

1 ZACHARY CROSNER (SBN 272295)
2 MICHAEL CROSNER (SBN 41294)
3 CROSNER LEGAL, P.C.
4 9440 Santa Monica Blvd., Suite 301
5 Beverly Hills, CA 90210
6 Tel. (310) 496-5818
7 Fac. (818) 700-9973

8 Attorneys for Plaintiff
9 Phillip Alonzo

FILED
Superior Court of California
County of Los Angeles

DEC - 7 2022

Sheri R. Carter, Executive Officer/Clerk of Court
By Leticia Gomez Deputy

10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 PHILLIP ALONZO, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 BRENNTAG PACIFIC, INC., a California
17 corporation; and DOES 1-50, Inclusive,

18 Defendants.

CASE NO. 20STCV20030

Assigned for All Purposes to:
Hon. Theresa Beaudet da
Dept. 50

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL AND
JUDGMENT THEREON**

Date: November 14, 2022
Time: 10:00 a.m.
Dept.: 50

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement, having read the papers filed with regard to Plaintiff's motion for
3 attorney's fees and costs, and having heard argument on the motions, hereby finds and ORDERS
4 as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Stipulation and Class Action Settlement Agreement, attached as Exhibit 1 to
8 the Declaration of Zachary M. Crosner (filed on November 30, 2021) (the "Settlement
9 Agreement"), is the product of arms-length negotiations between the parties and the terms of the
10 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
11 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
12 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
13 duties and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its May
15 31, 2022 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
17 individuals employed by defendant Brenntag Pacific, Inc. ("Brenntag") as a non-exempt
18 employee in the State of California from March 9, 2017 through August 13, 2021.

19 4. The Court adjudges Plaintiff and the Participating Class Member to have released
20 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
21 fullest extent permitted by law, from all claims, causes of action and factual or legal theories that
22 were alleged on behalf of Settlement Class Members in the complaint in the Action, or could have
23 been alleged in the Action based on the facts and legal theories contained in the operative
24 complaint (the "Released Claims."). The period of the Release shall extend to the limits of the
25 Covered Period. Expressly excluded from the Released Claims are claims for vested benefits,
26 wrongful termination, unemployment insurance, disability, social security, workers'
27 compensation, claims arising outside of the Class Period. The California Labor & Workforce
28 Development Agency, and any persons purporting to act on its behalf, including all of the

1 allegedly "Aggrieved Employees" at issue in the Action, will be bound by a release of all claims
2 against any Released Party for civil penalties recoverable under PAGA arising out of the
3 Released Claims during the PAGA Covered Period.

4 5. The Court further adjudges Plaintiff Phillip Alonzo only, in addition to the claims
5 being released by all Participating Class Members, to have released and forever discharged the
6 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known
7 and unknown, asserted and not asserted, which Plaintiff had or may have against the Released
8 Parties as of the date of execution of the Settlement Agreement.

9 6. The Settlement Administrator is ordered to distribute to the participating Class
10 Members their respective individual settlement payments from the Net Settlement Amount as
11 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
12 the check void date shall be forwarded to the California State Controller's Unclaimed Property
13 Fund. No funds shall revert to Brenntag.

14 7. The Court further orders that the Class Members be provided with notice of this
15 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
16 copy of this Order and Judgment on its website.

17 8. The Court approves an award of attorney's fees to Class Counsel's in the amount
18 of \$233,333.33, and an award of costs and expenses in the amount of \$11,192.73. Such amounts
19 shall be paid as provided in the Settlement Agreement.

20 9. The Court approves a service payment to plaintiff and Class Representative Phillip
21 Alonzo in the amount of \$7,500.00, and the Settlement Administrator is ordered to make such
22 payment consistent with the terms of the Settlement Agreement.

23 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,
24 shall be paid from the Gross Settlement Amount in an amount not to exceed \$5,000.00. As set
25 forth in the Declaration of Evelin Reyes, the Settlement Administrator is owed \$5,000.00 for
26 services rendered and to be rendered in administering the settlement. The Court therefore orders
27 that Simpluris be paid the amount of \$5,000.00 from the Gross Settlement Amount consistent
28 with the terms of the Settlement Agreement.

11. A compliance hearing is set for October 16, 2023, at 10:00 a.m., in Department 50 of the Los Angeles County Superior Court. The parties are ordered to file a joint compliance report no later than ten (10) calendar days before the compliance hearing.

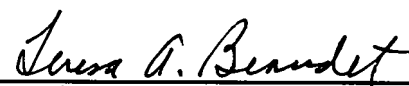
12. Under California Rule of Court 3.769(h), without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

13. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

14. Judgment is hereby entered as follows: Plaintiff Phillip Alonzo and the Participating Class Members, consisting of all individuals employed by Brenntag as a non-exempt employee in the State of California from March 9, 2017 through August 13, 2021, who have not otherwise opted out, shall take nothing from Brenntag, except as set forth in the Settlement Agreement.

15. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

Dated: 12/7, 2022



Judge of the Superior Court

1 PROOF OF SERVICE
2 PHILLIP ALONZO VS. BRENN TAG PACIFIC, INC.
3 Los Angeles County Superior Court Case No. 20STCV20030

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On November 14, 2022, I served true copies of the following document(s) described as

8 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL AND**
9 **JUDGMENT THEREON**

10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

12 ☒ BY ELECTRONIC TRANSMISSION. BY ELECTRONIC TRANSMISSION. Pursuant to
13 the Court's Order re Electronic Service, I caused the documents described above to be E-Served
14 through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere
15 to the addressee(s) listed

16 I declare under penalty of perjury under the laws of the United States of America that the foregoing
17 is true and correct and that I am employed in the office of a member of the bar of this Court at
18 whose direction the service was made.

19 Executed on November 14, 2022, at Los Angeles, California.

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21 _____
22 Maria Monterrey

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28 PROOF OF SERVICE

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SERVICE LIST

PHILLIP ALONZO VS. BRENNTAG PACIFIC, INC.
Los Angeles County Superior Court Case No. 20STCV20030

Eric Angel, Esq.
James Carter, Esq.
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Phone: (949) 885-1360
Fax: (949) 885-1380
eric.angel@jacksonlewis.com
james.carter@jacksonlewis.com

Attorneys for Defendant
BRENNTAG PACIFIC, INC.

12/21/2022