

1 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
2 JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
3 NIKKI TRENNER (SBN
nikki@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,
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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.
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CASE NO.: 22STCV26088

Assigned for All Purposes to:
Hon. Elaine Lu
Dept SSC-9

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

DATE: August 28, 2024

TIME: 10:00 a.m.

DEPT.: SSC-9

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class and PAGA action settlement and request for attorney's fees and costs, and having heard
3 argument on 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 Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Nikki Trenner (filed on or about December 5, 2023), as amended by the Parties'
8 Amendment to Class Action Settlement Agreement (Exhibit 1 to the Supplemental Declaration of
9 Nikki Trenner, filed March 28, 2024) (the "Settlement Agreement"), is the product of arms-length
10 negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable,
11 adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is
12 finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement
13 Agreement to perform forthwith their respective duties and obligations thereunder.

14 3. The Settlement Class, which was, for settlement purposes only, provisionally
15 certified by the Court in its April 23, 2024 Order Granting Preliminary Approval, hereby is
16 certified under California Code of Civil Procedure Section 382 for purposes of settlement only.
17 The Settlement Class includes all current and former non-exempt, hourly employees in California
18 employed by Defendants ELA Foods, Inc. and POP Foods Services, Inc. (together "ELA" or
19 "Defendants") during the Class Period of September 7, 2020 to January 31, 2024.

20 4. The Court adjudges Plaintiff and the Participating Class Members to have released
21 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
22 fullest extent permitted by law, from (i) all claims that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint, including, (1) failure to pay
24 minimum wages and liquidated damages; (2) failure to pay overtime; (3) failure to provide meal
25 periods; (4) failure to provide rest periods; (5) failure to reimburse business expenses; (6) failure
26 to provide accurate wage statements; and (7) failure to pay all wages due upon separation of
27 employment during the Class Period. Participating Class Members only release these claims for
28 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 5. The Court further adjudges all Aggrieved Employees, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, to have released the Released Parties from all claims for PAGA penalties
8 that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint and the PAGA Notice, including, (1) failure to pay minimum wages and
10 liquidated damages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to
11 provide rest periods; (5) failure to reimburse business expenses; (6) failure to provide accurate
12 wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to
13 keep accurate records; (9) failure to produce employee records; (10) failure to provide paid sick
14 leave; (11) failure to provide supplemental paid sick leave; (12) refusal to make payment; (13)
15 failure to provide suitable resting facilities; (14) failure to provide suitable seating; (15) statutory
16 wage violations; (16) failure to pay vested vacation pay; (17) failure to provide employees with
17 notice of state employment laws; (18) standard conditions of labor violations; and (19) unlawful
18 agreements during the PAGA Period. Aggrieved Employees only release these claims for the
19 duration of the PAGA Period.

20 6. One individual – Maria de Lara -- submitted a timely and valid request for
21 exclusion. This individual is therefore excluded from the Class and is not bound by the Settlement
22 Agreement or this Order and Judgment, except as to the release of claims under PAGA – which
23 PAGA release of claims she is bound by.

24 7. The Settlement Administrator is ordered to distribute to the participating Class
25 Members their respective individual settlement payments from the Net Settlement Amount as
26 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
27 the check void date shall be forwarded to the California State Controller's Unclaimed Property
28 Fund. No funds shall revert to ELA.

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

4 9. The Court approves an award of attorney's fees to Class Counsel's in the amount
5 of \$116,666.67, and an award of costs and expenses in the amount of \$13,734.81. Such amounts
6 shall be paid as provided in the Settlement Agreement.

7 10. The Settlement Agreement provides the Settlement Administrator, Atticus
8 Administration, LLC, shall be paid from the Gross Settlement Amount and, as set forth in the
9 Declaration of Bryn Bridley, the Settlement Administrator is owed \$18,621.00 for services
10 rendered and to be rendered in administering the settlement. The Court therefore orders that
11 Atticus be paid the amount of \$18,621.00 from the Gross Settlement Amount consistent with the
12 terms of the Settlement Agreement.

13 11. A non-appearance case review is set for August 28, 2025, at 8:30 a.m., in
14 Department SSC-9 of the Los Angeles County Superior Court. The parties are ordered to file a
15 joint compliance report no later than ten (10) calendar days before the compliance hearing.

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

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

1 14. Judgment is hereby entered as follows: Plaintiff Antoinette Brown and the
2 Participating Class Members, consisting of all current and former non-exempt, hourly employees
3 in California employed by Defendants during the Class Period of September 7, 2020 to January
4 31, 2024, who have not otherwise opted out, shall take nothing from Defendants, except as set
5 forth in the Settlement Agreement.

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

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9 Dated: _____

Judge of the Superior Court