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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

(UNLIMITED JURISDICTION)

PATCHA MARION,

Plaintiff,

vs.

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

Defendants.

Case No.: 24STCV30959

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

PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

[Filed Concurrently with Declaration of Harout Messrelian and Proposed Order]

Hearing Date: September 29, 2026
Time: 10:00 a.m.
Department: 15

Complaint Filed: November 22, 2024

TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on September 29, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 15 of the above-entitled Court, Plaintiff Patcha Marion ("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 58 East Colorado Corporation (hereinafter "Defendant" or "58 EAST") (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.

DATED: August 4, 2026 **MESSRELIAN LAW INC.**

By *<u>/s/Harout Messrelian</u>*

Harout Messrelian, Esq.
Yervand Boyajyan, Esq.
Attorneys for Plaintiff,
Patcha Marion

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/Stipulation of Settlement" (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 during the PAGA Period ("Aggrieved Employees"), with their payment. The PAGA Period is defined as the period from September 19, 2023, through the Court's granting of the Approval Order or 60 days from April 16, 2026, whichever is earlier. Given that 60 days have passed and the Approval Order has not been signed, the PAGA Period effectively becomes September 19, 2023, to June 15, 2026. By this Motion and pursuant to California Labor Code section 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

II. ALLEGATIONS AND INVESTIGATION

Defendant is in the restaurant business and operates a Thai restaurant in Los Angeles, California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendant as a server/waitress from approximately 2021 until approximately October 2025. Declaration of Harout Messrelian ("Messrelian Decl.") ¶ 4.

Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On September 4, 2024, Plaintiff on behalf of herself 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 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, 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 reimburse business expenses (Labor Code section 2800/2802); (10) failed to provide sick pay (Labor Code section 233/246); (11) unlawfully took, collected, or deducted gratuities owed to employees (Labor Code sections 351, 353); and (12) failed to provide suitable seating/rest facilities (Wage Order No. 5). Plaintiff filed her initial lawsuit on November 22, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV30959, with one cause of action for PAGA penalties based on the theories as outlined in the PAGA letter. Messrelian Decl., ¶ 5.

Through informal discovery, Defendant produced records and represented that it employed approximately 83 employees falling within the Aggrieved Employees definition for the sample period from August 18, 2023, through January 25, 2026, and that there are paychecks issued for a total of approximately 2,767 employee pay periods worked for that same time period. Defendant has since provided additional data for the period of September 19, 2023, through June 15, 2026, the PAGA Period. In the foregoing period, there are approximately 98 Aggrieved Employees and approximately 3,227 employee PAGA Pay Periods. Messrelian Decl., ¶ 6.

The Settlement Agreement covers Aggrieved Employees, who are all current and former non-exempt employees of Defendant within the State of California during the PAGA Period from September 19, 2023, through June 15, 2026. 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. Messrelian Decl., ¶ 8.

The Parties attended a full-day mediation with experienced mediator Michael Mandel, Esq. on April 16, 2026, 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 Aggrieved Employees through the informal discovery process referenced above. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review. 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, Plaintiff's Counsel is 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 Aggrieved Employees, 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. 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. 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*, 46 Cal. 4th 969 (2009).

Plaintiff alleges that the strongest claims are that Plaintiff and other Aggrieved Employees were not provided meal breaks and rest breaks under the law. 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 sections 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 section 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. Messrelian Decl., ¶ 13.

As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a meal period shift violation rate of only 0.5% for short, late, or no meal breaks for shifts that were 6 hours or greater. The data revealed that 52.2% of shifts in the sample were 6 hours or greater. Plaintiff's analysis is limited to shifts over 6 hours because Defendant had meal period waivers in place for shifts of 6 hours or less, and Defendant represents that approximately 85% of employees signed first and second meal period waivers. Extrapolated to the pay period level, the meal period violation rate for shifts over 6 hours was 2.9%. As such, the maximum exposure for meal period violations in the PAGA Period, which Plaintiff understands Defendant's dispute, would be **$2,450**, which is calculated as follows: 52.2% x 3,227 employee pay periods equals 1,684 affected pay periods; 2.9% x 1,684 affected pay periods equals 49 pay periods; 49 pay periods x $50/pay period (civil penalty) amounts to $2,450 in exposure. Defendant did not pay meal period premiums during the PAGA Period and Plaintiff recognizes that the meal period waivers for sub-six-hour shifts, the very low over-six-hour violation rate, and the individualized and manageability concerns substantially discount this claim. Defendant contends that, to establish a violation for missed meal periods, Plaintiff must do more than show that a meal break was not taken, and determining the exact reasons why a meal period appears to be short, late, or not taken would present manageability problems. Messrelian Decl., ¶ 14.

As it relates to Plaintiff's argument for rest break violations, Plaintiff's data analysis revealed that 94.7% of shifts in the sample were greater than 3.5 hours such that a rest break was owed. Rest periods are not subject to the meal period waivers and are triggered for shifts over 3.5 hours. Defendant's records reflect that no rest period premiums were ever paid to any Aggrieved Employee, and rest breaks were not tracked. Thus, the maximum exposure for rest break violations would be $305,600, which is calculated as follows: 94.7% x 3,227 total employee pay periods equals 3,056 affected pay periods x $100/pay period (civil penalty) amounts to $305,600 in exposure. This figure does not account for the substantial risks to the rest break claim, including that rest breaks were not tracked on paper, that Defendant maintained compliant written rest period policies, and that the claim presents manageability and individualized-inquiry concerns. Applying a 75% discount for these risks, the realistic rest break exposure would be **$76,400**. Messrelian Decl., ¶ 15.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. As it relates to straight overtime, Plaintiff's expert determined that the average shift in the sample was only 7.3 hours, which does not trigger daily overtime, and although a portion of workdays exceeded 8 hours, Defendant's payroll data grouped straight-time and overtime earnings together such that no specific overtime underpayment could be identified. As it relates to minimum wage and rounding, Plaintiff's expert saw no rounding or time-shaving because hours were paid to the second decimal point. As it relates to the regular rate of pay, there were no bonus, commission, incentive, or shift-differential payments seen in the data, so there is no regular-rate issue. Messrelian Decl., ¶ 16.

As it relates to Plaintiff's claim of business expense reimbursement, Defendant argues that there is no evidence that employees were required to use a personal cell phone to effectuate their job duties at a Thai restaurant, that any such use was a matter of personal preference, and that the uniforms worn were not of a distinct style or color so as to warrant reimbursement. Messrelian Decl., ¶ 17.

Based on the above calculations, Defendant's realistic exposure is **$78,850**. 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, and in light of the risk factors discussed above and Defendant's financial condition, a gross settlement in the amount of $25,000 is a very strong result. Messrelian Decl., ¶ 18.

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. Messrelian Decl., ¶ 19.

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.*, 203 Cal. App. 4th 1112, 1135 (2012) (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. In *Carrington v. Starbucks*, 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. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). 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 $16,135 in PAGA penalties (3,227 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 provided 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. Messrelian Decl., ¶ 20.

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 Aggrieved Employees and Plaintiff from continued litigation. Messrelian Decl., ¶ 21.

The settlement of the Action involves monetary relief to all Aggrieved Employees, Plaintiff, her attorneys, and the State of California. Messrelian Decl., ¶ 22.

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 Aggrieved Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F.3d 902 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Plaintiff, the aggrieved employees, 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. Messrelian Decl., ¶ 23.

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IV. TERMS OF THE SETTLEMENT

Defendant agrees to pay $25,000.00 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

1. $8,333.33 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.
2. $6,444.72 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.
3. $3,478.48 in PAGA Settlement Administrator costs to the Settlement Administrator (Phoenix Settlement Administrators).
4. $6,743.47 (the "Net Settlement Amount" or "NSA") will be divided as follows:
5. $4,383.26 (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
6. $2,360.21 (35% of NSA) to the Aggrieved Employees, which represents civil penalties payable to the Aggrieved Employees as civil penalties that are allegedly owed in the Action for the period from September 19, 2023 through June 15, 2026.

Messrelian Decl., ¶ 24; Settlement Agreement ¶¶ 3.1-3.3.

A. Individual PAGA Payment

Plaintiff and each Aggrieved Employee shall receive pro rata share of 35% of the Net Settlement Amount, which shall be calculated based on the number of pay periods the Aggrieved Employee worked during the PAGA Period. Settlement Agreement ¶ 1.13.

B. Tax Treatment of Individual PAGA Payments

Each Aggrieved Employee shall be eligible to receive an Individual PAGA Payment and shall be solely responsible for any and all other individual tax obligations associated with the payment. Settlement Agreement ¶ 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 $8,333.33 in attorney fees and $6,444.72 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.*, 162 Cal. App. 4th 43, 47 fn. 11 (2008) (*quoting Shaw v. Toshiba*

America Information Systems, Inc., 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000); *see also Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (Cal. Aug. 11, 2016) (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 Aggrieved Employees and the State of California while bearing the substantial burdens of contingency representation. Messrelian Decl., ¶ 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*, 20 Cal. 3d 25, 48-49 (1977) ["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.*, 91 Cal. App. 4th 230, 254 (2001); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-30 (2000). Messrelian Decl., ¶ 27.

California courts have the discretion to employ (or decline to employ) a "lodestar cross-check" on a request for a percentage of the fund award. *Laffitte v. Robert Half Intern, Inc.*, 1 Cal. 5th 480, 505 (2016). However, the California Supreme Court in *Laffitte* has now made clear that this cross-check is not required and approved one-third of the class action settlement fund as reasonable attorney fees as "[t]he percentage of the fund method survives in California class action cases...." *Id.* at 504. As other courts have acknowledged since *Laffitte*, "California courts routinely award attorneys' fees of one-third of the common fund." *Lopez v. Mgmt. & Training Corp.,* 2020 U.S. Dist. LEXIS 70029 (S.D. Cal. Apr. 20, 2020). The *Lopez* court explained that it need not "engage in a full-blown lodestar analysis when the primary basis remains the percentage method…" The lodestar calculation is merely a "useful perspective on the reasonableness of a given percentage award." *Id.*, *see also Austin v. Foodliner, Inc.,* 2019 U.S. Dist. LEXIS 79638 ("Trial courts 'also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.'"[1] *Id.* (citing *Laffitte*)). Messrelian Decl., ¶ 28.

"[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (*see Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn.11 (2008); *In re Pacific Enter. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) (awarding 33% of total fund amount).) This is also consistent with Plaintiff's Counsel's experience in wage and hour class and PAGA settlements. Messrelian Decl., ¶ 29.

Should the Court elect to use Plaintiff's Counsel's lodestar as the method for awarding fees, notwithstanding the Court's clear preference for the percentage method, Plaintiff's Counsel's request for attorney's fees of $8,333.33 (1/3 of the Gross Settlement Amount of $25,000) is fair and reasonable based on Plaintiff's Counsel's firm's lodestar as cross-checked against the percentage of the recovery. Plaintiff's Counsel's previous experience in litigating wage and hour class actions and the caliber of opposing counsel also support the reasonableness of the fee request. The award of attorneys' fees sought is also justified by the contingency nature of the attorney-client relationship, the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved Employees. Messrelian Decl., ¶ 30.

In addition, Plaintiff's Counsel incurred substantial costs in the representation of the Aggrieved Employees, which include the following: lawsuit/complaint filing fee of $1,458.72; process service of lawsuit of $210.00; PAGA initial filing fee of $75.00; expert data analysis fee of $1,437.50 (JTC Corporation); miscellaneous court filing fees of $173.50; and half the mediation fee of $3,090.00 (Mandel Mediation, P.C.), for a total of $6,444.72. All of these costs are documented and reasonably incurred. Messrelian Decl., ¶ 31.

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[1] The prohibition on citing unpublished California decisions does not apply to unpublished decisions from the lower federal courts. Cal. Rules of Court, rule 8.1115(a); *Farm Raised Salmon Cases*, 42 Cal. 4th 1077, 1096, fn. 18 (2008) ["Citing unpublished federal opinions does not violate our rules."].) Like published decisions of the lower federal courts, unpublished decisions are not binding on us even on questions of federal law, but they are persuasive authority. *Western Heritage Ins. Co. v. Frances Todd, Inc.*, 33 Cal. App. 5th 976, 989, fn. 6 (2019).

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. Settlement Agreement ¶ 10.1.

VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement. Messrelian Decl., ¶ 33, Settlement Agreement ¶ 1.2.

A. Funding of the Gross Settlement Amount.

The Gross Settlement Amount ("GSA") will be distributed as follows: Defendant shall fully fund the Gross Settlement Amount of $25,000 by transmitting the funds to the Administrator no later than thirty-one (31) days after the Effective Date[2]. None of the Gross Settlement Amount will revert to Defendant. Settlement Agreement ¶ 4.2.

B. Payment from the Gross Settlement Amount

Within fourteen (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 PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. Settlement Agreement ¶ 4.3.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing

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[2] "Effective Date" means the date by when all of the following have occurred: (a) the Court enters Judgment on the Approval Order; and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) the day the Court entered Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

addresses using the National Change of Address Database. Settlement Agreement ¶ 4.3.1.

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced if requested by the Aggrieved Employee prior to the void date. Settlement Agreement ¶ 4.3.2.

The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those expressly specified in this Agreement. Settlement Agreement ¶ 4.3.4.

The Individual PAGA Payments shall not adjust or effect the regular rate of pay in any way for any and all Aggrieved Employees. Settlement Agreement ¶ 4.3.5.

C. <u>Uncashed or Returned Checks</u>

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Settlement Agreement ¶ 4.3.3.

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VIII. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

DATED: August 4, 2026 **MESSRELIAN LAW INC.**

By*/s/Harout Messrelian*
Harout Messrelian, Esq.
Yervand Boyajyan, Esq.
Attorneys for Plaintiff
Patcha Marion

PROOF OF SERVICE

STATE OF CALIFORNIA, LOS ANGELES COUNTY

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

On August 4, 2026, I served the foregoing document(s) described as **PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by attaching true copies thereof and addressing it as follows:

David A. Wimmer
dwimmer@swerdlowlaw.com
Meghan E. O'Kane
mokane@swerdlowlaw.com
SWERDLOW FLORENCE SANCHEZ SWERDLOW & WIMMER

Attorneys for Defendant 58 EAST COLORADO CORPORATION and VIROJ WATANA

____ (**BY MAIL**) I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

____ (**BY OVERNIGHT DELIVERY**) I caused such envelope to be delivered via overnight delivery to the addressee listed above.

__X__ (**BY ELECTRONIC TRANSMISSION**) I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

I served the documents by the means described above on August 4, 2026.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/Yervand Boyajyan
Yervand Boyajyan, Esq.