

1 JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
2 NIKKI TRENNER (SBN
nikki@crosnerlegal.com
3 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (310) 496-5818
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff ANTOINETTE BROWN, as an individual,
and on behalf of all others similarly situated,
8

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

12 ANTOINETTE BROWN, as an individual
and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 ELA FOODS, INC., a California
corporation; POP FOODS SERVICES,
INC., a California corporation; and
17 DOES 1-100, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

CASE NO.: 22STCV26088

Assigned for All Purposes to:
Hon. Yvette M. Palazuelos
Dept SSC-9

**SUPPLEMENTAL DECLARATION OF
NIKKI TRENNER IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

DATE: April 23, 2024
TIME: 10:00 a.m.
DEPT.: SSC-9

1 I, NIKKI TRENNER, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I am
3 associated with Crosner Legal, PC, counsel of record for Plaintiff in the above-captioned matter. If
4 called to testify as to the facts within, I would and could competently do so.

5 2. **Amendment to Settlement Agreement.** Attached hereto as **Exhibit 1** is a true and correct
6 copy of the Parties' Amendment to Class Action Settlement Agreement ("Amendment").

7 3. **Amendment to Settlement Agreement Uploaded to LWDA.** Attached hereto as **Exhibit**
8 **2** is a true and correct copy of the proof of submission that the Amendment was uploaded to the
9 LWDA.

10 **CROSNER LEGAL'S EXPERIENCE**

11 4. I have obtained class certification in the following matters: *Hernandez v.*
12 *Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have
13 also assisted in obtaining millions of dollars for employees in the following court-approved
14 class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons*
15 *Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158;
16 *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No.
17 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles
18 County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum*
19 *Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine*
20 *Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477;
21 *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-
22 2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County
23 Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree*
24 *Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v.*
25 *Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No.
26 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case
27 No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent*
28 *Group, LTD, et al.*, Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard,*

1 *et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*,
2 Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx);
3 *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court
4 Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*,
5 Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba*
6 *Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Loretta*
7 *Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County
8 Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*,
9 Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford,*
10 *Inc., et al.*, San Luis Obispo County Superior Court Case No. 21CV0001; *Browning v. The*
11 *Huntington Medical Foundation*, LASC case no. 20STCV48262; *Cannon v. Cross Country*
12 *Staffing*, Alameda County Superior Court case no. RG20062901; *Collins v. Danbarb, Inc.*,
13 LASC case no. 20STCV44190; *Edwards v. CareerStaff Unlimited, LLC* Orange County
14 Superior Court case no. 30-2020-01176349-CU-OE-CXC; *Combest v. Ninety-Five South, Inc.*,
15 LASC case no. 21STCV02842; and *Le v. Future Tech Metals, Inc.*, Riverside Superior Court
16 case no CVRI2105851.

17 5. Zach Crosner has been appointed as lead counsel or co-counsel in the following
18 class and PAGA matters: *Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA
19 (N.D. Cal.); *Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
20 (Sacramento Cty. Super Ct.); *Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249
21 (Ventura Cty. Super. Ct.), *Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case
22 No. 17C-0162 (Kings Cty. Super Ct.), *Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
23 JGB (C.D. Cal.), *Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-
24 14601 (San Diego Cty. Super. Ct.), *Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
25 YGR (N.D.Cal.); *Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles
26 Cty. Super. Ct.); *Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518
27 (San Bernardino Cty. Super. Ct.); *Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara
28 Cty. Super. Ct.), *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San

1 Bernardino Cty. Super. Ct.), *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925
2 (Los Angeles Cty. Super. Ct.); *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San
3 Bernardino Cty. Super. Ct.); *Herrera v. TVI, Inc., et al.*, Case No. CIVDS1722863 (San Bernardino
4 County Superior Court); *Echeverria v. Technicote, Inc.*, Case No. RIC1714621 (Riverside County
5 Superior Court), *Verduzco v. Ramco Enterprises, LP, et al.*, Case No. 18CV004104 (Monterey
6 County Superior Court); *Gonzalez v. Power Design, Inc.*, Case No. 19STCV31839 (Los Angeles
7 County Superior Court); *Weston v. Cuesta Investments*, Case No. 18CV04823 (Santa Barbara
8 County Superior Court); *Martinez v. DNNEY Trade Co.*, Case No. 18STCV09631 (Los Angeles
9 County Superior Court); *Navarro v. Ressac*, Case No. 19STCP00319 (Los Angeles County
10 Superior Court); *Villalta v. Stars Recreation Center*, Case No. FCS054507 (Solano County
11 Superior Court); *Anglin v. Sonnikson and Stahl Construction*, Case No. CIVMSC19-00149 (Contra
12 Costa County Superior Court); *Rosendahl v. Riverside Metro Auto Group*, Case No. RIC1903707
13 (Riverside County Superior Court); *Hawkins v. SAS Retail Services, Inc.*, Case No. 30-2017-
14 00958467-CU-OE-CXC (Orange County Superior Court); *Salazar v. National Labor Contractors,*
15 *et al.*, Case No. CIVDS1905225 (San Bernardino County Superior Court); *Reyes v. Assa Abloy*
16 *Door Controls and Accessories Group, Inc.*, Case No. 56-2019-00523849-CU-OE-VTA (Ventura
17 County Superior Court); *Castillo v. Gaither's Family Homes, Inc.*, Case No. VCU277188 (Tulare
18 County Superior Court); *Canales v. Fashion Design, LLC*, Case No. 30-2019-010529520CU-OD-
19 CXC (Orange County Superior Court); *Thomas v Californian-Magnolia Convalescent Hospital,*
20 *Inc.*, Case No. RIC1901197 (Riverside Superior Court); *Collins v. Danbarb, Inc., et al.*, Los
21 Angeles County Superior Court Case No. 20STCV44190; *Elridge v. LA Downtown Medical*
22 *Center, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV05951; *Leon, et al. v.*
23 *Sierra Aluminum Company, et al.*, San Bernardino County Superior Court Case No.
24 CIVDS2010856; *Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No.
25 20STCV32477; *Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-
26 2018-01040101-CU-OE-CXC; *Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior
27 Court Case No. 34-2018-00225848-CU-OE-GDS; *Valencia v. VM Tree Service, Inc., et al.*,
28 Riverside County Superior Court Case No. RIC1819395; *Rael v. Intercontinental Hotels Group*

1 *Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Cervantez v. Valley*
2 *Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS;
3 *Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD*, et al., Los Angeles Superior Court
4 Case No. 19STCV15797; *Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba*
5 *AppleOne Corporation Services, et al.*, USDC C.D. Cal. Case No. 5:20-cv-00509 JGB (KKx);
6 *Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No.
7 20STCV34633; *Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior
8 Court Case No. RIC1905276; *Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los
9 Angeles County Superior Court Case No. BC722758; *Cannon v. Pasadena Hospital Association,*
10 *LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554;
11 *Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No. BCV-20-
12 101593; *McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County Superior Court Case No.
13 21CV0001; *Collins v. Bridge Staffing*, Orange County Superior Court Case No. 30-2016-
14 00877510-CU-OE-CXC; *Perea, et al. v. Horizon Staffing, et al.*, Sacramento County Superior
15 Court Case No. 34-2018-00243114; *Martinez v. Global Elite Group, Inc., et al.*, Los Angeles
16 County Superior Court Case No. BC670100; *Alonzo v. Brenntag Pacific*, Los Angeles County
17 Superior Court Case No. 20STCV20030; *Amador v. Colonial Care Center*, Los Angeles County
18 Superior Court Case No. 22STCV21067; *Avila, et al. v. Shannon Ranches, Inc., et al.*, Lake County
19 Superior Court Case No. CV418366; *Avilez v. Full Steam Staffing, et al.*, San Bernardino Superior
20 Court Case No. CIVDS2006572; *Barron et al. v. Paragon Building Maintenance*, Los Angeles
21 Superior Court Case No. BC713754; *Sanchez v. Pratt Communications, Inc.*, Orange County
22 Superior Court Case No. 30-2019-01059205-CU-OE-CXC; *Bland v. Marin Airporter*, Marin
23 County Superior Court Case No. CIV 2003640; *Calderon v. Physicians for Healthy Hospitals, Inc.,*
24 *et al.* Riverside County Superior Court Case No. MCC2001482; *Cannon v. Trustaff Travel Nurses,*
25 *Inc.*, Alameda County Superior Court Case No. RG20057959; *Chavez, et al. v. Big 5 Corp.*,
26 Riverside Superior Court Case No. RIC1902224; *Chirigotis v. D'Addario & Company, Inc., et al.*,
27 Los Angeles County Superior Court Case No. BC688900; *Coleman-House v. AN Tow, Inc.*, Los
28 Angeles County Superior Court Case No. BC702029; *Collins v. Danbarb, Inc.*, Los Angeles

1 County Superior Court Case No. 20STCV44190; *Combest v. Ninety Five South, Inc.*, Los Angeles
2 County Superior Court Case No. 21STCV02842; *Cuevas-Martinez v. C&R Restaurant Group*,
3 Orange County Superior Court Case No. 30-2020-01156478-CU-OE-CXC; *De La Hoya, et al. v.*
4 *Sierra Finish, Inc.*, San Bernardino Superior Court Case No. CIVSB2107351; *Dones v. Alan*
5 *Ritchey, Inc.*, Los Angeles County Superior Court Case No. 19STCV29446; *Edwards, et al. v.*
6 *Careerstaff Unlimited, LLC, et al.*, Orange County Superior Court Case No. 30-2020-01176349-
7 CU-OE-CXC; *Dominguez v. Bill & Wags, Inc.*, San Bernardino Superior Court Case No.
8 CIVDS1934112; *Stricklin, et al. v. First Alarm Security & Patrol, Inc.*, Santa Clara County
9 Superior Court Case No. 18CV323753; *French v. Lonza Biologics, Inc.*, Los Angeles County
10 Superior Court Case No. 21STCV08097; *Fuller v. KarPlus Warehouse, Inc.*, Los Angeles County
11 Superior Court Case No. BC707943; *Gilbert v. Pirate Cove Management, LLC*, San Bernardino
12 Superior Court Case No. CIVSB2212283; *Hunter v. 72 Hour LLC, et al.*, Santa Cruz County
13 Superior Court Case No. 22CV00661; *Johnson v. Insulet Corporation*, USDC C.D. Cal. Case No.
14 2:20-cv-05418-VAP-KES; *Hernandez v. S&S Douglas Pipeline, Inc.*, Riverside County Superior
15 Court Case No. RIC1800421; *Lopez v. Frito-Lay, Inc.*, Los Angeles County Superior Court Case
16 No. 21STCV01652; *McCord v DCCI*, Riverside Superior Court Case No. RIC1612928;
17 *McCullough v Pioneers Memorial Healthcare Dist.*, Imperial County Superior Court Case No.
18 ECU000808; *Merino v. Sterling Motors Ltd.*, Orange County Superior Court Case No. 30-2020-
19 01175391-CU-OE-CX; *Meza v. ProCourier, Inc.*, San Diego County Superior Court Case No. 37-
20 2016-00043282-CU-OE-CTL; *Noriega v. MP Mine Operations LLC*, San Bernardino Superior
21 Court Case No. CIVDS1903740; *Nowakowski v. Cemex, Inc. et al.*, USDC C.D. Cal. Case No.
22 5:17-CV-02475-TJH (SHKx); *Poteete v. J.W. Floor Covering*, San Diego County Superior Court
23 Case No. 30-2018-00009216-CU-OE-CTL; *Ramirez v. Genesis Logistics*, Los Angeles County
24 Superior Court Case No. 20STCV22055; *Reed, et al. v. Williams-Sonoma Stores, Inc., et al.*, San
25 Francisco County Superior Court Case No. CGC-22-598118; *Robinson v. Paragon Systems, Inc.*,
26 Los Angeles County Superior Court Case No. BC720142; *Sales, et al. v. The Centurion Group*,
27 *Inc.*, Los Angeles County Superior Court Case No. BC689346; *Sanchez v. Randy's Trucking, Inc.*,
28 Kern County Superior Court Case No. BCV-19-102194; *Sepulveda v. Podesta Packing LLC*, San

1 Joaquin County Superior Court Case No. STK-CV-UOE-2019-0010758; *Valencia v. Kaweah*
2 *Container, Inc.*, Tulare County Superior Court Case No. VCU280586; *Villegas, et al. v. Ironwood*
3 *Restaurant*, Orange County Superior Court Case No. 2018-0000975085-CU-OE-CXC; *West v.*
4 *EPCM-RMS, et al.*, Los Angeles County Superior Court Case No. 19STCV31373; *Yarrito v.*
5 *Modern Parking, Inc.*, Los Angeles County Superior Court Case No. BC638154; *Reyes v. Ahlem*
6 *Ranch, et al.*, Merced County Superior Court Case No. 19CV-02502; *Solis v. Neutron Holdings, et*
7 *al.*, San Diego County Superior Court Case No. 37-2020-00015614-CU-OE-CTL; *Reyes v. Cal*
8 *Terra LLC*, Merced County Superior Court Case No. 20CV-00084; *Contabile v K.E.W.*
9 *Corporation*, Solano County Superior Court Case No. FCS053747; *Hernandez v. Klingbeil Capital*
10 *Management, et al.*, San Bernardino County Superior Court Case No. CIVSB2208148.

11 6. Jamie Serb has been substantially involved in all phases of this litigation and in the
12 following wage and hour class and PAGA cases as class/PAGA counsel: *Davis v. DS Waters of*
13 *America, Inc.* (Case No. 14-cv-00250 BAS (NLS)); *Kilbourne v. The Coca-Cola Company* (Case
14 No. 14-cv-00984-MMA-NLS); *Bonner v. Knight's Pumping & Portable Services, Inc.* (Case No.
15 S-1500-CV280623); *Verdina v. Atlas Disposal Industries, LLC* (Case No. 34-2013-00141318);
16 *Holmby v. Cardinal Logistics Management Corporation* (Case No. 3:15-cv-03382-JSC); *Kelly v.*
17 *Chico Produce, Inc.* (Case No. 34-2014-00163219); *Perez v. City of San Diego* (Case No. 37-2014-
18 00016621); *Porras v. DBI Beverage, Inc.* (Case No. 114CV266154); *Hernandez v. Premium of*
19 *Tennessee, Inc.* (Case No. 37-2014-00028072); *Esparza v. T.G.S. Transportation, Inc.* (Case No.
20 RG14718583); *Muro v. Team Campbell Logistics, LLC* (Case No. 37-2015-00007723); *Hernandez*
21 *v. Classic Distributing and Beverage Group, Inc.* (Case No. BC615317); *Tugas v. Hill-Rom*
22 *Company, Inc.* (Case No. 2:15-cv-02426-JAM-CKD); *Huguez v. KKW Trucking, Inc.* (Case No.
23 34-2016-00190517); *Hilderbrand v. LinkUs Enterprises, LLC* (Case No. DR150155); *Parker v.*
24 *Selland Auto Transport, Inc.* (Case No. 3:15-cv-05635-ECM); *Smith v. Werner Enterprises, Inc.*
25 (Case No. 8:150cv0287); *Vega v. Advance Beverage Co., Inc.* (Case No. BCV-16-100848);
26 *Zamudio v. Ameripride Services, Inc.* (Case No. RG16809666); *Henricks v. Antonini Freight*
27 *Express, Inc.* (Case No. STK-CV-UOE-2016-6999); *Moore v. Aramark Uniform Services, LLC*
28 (Case No. RG16832314); *Atchison v. Ashley Furniture Industries, Inc.* (Case No. 5:17-cv-00528-

JAK-SP); *Payton v. Atech Logistics, Inc.* (Case No. SCV-258595); *Mendoza v. Bi-Rite Food Service, Inc.* (Case No. 17CIV02044); *Padilla v. California Gas Transport, Inc.* (Case No. 37-2016-00012433-CU-OE-CTL); *Austin v. Canteen Vending; Compass Group, USA, Inc.* (Case No. RG16809670); *Timothy v. Coastal Transport Co., Inc.* (Case No. 37-2016-00023458-CU-OE-CTL); *Lua v. DDG Transport, Inc.* (Case No. 266342); *Sanchez v. Exact Staff, Inc.* (Case No. CIVDS1702554); *Guerrero v. Halliburton Energy Services, Inc.* (Case No. 16-cv-1300); *Palacios v. White Cap Construction Supply, Inc.* (Case No. 16-CV-002475); *Beach-Barrow v. The Hertz Corporation* (Case No. RG17848833); *Cruz v. Hertz Equipment Rental Corporation* (Case No. 16-cv-03889); *Caulfield v. ITS Logistics, LLC* (Case No. 37-2016-00044111-CU-OE-CTL); *Hobson v. Linde, LLC* (Case No. CIVDS1613085); *Clavel v. La Jolla Beach & Tennis Club, Inc.* (Case No. 37-2017-00004802-CU-OE-CTL); *Cabral v. Numark Transportation, Inc.* (Case No. RG17852307); *Helton v. Pepsi-Cola Sales and Distribution, Inc.* (Case No. 17-cv-1135); *Randall v. Professional Auto Transport, Inc.* (Case No. RG17847058); *McConville v. Renzenberger, Inc.* (Case No. 16-cv-00578); *Thomas, et al. v. TransitAmerica Services, Inc.* (Case No. 37-2014-00018867-CU-OE-CTL); *Kramer v. XPO Logistics, Inc.* (Case No. 16-cv-07039); *Bruccheri v. Aramark Uniform Services, LLC* (Case No. 34-2017-00223408); *Hill v. Blue Apron, LLC* (Case No. RG17878905); *Gonzalez v. Burlington Coat Factory Warehouse Corporation* (Case No. CIVDS1804785); *Fox v. M.O. Dion & Sons, Inc.* (Case No. 37-2018-00019819); *Khosravi v. Gray Line Corporation, Inc.* (Case No. CGC-17-563222); *Palacios v. HD Supply, Inc.* (Case No. 16CV002475); *Seip v. Hi-Way Safety Rentals, Inc.* (Case No. CIVDS1709710); *Marquez v. Jack in the Box, Inc.* (Case No. BCV-17-101998); *Hernandez v. MJ Industries, Inc.* (Case No. 37-2017-00003218); *Estrada v. Premier Produce Company, Inc.* (Case No. 37-2017-00042054); *Kennedy v. P31 Enterprises, Inc.* (Case No. 18CECG00334); *Buys v. Sizewise Rentals, Inc.* (Case No. 34-2018-00225848); *Ayala v. Williams-Sonoma, Inc.* (Case No. BC692815); *Mclain v. Tiger Lines, LLC* (Case No. STK-CV-UOE-2016-0012987); *Armenta, et al v. Blue Beacon International* (San Bernardino County Case No. CIVSB2206415); *Del Campo v. Ventura Investment Co.* (Santa Barbara County Case No. 22CV02147); *Villagomez v. Bayer U.S. LLC* (Sacramento County Case No. 34-2021-00314259-CU-OE-GDS); *Michel, et al v. Valley Thrift Store, Inc.* (LASC Case No.

20STCV25886); *Correa, et al v. Fedex Supply Chain, Inc.* (San Bernardino County Case No. CIVDS2023369); *Kapusta v. Cardinale Motors SLO, Inc.* (Case No. BCV-20-101593-DRL); *Merino v. Sterling Motors, LTD dba Sterling BMW of Newport Beach, et al* (Orange County Case No. 30-2020-01175391-CU-OE-CX); *Combest v. Ninety Five South, Inc.* (LASC 21STCV02842); *Collins v. Danbarb, Inc. dba Taco Bell* (LASC 20STCV44190); *Calderon v. Physicians for Healthy Hospitals, Inc.* (Riverside County Case No. MCC2001482); *Rodriguez v. Sutter Valley Medical Foundation* (Stanislaus County Case No. CV-20-002132; consolidated with CV-19-001331); *Alonzo v. Brenntag Pacific Inc.* (LASC 20STCV20030); *Valencia v. Kaweah Container Inc.* (Tulare County Case No. VCU280586); *Avilez v. Full Steam Staffing* (San Bernardino Case No. CIVDS2006572); *Santana v. Jeff & Tony's DSD LLC* (LASC Case No. 19STCV41499); *Jajuga v. Pilot Travel Centers, LLC* (San Bernardino Case No. CIVDS1931464); *Larson v. Prime-Line Products* (San Bernardino Case No. CIVDS1934135); *West v. EPCM-RMS, Inc.* (LASC Case No. 19STCV31373); *McCullough v. Pioneers Memorial Hospital* (Imperial County Case No. ECU000808); *Avila v. Shannon Ranches, Inc.* (Lake County Case No. CIV418366); *Reagers v. Boar's Head* (LASC Case No. 20STCV12183); *McKnight v. Everguard Home Insulation* (LASC Case No. 20STCV08446); *Robinson v. Pridestaff* (Riverside Case No. RIC2001274); *Evans v. Whelan Security* (LASC Case No. 20STCV10973); *Viveros v. A is for Apple* (Santa Clara County Case No. 20CV364476); *Cannon v. Huntington Memorial Hospital* (LASC Case No. 19STCV14554); *Findley v. Avenue5 Residential LLC* (LASC 20STCV34958); *Browning v. Huntington Health Physicians* (LASC Case No. 20STCV48262); *Lo v. Cyberpower* (LASC Case No. 21STCV31479); *Le v. FutureTech Metals* (Riverside County Case No. CVRI2105851); *Hernandez v. Klingbeil Capital Management* (San Bernardino County Case No. CIVSB2208201).

7. Plaintiff alleges that she was retaliated against for (a) asking to take time off/adjust her schedule to allow her to assist with caring for her ailing grandmother, who unfortunately later passed away, and being available to take her grandmother to medical appointments. She was further retaliated against for complaining about understaffing in the company's restaurants that led to numerous missed and non-compliant meal and rest breaks. Plaintiff complained to both her store manager Maria and her district manager Carla and, after she did so, Defendant retaliated against

1 her by cutting her hours as well as denying her time off. Ultimately, Defendant gave her an
2 ultimatum to either quit or relocate to a San Bernardino store but, since she lived in Lancaster with
3 her Grandmother relocating was not an option. Defendant denies all of these allegations.

4 8. Defendant's counsel Sarkis Atoyan and I negotiated the resolution of Plaintiff's non-
5 wage/hour claims at arms-length and separately from the mediation that resulted in the proposed
6 class/PAGA settlement. Further, Plaintiff's individual settlement will not be final until the
7 Judgment to be entered by the Court in the class/PAGA action becomes final.

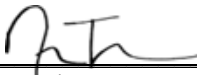
8 9. Plaintiff agreed to the following release as part of her individual settlement:

9 In exchange for the Settlement Sum, BROWN hereby fully and forever releases, waives,
10 and discharges all claims against DEFENDANTS, including but not limited to any and
11 all of the Claims in the Action and the Notice, and promises not to sue or otherwise
12 institute or cause to be instituted any legal or administrative suits, complaints, charges,
13 or proceedings of any kind whatsoever against DEFENDANTS and all of their current
14 and former owners, shareholders, directors, members, partners, predecessors,
15 successors, assigns, affiliated or related companies, franchisors, franchisees, licensees,
16 parents, subsidiaries, operators, joint employers, co-employers, insurers, payroll
17 providers, benefit plan fiduciaries, vendors, attorneys, agents, managers, supervisors,
18 current and former employees, current and former independent contractors, and
19 assignees thereof (all collectively referred to as the "DEFENDANTS Released
20 Parties"), with respect to any and all liabilities, claims, demands, contracts, debts,
21 obligations and causes of action of any nature, kind, and description, whether in law,
22 equity or otherwise, whether or not now known or ascertained, which currently do or
23 may exist, including without limitation any matter, cause or claim arising out of or
24 related to facts or events occurring prior to the execution of this Agreement, and/or
25 arising from or relating in any way to BROWN's employment with DEFENDANTS or
26 the DEFENDANTS Released Parties, including but not limited to any claims arising
27 under any federal, state or local law or statute, including without limitation those arising
28 under the Age Discrimination in Employment Act of 1967, Fair Labor Standards Act,
Americans with Disabilities Act, Rehabilitation Act, Title VII of the Civil Rights Act
of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
Family and Medical Leave Act, Worker Adjustment and Retraining Notification Act,
Immigration Reform and Control Act and the Immigration and Naturalization Act,
California Labor Code (including but not limited to Section 132a), California
Corporations Code, California Business and Professions Code, California Fair
Employment and Housing Act, California Worker Adjustment and Retraining
Notification Act, California Workers' Compensation Act, California Family Rights Act,
Unruh Act California Constitution, (all as amended); federal and state wage and hour
laws, laws of contract and tort; all claims for discrimination, harassment, retaliation,
wrongful termination, emotional distress, defamation, libel, slander, invasion of
privacy, unfair business practices, misrepresentation, fraud; any claim for recovery of
unpaid wages, lost wages, overtime compensation, commissions, bonuses, missed meal
and break periods, benefits, medical expenses, business expenses, severance, other
employment compensation, other economic and non-economic damages, liquidated
damages, compensatory damages, punitive damages, penalties, injunctive relief,
reinstatement, attorneys' fees, costs, expenses and any other statutory or common law
claims relating to employment or the recruitment therefor or the termination thereof;
any claim for breach of contract, breach of the covenant of good faith and fair dealing,

1 infliction of emotional distress, misrepresentation, invasion of privacy, malicious
2 prosecution; and recovery of any other type arising under federal, state or local law.
3 This general release is not intended to affect, and does not affect, a release of any claims
4 that may not be released or waived pursuant to statute or other applicable law. For
avoidance of doubt, the Parties expressly intend, via this Agreement, and based on the
significant and sufficient consideration provided herein, which the Parties each
acknowledge, to completely and finally buy their peace from each other.

5 10. Plaintiff's individual matter did not have any impact on or influence over Plaintiff's
6 representation of the class. First, her independent claim in no way impacted negotiation of the final
7 class settlement which, as noted, was achieved following mediation with a professional neutral such
8 that the settlement amount represents a professional neutral's independent evaluation of the value
9 of the case. Importantly as well Plaintiff is not seeking an enhancement award for her service as
10 the class representative, in recognition of the fact she is receiving additional monies for her
11 individual claims. Thus, Plaintiff has in no way placed her own interests ahead of the class members
12 or acted for her own personal benefit but instead has simply received fair value for her separate
13 claims in addition to securing a positive result for the absent class members and she will share in
14 the class settlement on a pro rata basis only. For these reasons, as well as those set forth in her
15 declaration and the moving papers, Plaintiff contends she is an adequate class representative.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 19th day of March 2024, at San Diego, California.

18
19
20 

21 _____
Declarant
22
23
24
25
26
27
28

EXHIBIT

1

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

EXHIBIT

2