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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BREANN HOWARD, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

KOULAX ENTERPRISES, a California
Corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No: 21GDCV01154

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: January 14, 2026

Time: 8:30 a.m.

Reservation ID: 465957180582

Judge: Lauren A. R. Lofton

Dept.: X

1 Plaintiff Breann Howard (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(s), against Koufax Enterprises (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
7 California Labor Workforce Development Agency (“LWDA”) was provided with notice of the
8 settlement and the motion for approval of the settlement via its online process and no objection has
9 been received to the settlement or the motion from the LWDA. The Parties seek approval of the
10 settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be paid as part of the
11 settlement as set forth in the Settlement Agreement, which was filed with the Court (“PAGA
12 Settlement”). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of
13 \$235,000, which includes the Net Settlement Amount, PAGA Counsel Fees and Litigation
14 Expenses Payment in the amount of \$86,902.32, comprised of attorneys’ fees in the amount of
15 \$78,333.33 and reimbursed litigation expenses in the amount of \$8,568.99, Service Award to
16 Plaintiff in the amount of \$10,000.00 and the Administration Expenses Payment in the amount of
17 \$5,740.00. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount
18 after the deduction of the PAGA Counsel Fees and Litigation Expenses Payment, Administration
19 Expenses Payment, and Service Award. The Administrator will be Apex Class Action LLC.

20 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement,
21 there were Aggrieved Employees who collectively worked less than approximately 12,500 Pay
22 Periods from April 9, 2020, through May 31, 2025. In regard hereto, the Administrator will provide
23 a declaration under penalty of perjury confirming the number of Aggrieved Employees and Pay
24 Periods worked by the Aggrieved Employees prior to filing of the motion for PAGA Approval. If
25 it is determined that the workweeks through the PAGA Period increase by more than 10% of 12,500
26 workweeks, the Gross Settlement Amount will increase proportionally for the number of Pay
27 Periods over 110% of 12,500. For example, if the total Pay Periods in the PAGA Period are 115%
28 of 12,500, the Gross Settlement Amount shall increase by 5%.

1 The sum of any settlement checks not cashed within 180 days, or the extended deadline as
2 provided in the Settlement Agreement, will be transmitted to the State Controller's Unclaimed
3 Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court
4 approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set
5 forth above.

6 The Court, having reviewed the evidence and papers submitted and argument of counsel,
7 pursuant to Labor Code section 2699(s)(2) hereby GRANTS Plaintiff's motion and approves the
8 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
9 which shall be allocated and paid out as set forth in the Settlement Agreement. The "Aggrieved
10 Employees" are defined as "all current and former non-exempt non-managerial employees who
11 worked for Defendant Koulax Enterprises' California stores, which are listed as follows: Riverside,
12 Chino, Burbank, El Monte, Simi Valley, Ventura, and Montclair, at any time from April 9, 2020
13 through May 31, 2025 ("PAGA Period"). Upon entry of Judgment and funding in full of the PAGA
14 Settlement by Defendant, Defendant and each of its insurers, brands, concepts, affiliates,
15 subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors,
16 agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any
17 individual or entity that could be jointly liable with Defendant ("Released Parties") shall be entitled
18 to a release from the State of California, the LWDA, Plaintiff and the Aggrieved Employees as to
19 the following claims: all claims arising under PAGA that were or could have reasonably been
20 alleged based on the facts alleged in the Action through the end of the PAGA Period, including their
21 right to bring representative PAGA claims on behalf of others. The release of claims for PAGA
22 penalties shall bind only the named Plaintiff, the Aggrieved Employees, and the State of California.
23 ("Released PAGA Claims").

24 Neither the Settlement Agreement nor the settlement contained therein, nor any act
25 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
26 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
27 Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or
28 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,

1 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
2 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
3 this action in any other action that may be brought against it or them in order to support a defense
4 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
5 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
6 similar defense or counterclaim.

7 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
8 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
11 the distribution of settlement benefits.

12 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
13 **ENTERED ACCORDINGLY.**

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15 DATED: _____, 2026
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18 _____
19 THE HONORABLE LAUREN A. R. LOFTON
20 JUDGE OF THE SUPERIOR COURT
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