

1 Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
2 Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
3 Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys For Plaintiff KOA GARCES, on behalf of the State of California
8 and all Aggrieved Employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11
12 KOA GARCES, on behalf of the State of
California and all Aggrieved Employees,

13 Plaintiff,

14 vs.

15 J TO P CORP., a California Corporation;
16 and DOES 1-100, inclusive,
17 Defendants

Case No.: 24NWCV04689

Assigned for All Purposes to:
Hon. Julian C. Recana
Dept. L

[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT,
AND JUDGMENT THEREON

Date: January 27, 2026
Time: 9:30 a.m.
Dept.: L

Reservation No. 085568307821

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

4 Plaintiff’s Operative Complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699,
6 in relation to alleged violations of the predicate statutes set forth in Plaintiff’s Operative
7 Complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated
8 March 8, 2024 (the “PAGA Notice”), on behalf all current and former non-exempt employees
9 that worked either directly or via a staffing agency for Defendant J to P Corp. at any location in
10 California at any time during the PAGA Period of March 13, 2023 to August 20, 2025 (the
11 “Aggrieved Employees”).

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

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;
- 22 3. The Court finds further that all Aggrieved Employees are deemed to release, on
23 behalf of themselves and their respective former and present representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
26 facts stated in the Operative Complaint and the PAGA Notice.
- 27 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
28 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought

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 Parties are directed to comply with all terms of the Settlement Agreement, and
4 Defendant is directed to make all payments required by the Settlement Agreement;

5 6. Under the Settlement Agreement, Defendant agrees to pay One Hundred Thousand
6 Dollars and No Cents (\$100,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
7 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's Service Award, Attorney's
8 Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to
9 Defendant. Plaintiff's Counsel requests an award of attorney's fees of \$33,333.33 and reimbursement of
10 actual litigation expenses of \$17,000.00, and Plaintiff requests a service award of \$10,000.00. Defendant
11 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
12 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
13 following payments from the Gross Settlement Amount:

14 a. \$33,333.33 in attorney's fees to Crosner Legal PC;
15 b. \$17,000.00 in litigation costs to Crosner Legal PC;
16 c. \$10,000.00 to Plaintiff Koa Garces for the PAGA Representative Payment;
17 d. \$3,750.00 in administration costs to Phoenix Settlement Administrators, which is hereby
18 approved by the Court as Settlement Administrator.

19 8. After deducting the foregoing payments, the estimated remainder of approximately
20 \$35,916.67 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
21 NSA will then be distributed 75 percent (approximately \$26,937.50) to the LWDA, and the remaining 25
22 percent (approximately \$8,979.17) to the Aggrieved Employees on a pro rata basis, as set forth in the
23 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
24 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
25 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
26 Agreement; and

27 9. This document shall constitute a Judgment for purposes of California Rule of Court
28 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under

1 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
2 construction, administration, and interpretation of the Settlement Agreement and this Judgment.

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



6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A handwritten signature in black ink, appearing to read "Julian C. Recana", is written over a horizontal line.

Dated: 01/27/2026

Julian C. Recana / Judge
Judge of the Superior Court