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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

EULALIA TRINIDAD, individually, and on
behalf of other members of the general public
similarly situated; and MARKO
ASAULYUK, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

GROUNDWORK COFFEE LLC, an
unknown business entity; GROUNDWORK
COFFEE, LLC, a Delaware limited liability
company; GROUNDWORK COFFEE
HOLDINGS, LLC, a Delaware limited
liability company; GROUNDWORK
COFFEE ROASTERS, LLC, a Delaware
limited liability company; EDWARD COLA,
individually; STEVEN LEVAN,
individually; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 19STCV09758

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: May 24, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: March 22, 2019
FAC Filed: November 13, 2023
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on Plaintiffs
3 Eulalia Trinidad and Marko Asaulyuk’s (together, “Plaintiffs”) Motion for Final Approval of Class
4 Action Settlement, Class Counsel Fees and Litigation Expenses Payments, and Class
5 Representatives Service Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC
6 appeared on behalf of Plaintiffs, and Manning & Kass, Ellrod, Ramirez, Trester LLP appeared on
7 behalf of Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork
8 Coffee Roasters, LLC, Edward Cola, and Steven Levan (collectively, “Defendants”).

9 On December 19, 2023, the Court entered the Order Granting Preliminary Approval of
10 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
11 settlement of the above-entitled action (“Action”) in accordance with the First Amended Class
12 Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or
13 “Settlement Agreement”), which, together with the exhibits annexed thereto set forth the terms
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
20 Settlement Agreement.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Actions.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
27 hereby defined to include:

28 All current and former hourly-paid or non-exempt employees of Defendants
in California employed at any time during the Class Period (“Class” or

“Class Members”).

4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class Members and Aggrieved Employees, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in the Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a timely and valid Request for Exclusion from the Class Settlement (“Participating Class

Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State of California and all current and former hourly-paid or non-exempt employees of Defendants in California employed between November 3, 2020 through May 16, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that allocation of \$50,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as follows: the amount of \$37,500.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$12,500.00 to be distributed to the Aggrieved Employees on a *pro rata* basis (i.e., Individual PAGA Payment), in accordance with the terms and methodology set forth in the Agreement.

8. The Court finds that payment of Administration Costs in the amount of \$12,650.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$12,650.00, in accordance with the terms and methodology set forth in the Agreement.

9. The Court finds that the Class Representatives Service Payments sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$5,000.00 each to Plaintiffs Eulalia Trinidad and Marko Asauljuk for their Class Representative Service Payments, according to the terms and methodology set forth in the Agreement.

10. The Court finds that the requested Class Counsel Fees Payment in the amount of \$166,666.67 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$166,666.67 to Class Counsel for attorneys’ fees, in accordance with

the terms and methodology set forth in the Agreement.

11. The Court finds that the requested Class Counsel Litigation Expenses Payment of \$17,963.29 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$17,963.29 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

12. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Gross Settlement Amount	\$500,000.00
Class Counsel Fees Payment	\$166,666.67
Class Counsel Litigation Expenses Payment	\$17,963.29
Class Representatives Service Payments	\$10,000.00
Administration Costs	\$12,650.00
PAGA Penalties	\$37,500.00
Net Settlement Amount to be paid to Participating Class Members	\$242,720.04

In addition to the Net Settlement Amount, \$12,500.00 will be distributed to Aggrieved Employees on a *pro rata* basis.

13. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and the State of California and all Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Agreement and Class Notice.

14. It is hereby ordered that within thirty (30) calendar days of this Order, Defendants will deposit \$250,000.00 into a Settlement Fund Account established by the Administrator (“Payment 1”). Within six (6) months after Payment 1, Defendants will deposit \$125,000.00 plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account established by the

1 Administrator (“Payment 2”). Finally, within six (6) months after Payment 2, Defendants will
2 deposit \$125,000.00 into the Settlement Fund Account established by the Administrator
3 (“Payment 3”). In the event Defendants fail to timely fund the Gross Settlement Amount, the
4 Settlement Administrator will provide notice to Class Counsel and Defendants counsel within
5 three (3) business days of the missed payment. Thereafter, Defendants will have seven (7) days to
6 cure the default and tender payment to the Settlement Administrator. In the event Defendants fail
7 to cure the default within the times set forth herein, Plaintiff may elect to enter judgment against
8 Defendants, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date.

9 15. It is hereby ordered that within fourteen (14) calendar days after Payment 2 has
10 been deposited, the Administrator will issue Individual Settlement Payments to Participating Class
11 Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel Fee and Litigation
12 Expenses Payments to Class Counsel, Class Representatives Service Payments to Plaintiffs,
13 LWDA Payment to the LWDA, and Administration Costs to itself, in accordance with the terms
14 and methodology set forth in the Agreement.

15 16. Each Individual Settlement Payment and Individual PAGA Payment check shall be
16 valid and negotiable for one hundred eighty (180) calendar days after mailing by the Settlement
17 Administrator, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest
18 accrued thereon) associated with such canceled checks shall be in accordance with California Code
19 of Civil Procedure section 384 to the State of California’s Controller’s Office Unclaimed Property
20 Division, in the name of the Participating Class Member and/or Aggrieved Employee and in the
21 amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment.
22 Participating Class Members whose Individual Settlement Payment checks are cancelled shall,
23 nevertheless, be bound to the Class Settlement. Aggrieved Employees whose Individual PAGA
24 Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

25 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
28 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

1 any dispute arising from or in connection with the distribution of settlement benefits.

2 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
3 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
4 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
5 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
6 notice is not required.

7 19. A Final Compliance Hearing is set for _____ at _____
8 a.m./p.m. in Department SSC-1. Class Counsel shall submit a final accounting report regarding
9 the status of the settlement administration at least five (5) court days prior to the Final Compliance
10 Hearing.

11
12 Dated: _____

Honorable Stuart M. Rice
Judge of the Superior Court