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FILED
Superior Court of California
County of Los Angeles
10/06/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

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]

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

[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

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

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

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

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

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

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

arise.

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

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

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

a. $8,333.33 in attorney's fees to Messrelian Law Inc.;
b. $6,444.72 in litigation costs to Messrelian Law Inc.;
c. $3,478.48 in administration costs to Phoenix Settlement Administrators; and
d. After deducting the foregoing payments, the estimated remainder of $6,743.47 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 65 percent ($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 10/08/2027 at 4 ~~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 noon on 10/06/2027 .

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: 10/06/2026, ~~2026~~

Honorable Timothy Patrick Dillon
Judge of the Los Angeles Superior Court
Timothy Patrick Dillon/Judge