

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Antoinette Brown (“Plaintiff”), on behalf of all other individuals employed by Defendants ELA Foods, Inc. and POP Foods Services, Inc. as a non-exempt, hourly employees in California at any time during the Class Period, on the one hand, and Defendants ELA Foods, Inc. and POP Foods Services, Inc. (“Defendants”), on the other hand, with regard to the case entitled *Antoinette Brown v. ELA Foods, Inc., et al.*, Los Angeles County Superior Court, Case No. case number 22STCV26088, hereinafter collectively referred to as (the “Action” or “Litigation”). Plaintiff and Defendants are collectively referred to as “the Parties.”

This Amendment is made in accordance with Paragraph 12.9 (“Modification of Agreement”) of the Class Action and PAGA Settlement Agreement, which states: “This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approval by the Court.”

PROVISIONS

1. Terms used in this Amendment are as defined in the Class Action and PAGA Settlement Agreement (“Agreement”).
2. The Parties have met and conferred and stipulate to the following modifications to the Agreement:
 - a. **Paragraph 1.30 shall be revised to state the following:** ““Operative Complaint” means the First Amended Complaint filed by Plaintiff on October 17, 2022.”
 - b. **Paragraph 2.1. shall be revised to state the following:** “On August 11, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse business expenses; (6) failure to provide accurate wage statements; and (7) failure to pay all wages due upon separation of employment. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged. Thereafter, on October 17, 2022, Plaintiff filed a First Amended Complaint adding a cause of action under the PAGA (the Operative Complaint).”

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

PLAINTIFF

Dated: 03 / 12 / 2024



Plaintiff Antoinette Brown

ELA FOODS, INC.

Dated: _____

By: _____

Title: _____

POP FOODS SERVICES, INC.

Dated: _____

By: _____

Title: _____

Approved as to Form and Content:

Dated: March 12, 2024



Zachary Crosner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: _____

Sarkis A. Atoyan, Atkinson, Andelson, Loya,
Ruud & Romo, LLP
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

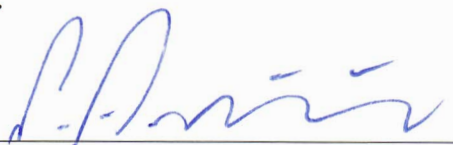
PLAINTIFF

Dated: _____

Plaintiff Antoinette Brown

ELA FOODS, INC.

Dated: 3/11/2024

By: 

Title: President

POP FOODS SERVICES, INC.

Dated: 3/11/2024

By: 

Title: President

Approved as to Form and Content:

Dated: _____

Zachary Crosner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: March 12, 2024


Sarkis A. Atoyan, Atkinson, Andelson, Loya,
Ruud & Romo, LLP
Attorneys for Defendant