

JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
CHAD SAUNDERS (SBN 257810)
chad@crosnerlegal.com
ZACHARY CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel. (866) 276-7637
Fac. (818) 700-9973

Attorneys for Plaintiff
JUAN ANGUIANO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 21 2024

E. Escobedo

NKR

FEB 26 2024

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

JUAN ANGUIANO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

KANA PIPELINE, INC., a California
corporation; DANIEL A. LOCKE, an
individual; and DOES 1-50, inclusive,

Defendants.

CASE NO. Case No.: CVRI2102234

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT

Date: February 21, 2024
Time: 8:30 a.m.
Dept.: 1

~~PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Juan Anguiano’s Motion for Approval of Settlement under PAGA came
3 before this Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”)
8 dated April 27, 2021 (the “LWDA Notice”), on behalf of all individuals who were employed by
9 Defendant Kana Pipeline, Inc. in California as a non-exempt hourly-paid employee, and who
10 worked at least one shift there from May 26, 2020 to April 1, 2023.

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

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
22 California, by operation of this Order and Judgment hereby releases and forever discharges Defendants
23 and the Released Parties (as defined in the Settlement Agreement) from all claims for civil penalties
24 under PAGA arising from the same facts and/or claims alleged in the Action, or related to
25 claims that were pled or that could have been pled based on the facts alleged in the Action,
26 including but not limited to: (A) claims for failure to provide meal periods in violation of Labor
27 Code §§ 226.7, 512 and 1198, failure to provide rest periods in violation of Labor Code §§
28 226.7 and 1198, failure to pay meal or rest period premium wages in violation of Labor Code §

226.7, failure to pay all minimum and regular wages in violation of Labor Code §§ 510, 1194, 1197, 1198 and/or Industrial Welfare Commission Wage Order Nos. 1, 2, 4-10, 13, and 15-17, failure to pay overtime wages in violation of Labor Code §§ 510, 1194, 1197, 1198, failure to timely pay all wages due during employment in violation of Labor Code in violation of Labor Code § 204, failure to timely pay all wages due upon termination of employment in violation of Labor Code §§ 201(a) and 202(a), failure to maintain accurate records in violation of Labor Code §§ 1174 and 1174.5, failure to provide accurate itemized wage statements in violation of Labor Code § 226, failure to provide expense reimbursement in violation of Labor Code §§ 2800 and 2802, failure to provide paid sick leave or provide notice of paid sick leave in violation of Labor Code §§ 246 and 247, failure to compensate for non-productive time in violation of Labor Code Section 226.2; (B) all claims for penalties for failure to pay for any time worked or spent before “clocking in” or after “clocking out,” (C) all claims for penalties relating to any alleged unlawful “rounding” of hours worked, (D) all claims that Defendants are liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (E) all claims that Defendants are liable for any other remedies, penalties, or interest based on the facts alleged in the Actions; and (F) all claims that Plaintiff and/or the State of California may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to PAGA Counsel pursuant to the Settlement Agreement.

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any person, including the PAGA Members, on behalf of the State of California, as to the Released Claims and Released Parties.

5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the Settlement Agreement;

6. 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;

1 7. Under the Settlement Agreement, Defendant agrees to pay Four Hundred Ten Thousand
2 Dollars and No Cents (\$410,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
3 inclusive of payments to the LWDA and PAGA Members, Attorney's Fees and Costs, and Administration
4 costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an
5 award of attorney's fees of \$135,300.00 (33% of the GSA) and reimbursement of actual litigation
6 expenses of \$11,015.93. Defendants do not oppose these requests. The Court finds the Gross Settlement
7 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
8 Administrator to make the following payments from the Gross Settlement Amount:

- 9 a. \$135,300.00 in attorney's fees to Crosner Legal, PC;
10 b. \$11,015.93 in litigation costs to Crosner Legal, PC;
11 c. \$6,000.00 in administration costs to Phoenix Settlement Administrators;

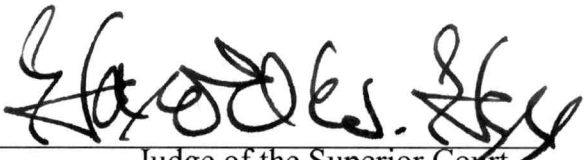
12 8. After deducting the foregoing payments, the estimated remainder of approximately
13 \$257,684.07 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA (about
14 \$193,263.05) will go to the LWDA, and the remaining 25% (about \$64,421.02) will go to the
15 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves
16 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
17 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
18 otherwise carry out its duties as set forth in the Settlement Agreement; and

19 9. A Final Accounting Hearing is set for December 3, 2024. Plaintiff is ordered to file a
20 report concerning administration of the settlement and distribution of funds no later than ten (10) court
21 days beforehand.

22 10. This document shall constitute a Judgment for purposes of California Rule of Court
23 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
24 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
25 the Settlement Agreement and this Judgment.

26 **IT IS SO ORDERED.**

27 2/21/24
28 Dated


Judge of the Superior Court