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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FERNANDO GUTIERREZ, Plaintiff, vs. SKY RIDER EQUIPMENT COMPANY INC.; MARTIN VILLEGAS and DOES 1 TO 25, inclusive, Defendants,	Case No.: 24STCV27171 **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF** Action Filed: 10/17/2024 Date: 4/20/26 Time: 9:30am Dept: 34, Hon. Peter A. Hernandez Res. ID. 876211198099 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 April 20, 2026 at 9:30 a.m., or as soon thereafter as the matter may be heard in Department 34 of the above-entitled Court, Plaintiff FERNANDO GUTIERREZ ("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 Defendants SKY RIDER EQUIPMENT COMPANY, INC. and MARTIN VILLEGAS (hereinafter "Defendants" or "SKY RIDER") (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: March 26, 2026

By______________________

Harout Messrelian, Esq.
Attorneys for Plaintiff
Fernando Gutierrez

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendants 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 and all current and former non-exempt employees of Defendants in the State of California from June 28, 2023 through January 2, 2026 ("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

Defendants manufacture facade access systems for new construction and existing buildings and offer a service department which services its own equipment and equipment manufactured by others. Plaintiff worked for Defendants as an installer/assembler from approximately early 2024 through May 2024. During his employment, Plaintiff was classified as an hourly, non-exempt employee. *See* Declaration of Harout Messrelian ("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 June 28, 2024, Plaintiff on behalf of himself and Defendants' 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 Defendants of their claims against Defendants. In his notice to the LWDA, Plaintiff asserted on behalf of himself and the Aggrieved Employees that Defendants (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1194.2, 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 2800/2802); and (10) failed to provide sick pay (Labor Code Section 233/246) and provide suitable seating. Plaintiff filed his initial lawsuit on October 17, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV27171, with sixteen individual causes of action and one additional cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. *See* Messrelian Decl., ¶5.

Through informal discovery, Defendants produced records and represented that they employed approximately 92 employees falling within Plaintiff's Aggrieved Employees definition for the period from June 28, 2023 (one year and 65 days before Plaintiff's PAGA lawsuit) through January 2, 2026, and that there are paychecks issued for a total of approximately 3,111 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 28, 2023 through January 2, 2026. *See* Messrelian Decl., ¶7.

Defendants deny 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 PAGA 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 Todd Smith, Esq. on December 3, 2025, and settled the matter. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendants' policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendants produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for 19 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 "PAGA Settlement Agreement" (hereinafter "Settlement Agreement") along with 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 Defendants 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. **FAIRNESS OF THE SETTLEMENT**

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 claim is that Plaintiff and other PAGA Members were not provided meal 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 71.7% for short, late, or no meal breaks for shifts that were 6 hours or greater. The data revealed that 97.3% of shifts in the sample were 6 hours or greater. As such, we are dealing with alleged violations covering 3,027 pay periods [3,111 total pay periods x 94.4%]. If you extrapolate the 71.7% shift violation rate, it amounts to 100% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period, which Plaintiff understands Defendants dispute, would be $151,350, which is calculated as follows: 3,111 pay periods x 97.3% equals 3,027 affected pay periods; 3,027 pay periods x $50/pay period (civil penalty) amounts to $151,350 in exposure. *See* Messrelian Decl., ¶14.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. In terms of any rounding issues, the hours were paid to the second decimal point, and there is no evidence of rounding issues. In terms of any potential regular rate issue as it relates to overtime or meal/rest period premiums based on bonuses or commissions, there were no bonuses or commission payments seen in the sample. 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 rest break violations, there was no evidence on paper of rest period violations since rest periods were not tracked by Defendants' timekeeping system – nor does the law require tracking – as is common for most businesses in California. Additionally, Defendants claim that employees were given twenty-minute rest breaks at their own discretion and convenience.

Furthermore, Defendants had compliant written meal and rest break policies. *See* Messrelian Decl., ¶15.

As it relates to Plaintiff's claim of business expense reimbursement, Defendants argued that equipment, such as cellphones for work purposes were offered to employees, who had an option to use these company provided cellphones. Employees could choose to opt out of this practice, as Plaintiff did. Defendants also argued that tools were provided to the employees, who also had an option to bring their own equipment to work instead as a matter of preference. Defendants argued that if employees decided to use their own cell phones or tools based on their own preference, there would be no right to reimbursement of those expenses. There was also no evidence seen regarding sick pay violations or suitable seating issues as well as no evidence that Defendants worked on Public Works projects. Finally, 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. The latter would not be triggered since meal period violations do not trigger these derivative claims. *See* Messrelian Decl., ¶16.

Based on the above calculations, Plaintiff's exposure for the strongest disputed claim, which Defendants dispute, would be $151,350. 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 $80,000, an amount that is slightly over 50% of the maximum disputed exposure, 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. Defendants also adamantly dispute 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 $15,555 in PAGA penalties (3,111 violations x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the Carrington formula. Defendants have also posed 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, his 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 Defendants, 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. <u>TERMS OF THE SETTLEMENT</u>

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 letters submitted by Plaintiff to the LWDA with respect to PAGA Members from June 28, 2023 through January 2, 2026, including claims for civil penalties under the PAGA for the alleged failure to: properly pay for all hours worked, pay all minimum wages, pay all overtime wages, provide sick leave or written notice of sick leave, provide lawful meal periods or provide meal premium compensation in lieu thereof, authorize or permit lawful rest breaks or provide rest premium compensation in lieu thereof, reimburse necessary business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, and for civil penalties for violation of and/or based on California Labor Code §§ 201-203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1774, 2800, 2802 et seq., and all applicable Wage Orders provisions. *See generally* Messrelian Decl.,

Exhibit 1, paragraph 1.27.

Defendants agree to pay $80,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $26,666.67 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $9,827.02 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.

iii. $3,490.00 in PAGA Settlement Administrator costs to the Settlement Administrators (Apex).

iv. $40,016.31 (the "Net Settlement Amount" or "NSA") will be divided as follows:

   a. $26,010.60 (65% 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. $14,005.71 (35% 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 28, 2023 through January 2, 2026. *See* Messrelian Decl., **Exhibit 1,** paragraph 3.2.1 to 3.2.3.

The Settlement Administrator will calculate each Individual PAGA Member Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members' PAGA Period Pay Periods. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.1.

The Settlement Administrator will report the Individual PAGA Member Payments on IRS 1099 Forms. Plaintiff and the PAGA Members assume full responsibility for satisfying their own tax obligations associated with any payments they receive under this Agreement. *See* Messrelian Decl., **Exhibit 1**, paragraph 3.2.3.2.

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 $26,666.67 in attorney fees and $9,827.02 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; PAGA initial filing fees of $75.00; mediation fee of $9,025.00; and miscellaneous filing fees of $272.80 for a total of $9,827.02. All of these costs are documented and reasonably incurred. *See* Messrelian Decl., ¶27.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). *See* Messrelian Decl., **Exhibit 1**, paragraph 10.1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Apex Class Action Administration to handle the administration of this Settlement. *See* Messrelian Decl., **Exhibit 1**, paragraph 1.31.

PAGA Member Data. Within fifteen (15) days of the Effective Date, Defendants will deliver the PAGA Member Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet and shall include: each PAGA Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. To protect PAGA Members' privacy rights, the Settlement Administrator must maintain the PAGA Members' Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Settlement Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

Funding of the PAGA Gross Settlement Amount. Defendants shall pay the PGSA in full on the Funding Date.

Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the PAGA Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Member Payments, the LWDA PAGA Payment, the Settlement Administration Costs, Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Litigation Expenses Payment.

The Settlement Administrator will issue checks for the Individual PAGA Member Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Settlement Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

The Settlement Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the Void Date.

For any PAGA Member whose Individual PAGA Member Payment check is uncashed and cancelled after the Void Date, the Settlement Administrator shall transmit the funds represented by such checks to the State of California's Unclaimed Property Division in the name of the PAGA Member to whom those funds were originally issued.

Within seven (7) calendar days after receiving the PAGA Member Data, the Settlement Administrator will provide the Parties with a spreadsheet showing its calculations for anticipated payments to the PAGA Members and the allocation of pay periods for each individual. The

Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff in the Action) in order to protect the PAGA Members' confidential information.

See Messrelian Decl., **Exhibit 1**, paragraphs 4.2 to 4.4.4.

VIII. CONCLUSION

Based upon all of the above and the other documents filed in support of this Motion, Plaintiff respectfully requests that the Court grant this Motion.

Respectfully Submitted,

MESSRELIAN LAW INC.

DATED: March 26, 2026

By______________________

HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

PROOF OF SERVICE BY E-MAIL

Gutierrez v. Sky Rider Equipment Company, Inc. et al.
Los Angeles County Case No. 24STCV27171

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 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **March 26, 2026,** 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:

LEWIS BRISBOIS BISGAARD & SMITH, LLP
Jasmine Shams
Celine Sim
Jasmine.Shams@lewisbrisbois.com
Celine.Sim@lewisbrisbois.com
Attorneys for Defendants

(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 **March 26, 2026**, at Glendale, California.

Harout Messrelian

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Make a Reservation

FERNANDO GUTIERREZ vs SKY RIDER EQUIPMENT COMPANY, INC., et al.

Case Number: 24STCV27171 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-10-17 Location: Stanley Mosk Courthouse - Department 34

Reservation

Case Name:
FERNANDO GUTIERREZ vs SKY RIDER EQUIPMENT COMPANY, INC., et al.

Case Number:
24STCV27171

Type:
Motion for Order (Approving PAGA Settlement)

Status:
RESERVED

Filing Party:
Fernando Gutierrez (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 34

Date/Time:
04/20/2026 9:30 AM

Number of Motions:
1

Reservation ID:
876211198099

Confirmation Code:
CR-APK4QKV6JCBW69AVY

Fees

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

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

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