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7

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

11 ELMER ESTRADA GONZALEZ, individually,
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 HITEX DYEING & FINISHING, INC., a
16 California Corporation, and DOES 1 through 20,
inclusive,

17 Defendants.
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FILED
Superior Court of California
County of Los Angeles
08/19/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No.: 21STCV39332 [consolidated with
Case No. 22STCV00158]

Assigned for All Purposes to:
Hon. David Cunningham III
Dept. SSC-11

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS, AND JUDGMENT
THEREON**

Date: August 19, 2025
Time: 9:30 a.m.
Dept.: SSC-11

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Attorneys for Plaintiff, ELMER ESTRADA GONZALEZ
and on behalf of all others similarly situated

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

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

6 2. The Amended Class Action and PAGA Settlement Agreement ("Settlement
7 Agreement") attached as Exhibit 1 to the Supplemental Declaration of Brandon Brouillette filed
8 in support of Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement
9 on or about February 5, 2025, is the product of arms-length negotiations between the parties and
10 the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of
11 the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
12 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
13 forthwith their respective duties and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its March
15 6, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
17 non-exempt employees that worked directly or via a staffing agency for Hitex Dyeing &
18 Finishing, Inc. ("Hitex") in California during the Class Period of October 22, 2017 to April 2,
19 2024.

20 3. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, to release the Released Parties from (i) all claims that
23 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
24 Complaints, including, any and all claims for failure to pay minimum wages, failure to pay
25 overtime or double time, failure to provide meal and rest breaks, inaccurate wage statements,
26 unreimbursed business expenses, failure to pay wages due during the course of employment or
27 upon separation, and unfair competition. Participating Class Members only release these claims
28 for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement,

1 Participating Class Members do not release any other claims, including claims for vested benefits,
2 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
3 insurance, disability, social security, workers compensation, or claims based on facts occurring
4 outside the Class Period.

5 4. The Court further adjudges Plaintiff and the Aggrieved Employees, including
6 Plaintiff and the State of California, are deemed to release, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
8 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged, based on the facts stated in the Operative Complaints and the
10 PAGA Notice, including, any and all claims for: failure to pay minimum wages, failure to pay
11 overtime, failure to provide meal and rest breaks, inaccurate wage statements, unreimbursed
12 business expenses, failure to pay wages due during the course of employment or upon separation,
13 record keeping violations, refusal to make payments owed, statutory wage violations, standard
14 conditions of labor violations, unlawful inquiries into salary history, unlawful criminal history
15 inquiries, sick leave violations, and violations of California Labor Code sections 201-203, 204,
16 216, 223, 226, 226.7, 233, 234, 245-248.5, 432.3, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5,
17 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5 during the PAGA Period. Aggrieved
18 Employees only release these claims for the duration of the PAGA Period.

19 5. The Settlement Administrator is ordered to distribute to the Participating
20 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
21 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
22 the check void date shall be forwarded to the California State Controller's Unclaimed Property
23 Fund. No funds shall revert to Defendant.

24 6. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
26 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

27 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
28 \$150,000, including \$60,000.00 to Crosner Legal (40%), PC and \$90,000.00 to Employees First

1 Labor Law (60%), and an award of costs and expenses in the amount of \$10,916.36, including
2 \$5,401.66 to Crosner Legal, PC and \$5,514.70 to Employees First Labor Law. Such amounts
3 shall be paid as provided in the Settlement Agreement.

4 8. The Court approves a service payment to plaintiffs and Class Representatives
5 Elmer Estrada Gonzalez and Miguel Romero in the amount of ^{\$5000}~~\$10,000.00~~ each, and the
6 Settlement Administrator is ordered to make such payment consistent with the terms of the
7 Settlement Agreement.

8 9. The Settlement Agreement provides the Settlement Administrator, Phoenix
9 Settlement Administrators shall be paid from the Gross Settlement Amount for its services in
10 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement
11 Administrator is owed \$7,500 for services rendered and to be rendered in administering the
12 settlement. The Court therefore orders that Phoenix be paid the amount of \$7,500 from the Gross
13 Settlement Amount consistent with the terms of the Class Settlement Agreement.

14 10. The Court approves PAGA penalties in the amount of \$24,000, to be paid from the
15 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
16 PAGA. ^{\$18,000}~~\$6,000~~ of this amount will be paid to the LWDA as the state's share of the civil penalties,
17 and the remainder of \$6,000 will be distributed to the Aggrieved Employees consistent with the
18 terms of the Settlement Agreement.

19 11. The Court sets a non-appearance case review regarding distribution and
20 compliance with the Settlement Agreement for August 18, 2026, at 8:30 a.m., in Department
21 SSC-11 of the Los Angeles County Superior Court. The Parties are ordered to file a joint
22 compliance report no later than August 4, 2026.

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

1 enforcement, construction, and interpretation of the Settlement Agreement.

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

8 14. Judgment is hereby entered as follows: Plaintiffs Elmer Estrada Gonzalez and
9 Miguel Romero, and the Participating Class Members, consisting of all current and former non-
10 exempt employees that worked directly or via a staffing agency for Hitex in California during the
11 Class Period of October 22, 2017 to April 2, 2024, who have not otherwise opted out, shall take
12 nothing from Excel, except as set forth in the Settlement Agreement.

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

15 IT IS SO ORDERED AND ADJUDGED.

16
17 Dated: 08/19/2025



David S. Cunningham

David S. Cunningham III / Judge
Judge of the Superior Court