

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiffs

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SERGIO OSUNA, an individual, on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

MAN STAFFING, LLC, a California limited
liability company, KAMRAN STAFFING
INC., a California corporation and DOES 1-50,
inclusive,

Defendant.

Case No. 23STCV13377

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEY GENERAL ACT OF 2004
("PAGA"); ~~PROPOSED~~ ORDER
THEREON**

FILED
Superior Court of California
County of Los Angeles
10/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: D. Haro Deputy

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Julie Sohyun Oh (SBN 341157)
4 **MOON LAW GROUP, PC**
5 1055 W. Seventh St., Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kmoon@moonlawgroup.com
10 E-mail: afeghali@moonlawgroup.com
11 E-mail: joh@moonlawgroup.com

12 Attorneys for Plaintiffs

13
14 MARC P. GRISMER
15 NATHANIEL J. PATTERSON
16 GRISMER PATTERSON
17 9901 Paramount Boulevard, Suite 222
18 Downey, California 90240
19 Telephone: 714.988.4052
20 Facsimile: 714.418.5609
21 mgrismer@gp-lawfirm.com
22 npatterson@gp-lawfirm.com

23 Attorneys for Defendants
24
25
26
27
28

1 Plaintiffs SERGIO OSUNA, ENEDINA MENA, and YEFRI R. ZELAYA-MARQUEZ
2 (“Plaintiffs”) and Defendants MAN STAFFING, INC., and KAMRAN STAFFING, INC.
3 (“Defendants”) (collectively, the “Parties”) together submit this joint stipulation, and hereby
4 stipulate and agree as follows:

5 WHEREAS, this PAGA Representative Action was filed by Plaintiff SERGIO OSUNA on
6 June 12, 2023.

7 WHEREAS, Plaintiff ENEDINA MENA, a former employee of Defendant Man Staffing,
8 LLC, filed an action against Defendant Man Staffing, LLC, and other entities on January 23, 2023,
9 titled *Enedina Mena v. Capital Logistics Services West, Inc. et al.*, Case No. 23STCV01488.

10 WHEREAS, YEFRI R. ZELAYA-MARQUEZ, a former employee of Defendant Man
11 Staffing, LLC, filed an action against Defendant Man Staffing, LLC, and other entities on September
12 20, 2022, titled *Yefri R. Zelaya-Marquez v. Bon Appetit Danish, Inc. et al.*, Los Angeles Superior
13 Court, Case No. 22STCV30722.

14 WHEREAS, on April 18, 2024, the Parties attended a global mediation with Eve Wagner,
15 Esq., a prominent wage and hour mediator, on April 18, 2024.

16 WHEREAS, following a full day of mediation and subsequent settlement negotiations,
17 Plaintiffs and Defendants Man Staffing, LLC and Kamran Staffing, Inc. were able to reach a
18 settlement agreement, including an agreement for Plaintiffs to file a First Amended Complaint, filed
19 May 30, 2024;

20 WHEREAS, In the FAC, Plaintiffs allege Defendants are liable for: (1) failing to comply
21 with California law concerning payment of lawful wage for all hours worked, including minimum
22 wages; (2) failure to pay overtime hours worked; (3) failing to provide meal periods; (4) failure to
23 authorize and permit rest periods; (5) failure to reimburse for required business expenses; (6) failing
24 to pay all wages owed twice per month; (7) failing to pay wages due upon termination; and (8)
25 failing to provide accurate itemized wage statements. The FAC is the operative complaint in the
26 Action (the “Operative Complaint.”)

27 WHEREAS, prior to mediation, Defendant produced to Plaintiffs, through informal
28 discovery, relevant documents and information suitable for Counsel for Plaintiffs to engage in

1 informed settlement negotiations.

2 WHEREAS, the Parties concluded that there were benefits associated with settling the
3 matter, and concluded, after taking into account the sharply disputed factual and legal issues
4 involved in this litigation, the risks associated with further prosecution, the substantial benefits to
5 be received pursuant to the compromise and settlement of the PAGA representative penalty claims
6 as set forth in the Settlement Agreement, that settlement on the terms set forth therein is in the best
7 interest of the Plaintiffs, the LWDA, the aggrieved employees, and Defendants, and is fair and
8 reasonable.

9 WHEREAS, Defendants deny any liability or wrongdoing of any kind associated with the
10 claims alleged in the Action; Defendants contends that Defendants have complied at all times with
11 the California Labor Code, the related California Wage Orders, and all other state wage laws, and
12 further contends that the Action is without merit; Defendants have denied and continue to deny each
13 and every material factual allegation and alleged claim asserted against it in the Action and deny
14 that Plaintiffs or any other employee has been harmed based on the allegations raised by Plaintiffs.

15 WHEREAS, the Parties have reached a settlement of the claims of the Aggrieved Employees
16 who are defined as: all current and former non-exempt hourly employees of Defendants in the State
17 of California at any time from September 16, 2021, until April 18, 2024 (the “PAGA Period.”)

18 WHEREAS, the Parties negotiated and finalized the terms of a settlement memorialized in
19 a long-form PAGA Settlement Agreement (the “Settlement Agreement”); a true and correct copy of
20 the executed Settlement Agreement is attached to the concurrently filed Declaration of Nazo
21 Koulloukian as **Exhibit 1**; in drafting the Settlement Agreement, the Parties utilized the LASC
22 model settlement agreement, a true and correct copy of a redline showing all edits made to the model
23 settlement agreement is attached to the Koulloukian Declaration as **Exhibit 2**.

24 WHEREAS, filed herewith are the declarations of Plaintiffs detailing their involvement in
25 prosecuting this action.

26 WHEREAS, through this Stipulation, the Parties request that the Court “review and approve
27 any penalties sought as part of a proposed settlement agreement” pursuant to Lab. Code § 2699(1).
28 If the Court deems the PAGA penalties are fair and acceptable, the Parties request that the Court
enter Judgment in accordance with the terms set forth in the Settlement Agreement.

1 WHEREAS, the original PAGA Notices, and the Settlement Agreement have been
2 uploaded as required to the LWDA website, evidence of which is attached to the concurrently filed
3 Declaration of Nazo Koulloukian.

4 WHEREAS, the Parties seek to obtain the Court's approval of the settlement terms and
5 resolve this matter in the most efficient manner possible.

6 WHEREAS, for the reasons set forth in the supporting declarations of Plaintiffs and their
7 Counsel, the PAGA settlement obtained here, including a Gross Settlement Amount of \$1,000,000,
8 is fair and reasonable.

9 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
10 HERETO AS FOLLOWS:

11 The Parties stipulate and jointly request that the Court approve the Settlement Agreement
12 which includes the following key terms:

13 a. Aggrieved Employees: all current and former non-exempt hourly employees of
14 Defendants in the State of California at any time from September 16, 2021, until April 18, 2024 (the
15 "PAGA Period.")

16 b. Gross Settlement Amount. Defendant agrees to pay the total sum of \$1,000,000.00
17 (One Million Dollars) in full settlement of the Action. The Gross Settlement Amount will be
18 allocated as follows:

19 i. PAGA Counsel's collective attorney fee request of 33.33% of the
20 Settlement Payment (\$333,300);

21 ii. PAGA Counsel's actual costs amounting to \$29,497.03;

22 iii. Administration costs of \$12,000 to be paid to the Settlement Administrator,
23 Phoenix Settlement Administrators;

24 iv. Plaintiffs' representative service awards of \$7,500.00 to each Plaintiff, for
25 a total of \$22,500.00;

26 v. The remainder of the Gross Settlement Amount after deducting the items
27 (i), (ii), (iii), and (iv) shall be designated as the Net Settlement Amount equaling
28 \$599,702.97, to be allocated between the LWDA and the Settlement Group Members

1 pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$449,777.23) and
2 25% paid to the Aggrieved Employees (\$149,925.74) with each individual receiving the
3 same share. No portion of Plaintiffs' enhancement awards shall be sent to the LWDA.

4 c. Effective Date. The effective date of the Settlement Agreement shall be the date set
5 forth in Paragraph 1.9 of the Settlement Agreement.

6 d. No Ability to Object or Opt-Out. The Settlement Group Members are not permitted
7 to opt-out or object to the Settlement Agreement. *See Robinson v. Southern Counties Oil Co.*
8 (August 13, 2020), First Appellate Dist. A158791.

9 e. Tax Treatment of Settlement Amounts. With regard to settlement payments to the
10 Aggrieved Employees and Plaintiffs, IRS Form 1099s will be issued. Payment of PAGA Counsel
11 Fees & Costs will be reflected in a Form 1099 to PAGA Counsel.

12 f. Settlement Funding and Payments. Defendant shall fully fund the Gross Settlement
13 Amount by transmitting the funds to the Administrator as outlined in the Settlement Agreement,
14 in 40 equal installments over 40 months. Payment of the representative service awards shall be
15 made within 14 days of Defendant's first installment payment pursuant to Paragraph 6 of the
16 Settlement. Payment to Aggrieved Employees will be made within 14 days of the date the
17 Settlement Administrator has received funds sufficient to fund all Aggrieved Employees'
18 payments. Thereafter, there shall be three distributions of amounts representing Attorneys' fees,
19 attorneys' costs, and settlement administration costs, payable on a *pro rata* basis with the first
20 payments made within 14 days of Defendant's 12th payment, the second payment made within 14
21 days of Defendant's 26th payment, and the third made within 14 days of Defendant's final
22 payment.

23
24
25
26
27
28

[Signatures on following page.]

1 **IT IS SO STIPULATED:**

2

3

4 Dated: September 16, 2024

5

6

7

8

9 Dated: September 16, 2024

10

11

12 Dated: September 16, 2024

13

14

15

16

17

18

19

20

21

22

23

24

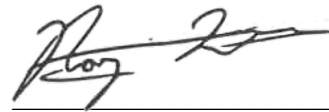
25

26

27

28

By:



Nazo Koulloukian, Esq.
KOUL LAW FIRM, APC
Attorneys for Plaintiffs

By: /s/ Kane Moon

Kane Moon
MOON LAW GROUP, PC
Attorneys for Plaintiffs

By:

/s/ Marc P. Grismer

Marc P. Grismer
Nathaniel J. Patterson
GRISMER PATTERSON
Attorneys for Defendants

1 Nazo Koulloukian, SBN 263809
nazo@koullaw.com
2 KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
3 Los Angeles, CA 90010
Telephone: (213) 761-5484
4 Facsimile: (818) 561-3938

5 Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
6 Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
7 MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
8 Tarzana, CA 91356
Telephone: (818) 609-0807
9 Facsimile: (818) 609-0892

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

14 SERGIO OSUNA, an individual, on behalf
15 of himself, all aggrieved employees, and
the State of California as a Private
Attorneys General,

16 Plaintiff,

17
18 vs.

19
20 MAN STAFFING, LLC, a California
21 limited liability company, KAMRAN
STAFFING INC., a California
22 corporation and DOES 1-50, inclusive,

23 Defendant.

Case No. **23STCV13377**

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Complaint filed: June 12, 2023

1 Before the Court is the Parties' Joint Stipulation Requesting Approval of Settlement
2 Pursuant to the Private Attorney General Act of 2004 ("PAGA"). The Court having considered all
3 papers filed and proceedings herein and otherwise being fully informed, and having made this
4 Judgment which constitutes a final adjudication of this matter on the merits, and good cause
5 appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
8 have the same meaning as given in the PAGA Settlement Agreement (the "Settlement").

9 2. The Labor Workforce and Development Agency ("LWDA") has been given notice
10 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
11 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiffs
12 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
13 finds and determines that Plaintiffs' notice of the Settlement complied with the statutory
14 requirements of PAGA.

15 3. The Court confirms approval of the Settlement as to the following group of
16 individuals, collectively referred to as the "Aggrieved Employees":

17 All current and former non-exempt hourly employees of Defendant
18 in the state of California at any time from September 16, 2021, until
19 April 18, 2024 (the "PAGA Period.")

20 4. This Court has jurisdiction over the subject matter of this litigation, over all
21 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
22 under the Settlement.

23 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
24 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

25 6. The Court approves the Notice of Settlement (Exhibit A to the Settlement
26 Agreement) to be mailed to Aggrieved Employees.
27
28

1 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
2 releases the following “Released PAGA Claims” against Defendants and the other Released Parties,
3 as defined by the Settlement Agreement.

4 All Aggrieved Employees are deemed to release the Released Parties
5 from any and all claims, known or unknown, for civil penalties under
6 California Labor Code section 2698 et seq. (PAGA) that were
7 asserted in any and/or all of the complaints in the Action and/or any
8 of Plaintiffs’ letters to the LWDA (including any subsequently
9 amended complaints or letters); and/or any and all claims, known or
10 unknown, that could have been asserted based on the factual
11 allegations in any and/or all of the complaints in the Action and/or
12 any of Plaintiffs’ letters to the LWDA (including any subsequently
13 amended complaints or letters). This release includes, but is not
14 limited to, claims for PAGA civil penalties premised on: California
15 Labor Code sections 200-204, 210, 218, 218.5, 226, 226.7, 248, 256,
16 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.2, 1198, 1199, and
17 2802. The release shall run through April 18, 2024.

12 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
13 methodology used to calculate and pay each Individual PAGA Payment, in accordance with the
14 Settlement, are fair and reasonable.

15 9. The Court authorizes the Settlement Administrator to calculate and pay the
16 Individual PAGA Payments, in accordance with the terms of the Settlement.

17 10. The Court awards the Settlement Administrator in this Action its fees and costs of
18 \$12,000, to be paid from the Gross Settlement Amount, in accordance with the terms of the
19 Settlement.

20 11. The Court awards to PAGA Counsel in this Action 33.33% of the Gross Settlement
21 Amount for their attorneys’ fees (\$333,300), and an additional \$29,497.03 in costs, to be paid from
22 the Gross Settlement Amount, in accordance with the terms of the Settlement.

23 12. The Court awards to each Plaintiff in this Action a PAGA Representative Payment
24 in the amount of \$7,500 each, for a total of \$22,500, to be paid from the Gross Settlement Amount,
25 to compensate him for initiating and pursuing the Action and undertaking the risk of liability for
26 attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Action.

27 13. The Court approves the allocation and payment of \$599,702.97 (the “PAGA
28 Penalties”) as for the compromise of claims brought under PAGA, to be paid in accordance with

1 the terms of the Settlement. Under the terms of the Settlement, 75% (\$449,777.23) of the PAGA
2 Penalties will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25%
3 (\$149,925.74) of the PAGA Penalties shall be distributed to the Aggrieved Employees in
4 accordance with the terms of the Settlement.

5 14. Checks for the Individual PAGA Payments sent to Aggrieved Employees shall be
6 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
7 uncashed after 180 days will be disbursed to the California State Controllers' Office, Unclaimed
8 Property Fund, in the name of the Aggrieved Employee.

9 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
10 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
11 as well as the Settlement.

12 16. The Settlement and this resulting Order and Judgment represent a compromise of
13 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
14 an admission or concession by any party.

15 17. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
16 the date of this Order.

17 18. In accordance with the terms of the settlement, Defendant shall fund the settlement
18 in forty (40) monthly installment payments. Accordingly, the Court will require a status report
19 every 12 months from the date of this Order until such time all payments have been made and the
20 settlement fully administered. Upon satisfaction that the appropriate payments have been made,
21 the Court will close this case.

22 19. The OSC set on 12/23/24 is VACATED. A Status Review is set for 10/3/25 at 8:30 am, per
23 Para 18, above.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 Dated: 10/03/2024

Randolph M. Hammock

Judge of the Superior Court

PROOF OF SERVICE

**Case No. 23STCV13377
*Osuna v. Man Staffing, LLC., et al.***

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 17, 2024, I served the foregoing document described as:

- 1. JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("PAGA"); [PROPOSED] ORDER THEREON;**
- 2. [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
- 3. DECLARATION OF SERGIO OSUNA;**
- 4. DECLARATION OF ENEDINA MENA IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004;**
- 5. DECLARATION OF YEFRI R. ZELAYA-MARQUEZ IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004;**
- 6. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004;**
- 7. DECLARATION OF KANE MOON IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004;**
- 8. DECLARATION OF SAHAG MAJARIAN IN SUPPORT OF APPROVAL OF PAGA REPRESENTATIVE ACTION; and**
- 9. DECLARATION OF JODEY LAWRENCE OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004**

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this September 17, 2024, in Los Angeles, California.



NADIA CHAVEZ

PROOF OF SERVICE

Case No. 23STCV18811

Orantes v. Los Angeles Times Communications, LLC

MARC P. GRISMER

NATHANIEL J. PATTERSON

GRISMER PATTERSON

9901 Paramount Boulevard, Suite 222

Downey, California 90240

Telephone: 714.988.4052

Facsimile: 714.418.5609

mgrismer@gp-lawfirm.com

npatterson@gp-lawfirm.com

Attorneys for Defendant Man Staffing, LLC., et al.