% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be $72,550, which is calculated as follows: 6,098 pay periods x 23.8% equals 1,451 affected pay periods; 1,451 pay periods x $50/pay period (civil penalty) amounts to $72,550 in exposure. The latter exposure calculation does not take into account the fact that Defendant paid meal period premiums. Moreover, Defendant indicated that their payroll system automatically paid premium wages for all apparent meal break violations. In addition, Defendant argued they had second meal period waivers for their employees. *See* Messrelian Decl., ¶14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff extrapolated the meal break violation and used it for the rest break analysis. The data revealed that 99.9% of shifts in the sample were 3.5 hours or greater. As such, we are dealing with violations covering 6,129 pay periods [6,135 pay periods x 99.9%]. If you extrapolate the 5.1% shift violation rate, it amounts to 23.8% of pay periods having at least one rest period violation. As such, the maximum exposure for rest period violations in the PAGA period would be $145,900, which is calculated as follows: 6,129 pay periods x 23.8% equals 1,459 affected pay periods; 1,459 pay periods x $100/pay period (civil penalty) amounts to $145,900 in exposure. The latter exposure calculation does not take into account the fact that there was no evidence on paper of rest period violations since rest periods were not tracked by Defendant's timekeeping system, as is common for most businesses in California. *See* Messrelian Decl., ¶15.

As it relates to Plaintiff's other claims, and unlike the arguments for meal period violations, there would be issues with proof. As it relates to Plaintiff's claims for rounding, Plaintiff's expert found no evidence of rounding in the sample, with hours being paid to the second decimal point. In terms of any potential regular rate issue as it relates to overtime or meal/rest period premiums based on bonuses made, it would not be a significant issue because there were only 5 bonus payments seen in the sample at an average of $35.00 each. 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 Plaintiff's claim of business expense reimbursement, Defendant argued that they provided a white smock which the company also laundered every day and that the company provided a $75.00 voucher annually for boots. Furthermore, there was no evidence of liability regarding suitable seating or not paying sick pay at the correct rates. Plaintiff's other claims are derivative claims for violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every pay period or at the end of employment as well as not receiving accurate, itemized wage statements would not be triggered since meal and rest period violations do not trigger these derivative claims. *See* Messrelian Decl., ¶16.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims would be $218,450. 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 $110,000 is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶17.

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. Defendant also adamantly disputes all of

Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶18.

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. (2012) 203 Cal.App.4th 1112, 1135 (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. Carrington v. Starbucks (2018) 30 Cal.App.5th 504 ("Carrington") illustrates this. In that case, 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. 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 $30,675.00 in PAGA penalties (6,135 violations x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the Carrington formula. Defendant has also posed formidable 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., ¶19.

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., ¶20.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, her attorneys, and the State of California. *See* Messrelian Decl., ¶21.

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., Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, 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., ¶22.

IV. TERMS AND PROCEDURES OF THE SETTLEMENT

The Settlement Agreement covers all claims against the Released Parties (as defined in the Settlement Agreement) arising during the Settlement 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 letter submitted by Plaintiff to the LWDA with respect to PAGA Members from June 30, 2023 through Court Approval, including Defendant's alleged failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; failure to provide meal periods and pay meal period premiums; failure to authorize and permit rest periods and pay rest period premiums; failure to timely wages during employment; failure to pay all wages due to discharged and quitting employees; failure to provide accurate itemized wage statements; failure to maintain accurate records; failure to reimburse necessary expenditures; failure to pay sick leave at the correct rates; failure to provide suitable seating; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 2800, and 2802; violations of Wage Order Nos. 1, 4 and/or 7. *See* Messrelian Decl., **Exhibit 1**, Section

I, paragraph 17.

Defendant agrees to pay $110,000.00 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $36,666.66 (33 1/3% of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $11,097.74 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $4,750.00 in PAGA Settlement Administrator costs to the Settlement Administrators (Phoenix).

iv. $57,485.60 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $43,114.20 (75% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and

b. $14,371.40 (25% of NSA) (the "PAGA Members Amount") to the PAGA Members which represents civil penalties payable to the PAGA Members as civil penalties that are allegedly owed in the Action for the period from June 30, 2023 through Court approval. *See* Messrelian Decl., **Exhibit 1,** Section III, paragraph 5.

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in California during the Settlement Period. *See* Messrelian Decl., **Exhibit 1**, Section III, paragraph 5.

For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall be reported on a federal form 1099. *See* Messrelian Decl., **Exhibit 1**, Section IV, paragraph 7.

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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 $36,666.66 in attorney fees and $11,097.74 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.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (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., ¶¶25-26.

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

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $454.22; lawsuit service fee of $125.00; PAGA initial filing fees of $75.00; expert data analysis fee of $1150.00; mediation fee of $9,270.00; and miscellaneous filing fees of $23.52 for a total of $11,097.74. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶27.

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 Defendant or the Released Parties. *See* Messrelian Decl., **Exhibit 1**, Section III, paragraph 1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 1**, Section IV, paragraph 1.

Provision of Information Regarding Alleged Aggrieved Employees. Defendant will in good faith compile from its records a list of Alleged Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Alleged Aggrieved Employee's full name, last known mailing address, start date(s) of employment, end date(s) of employment, and Social Security numbers.

Within fifteen (15) days of the Effective Date, Defendant will circulate the spreadsheet to the Settlement Administrator for purposes of calculating Individual PAGA Payments and mailing.

Explanatory Letter and Individual PAGA Payments. The Settlement Administrator will include copies of the explanatory letter, which has been mutually approved by the Parties and is attached to the PAGA Settlement Agreement, along with Individual PAGA Payments to all Alleged Aggrieved Employees via regular First-Class U.S. Mail. The explanatory letter and Individual PAGA Payments will be mailed to Alleged Aggrieved Employees by the Settlement Administrator as soon as practicable after the Effective Date and after receipt of a spreadsheet from Defendant with sufficient information to allow payments to be made.

The amount to be received by each Alleged Aggrieved Employee will be based on the formula set forth in Section III.5., *supra*. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099.

Undeliverable Notices. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Alleged Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Alleged Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Alleged Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Alleged Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Department of Industrial Relations – Unclaimed Wage Fund in the names of the Alleged Aggrieved Employees to whom the checks were issued.

Payment of Remainder. Within forty-five (45) calendar days of the Effective Date, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of 2699 Civil Penalties to the LWDA and (2) Court-approved attorneys' fees and costs to Borge's Counsel.

Accounting. Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the LWDA and the Settlement Administrator, the Settlement Administrator will provide an accounting under oath to Borge's Counsel and to Defense Counsel of the amounts paid from the Settlement.

See Messrelian Decl., **Exhibit 1**, Section IV, paragraphs 2-6.

VIII. CONCLUSION

Plaintiff respectfully requests that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: May 9, 2025

By____________________

HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

PROOF OF SERVICE BY E-MAIL

Borge v. Vie de France Yamazaki, Inc.
Los Angeles County Case No. 24STCV22387

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 500 N. Central Ave., Suite 840, Glendale, California 91203.

On **May 9, 2025,** I served the foregoing: **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER ON UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California, and/or by following one of the methods of service as follows:

JACKSON LEWIS PC
Hazel U. Poei
Hazel.Poei@jacksonlewis.com
Sheereen Javadizadeh
Sheereen.Javadizadeh@jacksonlewis.com
Attorneys for Defendant

(X) **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on **May 9, 2025**, at Glendale, California.

Harout Messrelian

Journal Technologies Court Portal

Court Reservation Receipt

Reservation

Reservation ID:
072087819696

Status:
RESERVED

Reservation Type:
Motion for Order (Approving PAGA Settlement)

Number of Motions:
1

Case Title:
ZENNY RIVAS BORGE vs VIE DE FRANCE YAMAZAKI, INC.

Case Number:
24STCV22387

Filing Party:
Zenny Rivas Borge (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 52

Date/Time:
June 18th 2025, 9:00AM

Confirmation Code:
CR-ATCRRV4TOQFF3ABXA

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount:
$0.00

Type:
NOFEE

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