

Electronically Received 07/22/2026 10:04 AM

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on behalf of all others similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**
10 **(UNLIMITED JURISDICTION)**

11 GIUSEPPE LOSAVIO,

12 Plaintiff,

13 vs.

14 362NCD BEVERLY HILLS LLC; and DOES
15 1 to 25, inclusive,

16 Defendants.

Case No.: 24STCV30619

*[Assigned for all purposes to Honorable
Doreen B. Boxer, Judge]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

Hearing Date: August 24, 2026

Time: 8:30 a.m.

Department: 311

Complaint Filed: November 20, 2024

1 Plaintiff Giuseppe Losavio's ("Plaintiff") Unopposed Motion for Preliminary Approval
2 of Class Action and PAGA Settlement was scheduled for hearing before the Court on August 24,
3 2026, at 8:30 a.m., before the Honorable Doreen B. Boxer.

4 The Court, having considered the fully executed Settlement Agreement of Class Action
5 and Representative Claims (the "Settlement") attached as Exhibit 1 to the Declaration of Harout
6 Messrelan and the exhibits attached thereto; having considered Plaintiff's Unopposed Motion
7 for Preliminary Approval of Class Action and PAGA Settlement memorandum of points and
8 authorities, supporting declarations filed therewith, and good cause appearing thereto, HEREBY
9 ORDERS THE FOLLOWING:

10 1. The Court grants preliminary approval of the Settlement and the Class based
11 upon the terms set forth in the Settlement filed previously. All capitalized terms used herein
12 shall have the same meaning as defined in the Settlement. The Court has determined there is
13 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
14 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
15 appears to be presumptively valid, subject only to any objections that may be raised at the final
16 hearing and final approval by this Court. The Court will make a determination at the Final
17 Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.

18 2. For purposes of this Order, the Class is defined as follows:

19 The "Settlement Class Members" are all current and former non-exempt California
20 employees of Defendant 362NCD BEVERLY HILLS LLC ("Defendant") during the
21 Settlement Class Period. "Settlement Class Period" means the time period from
December 25, 2023 through July 27, 2025.

22 3. The Court hereby preliminarily finds that the Settlement was the product of
23 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
24 making this preliminary finding, the Court considered the nature of the claims set forth in the
25 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
26 allocation of Settlement proceeds to the Settlement Class Members, and the fact that the
27 Settlement represents a compromise of the Parties' respective positions. The Court further
28 preliminarily finds that the terms of the Settlement have no obvious deficiencies and do not

1 improperly grant preferential treatment to any individual Settlement Class Member.
2 Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith.

3 4. The Court finds that the dates set forth in the Settlement for mailing and
4 distribution of the Class Notice meet the requirements of due process and provide the best notice
5 practicable under the circumstances, and constitute due and sufficient notice to all persons
6 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
7 Class Members as set forth in the Settlement. Accordingly, the Court orders the following
8 implementation schedule for further proceedings:

9 a. Within forty-five (45) calendar days of preliminary approval of this
10 Settlement by the Court, Defendant shall provide to the Settlement
11 Administrator a database containing the following information (“Class
12 Member List”): (a) The full name, last known address, last known telephone
13 number, and full social security number of all Settlement Class Members;
14 and (b) The information necessary to determine the estimated settlement
15 allocation to each Settlement Class Member and PAGA Employee, including
16 without limitation, the total number of workweeks worked by each
17 Settlement Class Member, and the total number of pay periods worked by
18 each PAGA Employee within the Settlement Periods.

19 b. The Settlement Administrator (along with any of its agents) shall represent
20 and warrant that it will: (1) provide reasonable and appropriate
21 administrative, physical and technical safeguards, including a reasonable
22 security protocol, for any personally identifiable information (“PII”), which
23 it receives from Defendant’s Counsel and/or Settlement Class Counsel; (2)
24 not disclose the PII to third parties, including agents or subcontractors,
25 without Defendant’s consent; (3) not disclose or otherwise use the PII other
26 than to carry out its duties as set forth herein; and (4) promptly provide
27 Defendant with notice if PII is subject to unauthorized access, use,
28 disclosure, modification, or destruction. The Settlement Administrator may

1 provide notice to all Parties if the PII is subject to unauthorized access, use,
2 disclosure, modification or destruction; however, all additional
3 communications from the Settlement Administrator regarding the scope,
4 circumstances, and substance shall be communicated solely to Defendant

5 c. The Settlement Administrator shall send a Notice to each Settlement Class
6 Member by first-class mail within fourteen (14) calendar days of receipt of
7 the Class Member List. Prior to mailing the Notice, the Settlement
8 Administrator shall update the addresses of the Settlement Class Members
9 by reference to the National Change of Address Database maintained by the
10 United States Postal Service. If a Notice is returned as nondeliverable but
11 with a forwarding address, the Settlement Administrator shall resend the
12 Notice to the forwarding address. If a Notice is returned as nondeliverable
13 with no forwarding address, the Settlement Administrator shall conduct an
14 advanced skip trace to locate the most current address of the person to whom
15 the Notice was addressed, and shall resend the Notice to any updated address
16 within five (5) calendar days. Upon completion of these steps, the Parties
17 shall be deemed to have satisfied their obligations to provide the Notice to
18 the affected Settlement Class Members.

19 d. The Settlement Administrator shall provide to the Court, concurrently with
20 Named Plaintiff's Motion for Final Approval, a declaration of due diligence
21 and proof of mailing with regard to the mailing of the Notices.

22 e. The Settlement Administrator shall also be responsible for: (1) Mailing the
23 Notice as directed by the Court; (2) Consulting with counsel for the Parties
24 concerning any relevant issue, including (without limitation) the estimated
25 amounts of approximate Individual Settlement Payments, PAGA Employee
26 Payments, and the acceptance of any late or deficient disputes; (3) Keeping
27 track of timely and proper requests for exclusion; (4) Calculation of the
28 Individual Settlement Payments, PAGA Employee Payments, and the PAGA

1 Payment to the LWDA; (5) Providing weekly status reports to counsel for
2 the Parties, including: (a) the number of Notices mailed (including
3 information regarding undeliverable and/or emailed Notices); (b) the number
4 of disputes received (and sending copies of said disputes); (c) the number of
5 objections received; and (d) the number of requests for exclusion received;
6 (6) Notifying Defendant's Counsel of the wiring instructions to fund the
7 Gross Settlement Amount, including the Escalator Election, if any, as
8 approved by the Court; (7) Preparing the checks containing the Individual
9 Settlement Payments; (8) Distributing and paying the Enhancement Award,
10 Individual Settlement Payments, PAGA Employee Payments, the PAGA
11 Payment to the LWDA, and fees and costs awarded to Settlement Class
12 Counsel; (9) Issuing tax forms and addressing employer and employee-side
13 payroll taxes; and (10) Such other tasks as the Parties mutually agree or the
14 Court orders the Settlement Administrator to perform, including responding
15 to questions from Settlement Class Members.

- 16 f. Each Settlement Class Member shall have forty-five (45) calendar days from
17 the mailing of the Notice, or such number of days as the Court shall specify,
18 within which to postmark an objection, for return to the Settlement
19 Administrator. Settlement Class Members whose Notices are returned as
20 undeliverable and who are sent a re-mailed Settlement Notice shall be given
21 an extension of fifteen (15) days from their original deadline to object to
22 postmark an objection. Any Settlement Class Member, who does not
23 affirmatively opt-out of the Settlement by submitting a valid and timely
24 request for exclusion, may object to the approval of class action settlement
25 ("Objecting Class Member"). Any Settlement Class Member who makes a
26 timely request for exclusion has waived their right to object. The Objecting
27 Class Member shall inform the Settlement Administrator in writing and (1)
28 state the Objecting Class Member's name, address, telephone number, and

1 social security number or employee identification number; (2) describe, in
2 clear and concise terms, the legal and factual arguments supporting the
3 objection; (3) list identifying witness(es) the objector may call to testify at
4 the Final Approval Hearing; (4) provide true and correct copies of any
5 exhibit(s) the objector intends to offer at the Final Approval Hearing; (5)
6 state whether the objection applies only to the objector, to a specific subset
7 of the Class, or to the entire Class; (6) be addressed to the Settlement
8 Administrator; (7) be signed by the Objecting Class Member or their or his
9 or her lawful representative; and (8) be postmarked no later than forty-five
10 (45) calendar days from the mailing of the Notice (or the fifteen (15) day
11 extension referenced above for eligible Settlement Class Members).
12 Regardless of whether a Settlement Class Member timely submitted a
13 written objection, a Settlement Class Member who wishes to appear at the
14 Final Approval Hearing and be heard orally in support of, or in opposition to
15 the class action settlement, may do so. Settlement Class Members shall have
16 no right to object to the PAGA release or PAGA Payment.

- 17 g. Each Settlement Class Member shall have forty-five (45) calendar days from
18 the mailing of the Notice within which to complete and postmark a written
19 request for exclusion, for return to the Settlement Administrator. The written
20 request for exclusion must: (1) state the Settlement Class Member's name,
21 address, telephone number, and social security number or employee
22 identification number; (2) state the Settlement Class Member's intention to
23 exclude themselves from or opt-out of the Settlement (e.g. "I want to exclude
24 myself from this settlement. I also understand that I retain all rights to sue
25 Defendant for the claims asserted in this lawsuit."); (3) be addressed to the
26 Settlement Administrator; (4) be signed by the Settlement Class Member or
27 their or his or her lawful representative; and (5) be postmarked no later than
28 forty-five (45) calendar days from the mailing of the Notice (or the fifteen

(15) day extension referenced below for eligible Settlement Class Members). No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) calendar days from their original deadline to postmark a request for exclusion. Settlement Class Members are responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

h. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Qualified Class Member and PAGA Employee.

5. The Court approves, as to form and content, the Notice of Class Action Settlement, attached as Exhibit A to this Order. The Court also approves the procedure for the Settlement Class Members to object to the Settlement set forth in the Class Notice.

6. The Court approves, for settlement purposes only, Harout Messrelan of Messrelan Law Inc. as Settlement Class Counsel.

7. The Court approves, for settlement purposes only, Plaintiff Guiseppe Losavio as

1 the Class Representative.

2 8. The Court approves APEX Class Action Administration as the Settlement
3 Administrator and orders APEX Class Action Administration to perform the duties described in
4 Paragraph 4 and its subparts.

5 9. A Final Approval Hearing shall be held at 8:30 am/pm on
6 March 2, 2027, ~~2026~~ in Department 311 of the Superior Court for the State of
7 California, County of Los Angeles, located at 111 N Hill St, Los Angeles, CA 90012, to consider
8 the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved
9 by this Order, and to consider the application of Settlement Class Counsel for an award of
10 reasonable attorneys' fees and costs incurred and the Incentive Award. All briefs and materials
11 in support of the Motion for an Order of Final Approval and Judgment and Application for
12 Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final
13 approval hearing.

14 10. If for any reason the Court does not execute and file an Order of Final Approval
15 and Judgment, or if the Settlement is not Final, as defined in the Settlement, the proposed
16 Settlement that is the subject of this Order, and all evidence and proceedings had in connection
17 therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation,
18 as more specifically set forth in the Settlement.

19 11. The Court expressly reserves the right to adjourn or continue the Fairness
20 Hearing from time to time without further notice to the Settlement Class Members. The
21 Settlement Administrator shall give prompt notice of any continuance to Settlement Class
22 Members who object to the Settlement.

23 **IT IS SO ORDERED.**

24
25 Date: 08/24/2026


26 Honorable Doreen B. Boxer
27 Judge of the Los Angeles Superior Court
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