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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

09/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: S. Holman Deputy

**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

**~~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: Jerrold Abeles
~~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 Messrelan Law Inc.;
25 b. \$11,097.74 in costs to Messrelan 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.

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12 **IT IS SO ORDERED.**

Attorneys for plaintiff to give notice.

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14 09/22/2025

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Jerrold Abeles
HON. JERROLD ABELES / JUDGE

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Attorneys for Defendant
VIE DE FRANCE YAMAZAKI, INC.

FILED
Superior Court of California
County of Los Angeles

10/10/2025

David W. Stanton, Executive Officer / Clerk of Court

By: S. Holman Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE**

ZENNY RIVAS BORGE,

Plaintiff,

vs.

VIE DE FRANCE YAMAZAKI, INC.; and
DOES 1-25, inclusive,

Defendants.

CASE NO.: 24STCV22387

PAGA ACTION

*[Assigned for All Purposes to the Hon. Armen
Tamzarian, Department 52]*

**~~PROPOSED~~ STIPULATION AND ORDER
REGARDING PAGA APPROVAL**

Complaint Filed: September 3, 2024
Final Status Conference: March 25, 2026
Trial Date: April 6, 2026

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF
RECORD HEREIN:**

Plaintiff ZENNY RIVAS BORGE ("Plaintiff"), on behalf of herself and aggrieved employees, and
Defendant VIE DE FRANCE YAMAZAKI, INC. ("Defendant") (collectively "the Parties") hereby agree
and stipulate as follows:

WHEREAS, on September 18, 2025, the Court approved the settlement in the above-entitled
action;

WHEREAS, subsequent to the approval of the above-entitled action, Defendant discovered that
the number of pay periods in the PAGA Period (defined as the period June 30, 2023 to September 18,
2025) exceeded the 7,055 pay periods bargained for as part of the settlement; and

1 WHEREAS, pursuant to Section III.3 of the Parties' Settlement Agreement (attached hereto as
2 Exhibit "A"), Defendant elects to shorten the PAGA Period to July 28, 2025 so that the number of pay
3 periods does not exceed 7,055.

4 NOW, THEREFORE, subject to the approval of this Court, the Parties stipulate and agree that:

5 1. The PAGA Period in the Settlement Agreement shall be defined as June 30, 2023 to July
6 28, 2025.

7
8 IT IS SO STIPULATED.

9
10 DATED: October 7, 2025

MESSRELIAN LAW INC.

11
12 By: /s/ Harout Messrelian

Harout Messrelian

13 Attorneys for Plaintiff and the Aggrieve Employees
14 ZENNY RIVAS BORGE

15
16 DATED: October 7, 2025

JACKSON LEWIS P.C.

17
18 By: 

19 Hazel U. Poei
20 Sheereen Javadizadeh

21 Attorneys for Defendant
22 VIE DE FRANCE YAMAZAKI, INC.

23 **SIGNATURE CERTIFICATE**

24 I hereby certify that I have obtained counsel's authorization to affix their electronic signature to
25 this document.

26 DATED: October 7, 2025

JACKSON LEWIS P.C.

27 By: 

28 Hazel U. Poei

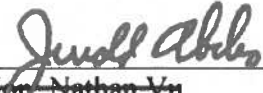
PROPOSED ORDER

Based on the foregoing Joint Stipulation in support of the Parties' request to modify the PAGA Period, and good cause having been shown,

IT IS HEREBY ORDERED

1. The PAGA Period in the Settlement Agreement shall be defined as June 30, 2023 to July 28, 2025. Attorneys for defendant to give notice.

Dated: 10/10/2025


~~Hon. Nathan Vu~~
~~Orange County Superior Court Judge~~

1 **PROOF OF SERVICE**
2 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
3 **CASE NAME: Zenny Rivas Borge v. Vie De France Yamazaki, Inc.**
4 **CASE NUMBER: 24STCV22387**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not a
6 party to the within action; my business address is: 200 Spectrum Center Drive, Suite 500, Irvine,
7 California 92618.

8 On **October 7, 2025**, I caused the foregoing document(s) described as:

9 **[PROPOSED] STIPULATION AND ORDER REGARDING PAGA APPROVAL**

10 to be served on all interested parties in this action as follows:

11 Harout Messrelian 12 MESSRELIAN LAW INC. 13 101 N. Brand Blvd., Suite 1450 14 Glendale, CA 91203	15 <i>Attorneys for Plaintiff</i> 16 ZENNY RIVAS BORGE 17 Telephone: (818) 484-6531 18 Fax: (818) 956-1983 19 Email: hm@messrelianlaw.com 20 azu@messrelianlaw.com
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21 ☒ **BY EMAIL SERVICE:** Based on a court order or an agreement of the parties to accept
22 service by e mail or electronic transmission, pursuant to Cal. Rule of Court 2060 and 2.251 and
23 Cal. Code Civ. Proc. § 1010.6, I caused a true copy of the foregoing document(s) to be served
24 by electronic email transmission to e mail address(es) indicated herein. I did not receive, within
25 a reasonable time after the transmission, any electronic message or other indication that the
26 transmission was unsuccessful. My e-mail address is Kimberly.ferguson@JacksonLewis.com.

27 ☒ **STATE - I declare under penalty of perjury under the laws of the State of California that the**
28 above is true and correct.

Executed **October 7, 2025** at Irvine, California.

21 Kimberly Ferguson
22 Print Name

By: 

Signature