SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 507

25STCV06105 November 10, 2026
LUIS RICARDO CRUZ, et al. vs B. H. L. ENTERPRISES, INC., et al. 9:00 AM

Judge: Honorable Marisa Hernandez-Stern
Judicial Assistant: A. Hernandez
Courtroom Assistant: S. Shumate

CSR: Proceedings Electronically Recorded
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Grigor Sirmabekhian via LACourtConnect for Sarkis Sirmabekian

For Defendant(s): Nicole Kardassakis via LACourtConnect for Andrea F. Oxman

NATURE OF PROCEEDINGS: Hearing on Motion for Order for Court Approval of PAGA Settlement and Entry of Judgment - ID: 018796386726

The matter is called for hearing.

The Court issues an oral tentative ruling.

The Hearing on Motion for Order for Court Approval of PAGA Settlement and Entry of Judgment is held.

Counsel for each side submit to the Court's tentative ruling.

The Court rules as follows:

The Court adopts the tentative ruling as the Order of the Court.

DISCUSSION:

A. Legal Standard

A "superior court shall review and approve any settlement of any civil action filed pursuant to this part." (Lab. Code, § 2699, subd. (L)(2).) Further, "[t]he proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (*Ibid*.)

B. Terms of the Settlement

The Court previously noted that the terms of the settlement and the supplemental declaration did not match and ordered Plaintiffs to submit a new supplemental declaration and amended settlement. (Minute Order, September 29, 2026.) Plaintiffs have submitted a third

supplemental declaration and Third Amended PAGA Settlement curing this defect.

According to the Third Amended PAGA Settlement, Defendant promises to pay $175,573.40 as the gross settlement amount to settle the PAGA claims alleged in the action. (Third Supp. Decl., Ex. 1, Section 3.1.) From this amount, 33.33% or $58,524.46 is to be paid as PAGA counsel fees, with $11,500.00 for PAGA counsel litigation expenses. (*Id.* at Section 3.2.1.) A PAGA representative payment of $15,000 will be given to each Plaintiff. (*Id.* at Section 3.2.2.) $3,250.00 is to be paid for administration expenses. (*Id.* at Section 3.2.3.) PAGA penalties in the amount of $72,298.94 are to be paid, with 65% ($46,994.31) allocated to the LWDA PAGA payment and 35% ($25,304.63) allocated to the individual PAGA payments. (*Id.* at Section 3.2.4.) There are an estimated 142 Aggrieved Employees covering 6,732 weekly PAGA Periods. (*Id.* at Section 8.)

C. Scope of Release

The Court has previously reviewed versions of the settlement and found that the scope of the release was overbroad because it released any claims which were or could have been alleged based on the facts pled in the Complaint and the LWDA notice. Instead, it should release only all claims that were pled under PAGA in the Action to the extent that they were properly asserted in the LWDA predicate letter that dictates the scope of the PAGA claims that can be brought in this action.

The LDWA letter states that: “The scope of this PAGA letter is intended to include Plaintiff and all other aggrieved employees of all positions against whom the below labor law violations have been committed. The scope includes each employee of each employer named above, whether or not such employee was also employed by any of the remaining employers. Plaintiff and other aggrieved employees engaged in working as roofers, construction workers and laborers and other positions for Defendants.” (Sirmabekian Decl., Ex. 1.) The LDWA letter lists the following violations: unlawful failure to pay overtime, unlawful failure to provide unpaid balance of full amount of overtime compensation, unlawful failure to pay minimum wage, unlawful failure to provide uninterrupted off-duty meal periods, unlawful failure to provide uninterrupted off-duty rest periods, unlawful failure to reimburse expenses, unlawful failure to furnish wage statements, unlawful failure to keep accurate payroll records of daily hours worked, unlawful violation of California Labor Code section 1199, misclassification of employees, unlawful failure to pay wages due upon termination, mandated seating, and unlawful failure to pay timely wages. (*Ibid.*)

The Court reviews the Third Amended PAGA Settlement Agreement to determine whether the proposed release has been cured. Plaintiffs filed a supplemental declaration stating that the release language of section 5.2 has been revised as ordered by the Court. (Sirmabekian Second Supp. Decl., ¶ 8.) Section 5.2 now reads:

> "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties during the PAGA Period that were alleged in the operative complaint of the Action and properly asserted in the PAGA Notice ("Released PAGA Claims"), specifically: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime and/or double time wages for overtime and/or double time hours worked; (3) failure to timely pay wages during employment; (4) failure to timely pay wages at separation; (5) failure to provide meal periods and pay meal period premiums; (6) failure to provide rest periods and pay rest period premiums; (7) failure to provide accurate wage statements; (8) failure to reimburse business expenses; (9) failure to keep and maintain requisite payroll records; (10) misclassification of employees as independent contractors; and (11) interest, attorneys' fees, and costs allowable under PAGA. Nothing in this Agreement shall release any individual claims for damages, wages, or other personal remedies of any Aggrieved Employee, except the Plaintiffs as described in Paragraphs 5.1 and 5.1.1."

The amended release properly releases only all claims that were pleaded in this action to the extent that they were properly asserted in the LDWA letter. Proof of service attached to the Third Amended PAGA Settlement indicates that the LDWA was notified of the proposed change to the settlement. Accordingly, the scope of the release has been cured.

CONCLUSION:

Because the issues previously identified with the PAGA Settlement have been cured in the Third Amended PAGA Settlement, the Court GRANTS Plaintiffs' Motion for Court Approval of PAGA Settlement.

Order Approving Settlement Pursuant to California Labor Code Private Attorneys' General Act and Entry of Judgment is signed, filed, and incorporated herein by reference:

The Court orders the Complaint filed by LUIS RICARDO CRUZ, et al. on 03/05/2025 dismissed With Prejudice.

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Plaintiff to give notice.