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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**
10 **(UNLIMITED JURISDICTION)**

11 PATCHA MARION,

12
13 Plaintiff,

14 vs.

15 58 EAST COLORADO CORPORATION;
16 VIROJ WATANA; and DOES 1 to 25,
inclusive,

17 Defendants.
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Case No.: 24STCV30959

*[Assigned for all purposes to Honorable
Timothy Patrick Dillon, Judge]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

[Filed Concurrently with Notice of Motion,
Memorandum of Points and Authorities, and
Declaration of Harout Messrelian]

Hearing Date: September 29, 2026

Time: 10:00 a.m.

Department: 15

Complaint Filed: November 22, 2024

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the Motion of Plaintiff Patcha Marion (“Plaintiff”) for Approval of Settlement
3 under PAGA came before this Court on September 29, 2026, at 10:00 am.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff’s Complaint and the
7 letter to the Labor Workforce and Development Agency (“LWDA”) dated September 4, 2024
8 (the “LWDA Letter”), on behalf of all persons within the State of California who are or were
9 employed by Defendants 58 EAST COLORADO CORPORATION and VIROJ WATANA
10 (“Defendants” or “58 EAST”) from September 19, 2023 through June 15, 2026 (the
11 “Aggrieved Employees”).

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
13 and approve any settlement of any civil action filed pursuant to this part.” Lab. Code §
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
16 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

18 1. The Court finds the instant Action presents a good faith dispute of the claims
19 alleged;

20 2. The Court finds in favor of settlement approval and therefore approves the
21 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of
22 the releases and other terms, as fair, just, reasonable, and adequate;

23 3. The Court finds further that Plaintiff, acting on behalf of herself and the State
24 of California, by operation of this Order and Judgment hereby releases and forever discharges
25 the Released Parties (as defined in the Settlement Agreement) from any and all PAGA
26 Released Claims (as defined in the Settlement Agreement) including penalties asserted in
27 Plaintiff’s Complaint, including any and all known and unknown claims for civil penalties
28 under the Private Attorneys General Act, California Labor Code sections 2698, et seq., that

1 arise.

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

7 5. The Parties are directed to comply with all terms of the Settlement Agreement,
8 and Defendant is directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendant agrees to pay the sum of Twenty-
10 Five Thousand Dollars and Zero Cents (\$25,000.00) (the “Gross Settlement Amount”). The
11 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
12 PAGA Counsel’s Fees Payment and PAGA Counsel’s Litigation Expenses Payment, and
13 Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to
14 Defendant. Plaintiff’s Counsel requests an award of attorney’s fees of Eight Thousand Three
15 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33) and litigation costs of Six
16 Thousand Four Hundred Forty-Four Dollars and Seventy-Two Cents (\$6,444.72). The
17 settlement administrator, Phoenix Settlement Administrators, requests administration costs of
18 Three Thousand Four Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$3,478.48).
19 Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is
20 fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
21 Administrator to make the above payments from the Gross Settlement Amount as follows:

- 22 a. \$8,333.33 in attorney’s fees to Messrelian Law Inc.;
- 23 b. \$6,444.72 in litigation costs to Messrelian Law Inc.;
- 24 c. \$3,478.48 in administration costs to Phoenix Settlement Administrators;
 and
- 25 d. After deducting the foregoing payments, the estimated remainder of
26 \$6,743.47 shall form the Net Settlement Amount (“NSA”). Pursuant to
27 Labor Code section 2699(i), the NSA will then be distributed 65 percent
28 (\$4,383.26) to the LWDA, and the remaining 35 percent (\$2,360.21) to the
 Aggrieved Employees on a pro rata basis, as set forth in the Settlement
 Agreement. The Court approves these payments, and directs the Settlement
 Administrator to issue checks to the LWDA and Aggrieved Employees,
 along with the Notice of PAGA Settlement, as set forth in the Settlement
 Agreement, and to otherwise carry out its duties as set forth in the

Settlement Agreement.

7. A non-appearance Final Accounting Hearing shall be set for _____ at _____ a.m/p.m in Department 15 of this Court. Plaintiff's counsel shall file a declaration from Phoenix Settlement Administrators regarding the disbursement of the PAGA settlement funds, including the amount of money distributed and/or uncashed, by _____.

8. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED.

Date: _____, 2026

Honorable Timothy Patrick Dillon
Judge of the Los Angeles Superior Court