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14 and all other Aggrieved Employees

15
16 **SUPERIOR COURT OF CALIFORNIA**
17
18 **COUNTY OF IMPERIAL – EN CENTRO COURTHOUSE**
19

20 FRANCISCO AMEZQUITA, on behalf of
21 himself and all other aggrieved employees,

22 Plaintiff,

23 vs.

24 KAIZEN RESOURCES, INC., a Delaware
25 corporation; and DOES 1 through 100,
26 inclusive,

27 Defendants.
28

Case No. ECU003568

[Hon. Jeffrey B. Jones, Dept. 5]

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT
AND JUDGMENT**

Date: February 20, 2025

Time: 8:30 a.m.

Dept.: 5

1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 Plaintiff's Motion for Approval of Settlement of PAGA Claims (the "Motion") came
3 before this Court for hearing on a regularly noticed motion. The Court, having reviewed and
4 considered the Motion, its accompanying memoranda, exhibits submitted in support thereof,
5 including the PAGA Settlement Agreement (the "Settlement Agreement"), and having heard
6 argument regarding the Motion, and the file in the action, finds that the Motion should be, and
7 hereby is, GRANTED according to the terms of this Order.

8 The Court finds that the proposed PAGA Settlement, as reflected in the Settlement
9 Agreement, is fair, reasonable, and should be approved.

10 The Parties to the Settlement Agreement, Plaintiff Francisco Amezquita ("Plaintiff") and
11 Defendant Kaizen Resources, Inc. ("Defendant"), are hereby ORDERED to take all steps
12 necessary to timely effectuate the terms of the Settlement Agreement, including the following:

13 Phoenix Settlement Administrators ("Phoenix") shall be appointed to carry out the
14 settlement administration functions of this PAGA Settlement, including calculation and issuance
15 of payments and the PAGA Notice.

16 "Aggrieved Employees" for purposes of this Order and Judgment are defined as all
17 individuals that were employed by Defendant Kaizen Resources, Inc. as non-exempt employees
18 in the State of California, at any time during the PAGA Period. The PAGA Period shall begin on
19 September 5, 2022, and continue through the earlier of: (1) the date of this Order and Judgment,
20 or (2) the date on which the total number of pay periods worked by the Aggrieved Employees
21 does not exceed 2,205.

22 Within ten (10) business days after the Effective Date of the PAGA Settlement,
23 Defendant shall deposit the PAGA Settlement Sum with Phoenix. Within ten (10) business days
24 after receipt of the PAGA Settlement Sum, Phoenix shall cause all settlement payments to be
25 paid, including the payment to the LWDA, the payment to the Aggrieved Employees, and the
26 payments to Plaintiff's Counsel for the approved attorney's fees and costs.

27 From the Gross Settlement Fund of \$78,900.00, the following amounts will be paid, with

1 such payments issued by the Settlement Administrator:

- 2 • Plaintiff's Counsel's attorney's fees of 1/3 of the PAGA Settlement Sum
- 3 (\$26,300.00);
- 4 • Reimbursement of Plaintiff's Counsel's out-of-pocket litigation expenses of
- 5 \$4,800.00; and
- 6 • PAGA Settlement administration expenses of \$2,750.00.
- 7 • This results in an estimated Net PAGA Settlement Sum of \$45,250.00 (the PAGA
- 8 Settlement Sum, minus requested fees, costs, and PAGA settlement administration
- 9 expenses).

10 As required by PAGA, 75% of the Net PAGA Settlement Fund shall be paid to the
11 LWDA and the remaining 25% of the Net PAGA Settlement Fund will be distributed among the
12 Aggrieved Employees on a pro rata basis according to their pay periods during the relevant time
13 period.

14 The Parties shall bear their own respective attorneys' fees and costs except as otherwise
15 provided in the Settlement Agreement and this Order and Judgment.

16 The Court approves the scope of the release as set forth in the Settlement. Following
17 entry of this Order and Judgment and the Settlement being fully funded, Plaintiff and all
18 Aggrieved Employees will release the PAGA Released Claims against the Released Parties that
19 arose during the PAGA Period. "PAGA Released Claims" means all claims for PAGA penalties,
20 pursuant to Labor Code section 2699 et seq. that: (1) arose or may be alleged to have arisen at
21 any time from September 5, 2022, up to and including the Approval Date, and (2) are based on
22 or arise from any and all violations of the Labor Code or Industrial Welfare Commission
23 ("IWC") Orders, including but not limited to, all claims for wages, overtime pay, pay for all time
24 allegedly worked but not compensated, and all other claims of any kind for wages, penalties,
25 interests, costs and attorneys' fees arising from the alleged violation of any provision of common
26 law, California law and/or Federal law which were or could have been raised in the Action,
27 including but not limited to claims under California Labor Code sections 201, 202, 203, 204,

210, 218, 226, 226.7, 503, 510, 512, 551, 552, 558, 1182, 1194, 1197, 1198, 1199, and 2698 and Business and Professions code sections 17200 et seq.

The terms of the Settlement Agreement, and this Order and Judgment, shall be binding on Plaintiff, the State of California, and the Aggrieved Employees, as well as their heirs, successors and assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings constitute PAGA Released Claims as set forth in the Settlement Agreement.

Neither this Order and Judgment nor the Settlement Agreement may be construed as, or may be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against the Released Parties. The Settlement Agreement is not a concession by the Parties and, to the extent permitted by law, neither the Settlement Agreement nor this Judgment and Order, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by Defendant or the Released Parties. This Order and Judgment may be filed in any action by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

The Court enters final judgment in the Action in accordance with the Settlement Agreement, the Approval Order and this Judgment, subject to the Court's retention of continuing jurisdiction over the action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

IT IS SO ORDERED.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

HON. JEFFREY B. JONES
JUDGE OF THE SUPERIOR COURT