

Electronically Received 11/01/2024 11:34 AM

12/27/2024

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on behalf of the State of California,
and others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CANDICE VALENZUELA, on behalf of the
State of California, and others similarly situated
and aggrieved,

Plaintiff,

v.

KAZI FOODS, INC., a California
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV29564

Assigned for All Purposes to:
Hon. Colin Leis
Dept. 74

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEY'S GENERAL ACT**

Date: December 27, 2024
Time: 8:30 am
Dept.: 74

Reservation ID: 873883866180

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Candice Valenzuela’s Motion for Approval of Settlement under PAGA
3 came before this Court on December 27, 2024 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 her letter to the Labor Workforce & Development Agency (“LWDA”) dated September 27, 2023 (the “PAGA Notice”), on behalf of all individuals who worked for
8 Defendant Kazi Foods, Inc. (“Kazi”) in California as hourly and/or non-exempt employees for
9 one or more pay periods in California as a non-exempt hourly-paid employee from September
10 30, 2022 until October 15, 2024.

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 herself and the State of
22 California, and the LWDA, by operation of this Order and Judgment hereby release and forever discharge
23 Defendant and the Released Parties (as defined in the Settlement Agreement) from all claims for PAGA
24 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
25 facts stated in the Operative Complaint and the PAGA Notice.
- 26 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
27 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
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1 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
2 Claims and Released Parties.

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

7 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendant is directed to make all payments required by the Settlement Agreement;

9 7. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Thirty
10 Thousand Dollars and No Cents (\$330,000.00) (the "Gross Settlement Amount") within thirty days (30)
11 days of the Effective Date. The Gross Settlement Amount is inclusive of payments to the LWDA and
12 Aggrieved Employees, an enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration
13 costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff requests a
14 representative enhancement award of \$7,500.00, and Plaintiff's Counsel requests an award of attorney's
15 fees of \$110,000.00 and reimbursement of actual litigation expenses of \$15,523.98. Defendants do not
16 oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and
17 approves each of these payments, and directs the Settlement Administrator to make the following
18 payments from the Gross Settlement Amount:

- 19 a. \$110,000.00 in attorney's fees to Crosner Legal, PC;
- 20 b. \$15,523.98 in litigation costs to Crosner Legal, PC;
- 21 c. \$7,500.00 to Plaintiff Candice Valenzuela as a representative enhancement for her
22 services as the named plaintiff in this matter, and in consideration of her full general release of claims and
23 waiver of Civil Code section 1542; and
- 24 d. \$5,250.00 in administration costs to Phoenix Settlement Administrators, which is
25 approved by the Court as the Settlement Administrator;

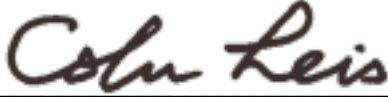
26 8. After deducting the foregoing payments, the estimated remainder of approximately
27 \$191,726.02 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
28 NSA will then be distributed 75 percent (approximately \$143,931.51) to the LWDA, and the remaining 25

1 percent (approximately \$47,931.51) to the Aggrieved Employees on a pro rata basis, as set forth in the
2 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
3 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
4 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
5 Agreement; and

6 9. This document shall constitute a Judgment for purposes of California Rule of Court
7 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
8 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
9 the Settlement Agreement and this Judgment.

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11 **IT IS SO ORDERED.**

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13 Dated: 12/27/2024

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Judge of the Superior Court

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