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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AIKEILA JACOBS, Plaintiff, vs. VENTRA HEALTH, INC.; and DOES 1 TO 25, inclusive, Defendant,	Case No.: 24STCV22479 **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES THEREOF** [Assigned for all purposes to: Honorable Robert B. Broadbelt] Action Filed: 9/3/2024 Date: 7/17/26 Time: 10:00am Dept: 53 Res. ID. 450653877155 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 July 17, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 53 of the above-entitled Court, Plaintiff Aikeila Jacobs ("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 Ventra Health, Inc. (hereinafter "Defendant" or "VENTRA HEALTH") (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 31, 2026

By______________________

Harout Messrelian, Esq.
Attorneys for Plaintiff
AIKEILA JACOBS

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiff and Defendant 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 Defendant in the State of California from July 1, 2023 through the Approval Date ("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 VENTRA HEALTH is a business solutions provider for physician practices, hospitals, and healthcare systems. Plaintiff claimed she was misclassified as a salaried, exempt employee and worked for Defendant from approximately February 2023 until approximately July 2024. Plaintiff was employed as a member of the Human Resources staff. *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 14, 2024, Plaintiff on behalf of herself 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 512, 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); (10) failed to provide sick pay (Labor Code Section 233/246); and (11) failed to provide suitable seating/rest break facilities (Wage Order no. 4-2001/5-2001). Plaintiff filed her initial lawsuit on September 3, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV22479, 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 128 employees falling within Plaintiff's Aggrieved Employees definition for the period from July 1, 2023 (one year and 65 days before Plaintiff's PAGA lawsuit) through the Approval Date, and there were paychecks issued for a total of approximately 2,709 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 July 1, 2023 through the Approval Date. *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 Eve Wagner Esq. on September 22, 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 all 83 employees classified as non-exempt for which data was available, as well as payroll data for all 128 employees classified as exempt and non-exempt, 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 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. 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 claims are that Plaintiff and other PAGA Members were not provided meal breaks and rest breaks under the law, as this is essentially a meal and rest break case. *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 24.4% for short, late, or no meal breaks for shifts that were 6 hours or greater. The data revealed that 87.9% of shifts in the sample were 6 hours or greater. As such, we are dealing with alleged violations covering 2,381 pay periods [2,709 total pay periods x 87.9%]. If you extrapolate the 24.4% shift violation rate, it amounts to <u>91.4%</u> of the 2,381 pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period would be **$108,800**, which is calculated as follows: 2,709 pay periods x 87.9% equals 2,381 pay periods; 2,381 pay periods x 91.4% equals 2,176 affected pay periods; 2,176 pay periods x $50/pay period (civil penalty) amounts to $108,800 in exposure. The latter exposure calculation also does not take into account the fact that Defendant had written meal period policies during the relevant PAGA period. In addition, there are risks to Plaintiff's meal period claims. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge. Additionally, Defendant maintained legally compliant meal period policies as mentioned above. *See* Messrelian Decl., ¶14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff would use the same meal period violation rate and extrapolate from there. As such, Plaintiff would utilize a rest period shift violation rate of 24.4% for shifts that were 3.5 hours or greater. The data revealed that 97.5% of shifts in the sample were 3.5 hours or greater. As such, we are dealing with alleged violations covering 2,641 pay periods [2,709 total pay periods x 97.5%]. If you extrapolate the 24.4% shift violation rate, it amounts to 91.4% of pay periods having at least one rest period violation. Moreover, and due to the difficulties in proving rest break violations, which are not tracked on paper, Plaintiff attributes a 60% chance of success on this claim if it were to forward in Court as Defendant contends they provided non-exempt employees with the opportunity to take rest breaks in accordance with California law, and, accordingly, that Plaintiff's rest break claim has no support. Furthermore, employers are not required to record rest periods, and such periods are paid. Unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Additionally, Defendant maintained legally compliant rest period policies. As such, the realistic exposure for rest period violations in the PAGA period would be **$144,840**, which is calculated as follows: 2,641 pay periods x 91.4% equals 2,414 affected pay periods; 2,414 pay periods x $100/pay period (civil penalty) amounts to $241,400 in maximum exposure, which would be multiplied by a 60% chance of success, and thus yields **$144,840**. As such, the maximum exposure for meal and rest period violations in the PAGA period would be **$253,640.** *See* Messrelian Decl., ¶15.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. 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 a total of 45 bonus payments seen in the sample, however, Defendant argued that the bonuses were non-discretionary in nature. Moreover, since the bonus payment would affect only a very small percentage of the total pay periods, the exposure would be negligible even if there were violations. As far as straight overtime issues are concerned, the data revealed that overtime was paid properly when worked. Moreover, and per the data, the average hours worked per day was 7.7 hours, which is less than the 8-hour overtime threshold for daily overtime. As it relates to rounding violations, the data revealed that work hours were paid to the second decimal point and there was no indication of rounding. As it relates to Plaintiff's claim of business expense reimbursement, Defendant showed through informal discovery that equipment, such as personal cellphones for work purposes and mileage reimbursement were correctly reimbursed. Additionally, as it relates to uniforms, employees did not needed to wear or provide uniforms, so there was nothing to reimburse. As it relates to the lack of rest break facilities, sick pay, or lack of suitable seating provided, there was no evidence seen of these violations. 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 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, which again Plaintiff understands Defendant disputes, would be $253,640. 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 **$100,000** 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 $13,545 in PAGA penalties (2,709 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 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 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 letters submitted by Plaintiff to the LWDA with respect to PAGA Members from July 1, 2023 through the Approval Date, 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 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, provide suitable seating/rest break facilities, 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, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., and all applicable Wage Orders provisions. *See generally* Messrelian Decl., **Exhibit 1**, paragraph 3.1.

Defendant agrees to pay $100,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

i. $33,333.33 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.

ii. $14,791.69 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. $48,384.98 (the "Net Settlement Amount" or "NSA") will be divided as follows:

a. $36,288.74 (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. $12,096.24 (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 July 1, 2023 through the Approval Date. *See* Messrelian Decl., **Exhibit 1,** paragraphs 4.1 to 4.2.

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**, paragraph 1.13.

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**, paragraph 4.2.4.

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 $33,333.33 in attorney fees and $14,791.69 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 $1,150.00; mediation fee of $12,941.25; and miscellaneous filing fees of $46.22 for a total of $14,791.69. 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**, paragraph 11.3.

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**, paragraphs 1.2, 8.1.

- PAGA Members Data. Within 15 calendar days after the Effective Date, Defendant will provide PAGA Members Data to the Administrator only. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Members Data in confidence, use the PAGA Members Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Members Data only to those Administrator employees who need access to the PAGA Members Data to effect and perform under this Agreement. The Administrator will not disclose any PAGA Members Data to Plaintiff or Plaintiff's Counsel. Counsel for the Parties may agree to reasonable extensions of time to provide PAGA Member Data to the Administrator, and any resulting dates.

- Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date. Transfer of the Gross Settlement Amount to the Administrator fully and forever satisfies Defendant's obligations under this Agreement. The Agreement and its releases shall remain valid and enforceable regardless of the Administrator's performance or failure to perform its obligations under this Agreement.
- Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiff's Counsel's Fees Payment, and the Plaintiff's Counsel Expenses Payment.

The Administrator will issue checks for the Individual PAGA 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 90 days after the date of mailing) when the check will be voided. The 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 Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Members Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, if requested by the PAGA Member prior to the void date.

For any PAGA Members whose Individual PAGA Payment check is uncashed by the void date, their PAGA Payment check shall be cancelled. Subject restrictions below, the Administrator shall transmit any remaining funds represented by such checks, on a prorated basis, if necessary, to the California Controller's Unclaimed Property Fund in the name of the PAGA

Member.

The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

If a PAGA Member fails to receive a check or disputes the PAGA Pay Periods worked and timely notifies the Administrator of such an issue by the check void date, the Administrator shall notify Defendant of the issue or dispute. Defendant's pay period data shall be presumed to be correct, and the PAGA Member will bear the burden to prove that Defendant's data is incorrect through documentation conclusively demonstrating otherwise (i.e., a PAGA Member who fails to provide written proof will have his or her challenge denied). In the event that Defendant approves a requested payment in writing, the Administrator may make payment to the PAGA Member from any funds remaining from uncashed settlement checks, if any, that are voided under Section 5.4.3 above. The remainder of any uncashed checks shall be prorated and sent to the California Controller's Unclaimed Property Fund in the name of the PAGA Member. *See* Messrelian Decl., **Exhibit 1**, paragraphs 5.2 to 5.4.5.

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 31, 2026

By__________________________
HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff

PROOF OF SERVICE BY E-MAIL

Jacobs v. Ventra Health, Inc. et al.
Los Angeles County Case No. 24STCV22479

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 31, 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:

Morgan, Lewis and Bockius LLP
Max Fischer
Kevin Bohm
Max.fischer@morganlewis.com
kevin.bohm@morganlewis.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 **March 31, 2026**, at Glendale, California.

Harout Messrelian

Journal Technologies Court Portal

Make a Reservation

AIKEILA JACOBS vs VENTRAL HEALTH, INC.

Case Number: 24STCV22479 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-09-03 Location: Stanley Mosk Courthouse - Department 53

Reservation

Case Name:
AIKEILA JACOBS vs VENTRAL HEALTH, INC.

Case Number:
24STCV22479

Type:
Motion for Order (Approving PAGA Settlement)

Status:
RESERVED

Filing Party:
Aikeila Jacobs (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 53

Date/Time:
07/17/2026 10:00 AM

Number of Motions:
1

Reservation ID:
450653877155

Confirmation Code:
CR-WPIFUDMEEGMAOJZQE

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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