

1 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 SEPIDEH ARDESTANI, ESQ. (SBN 274259)
sepideh@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 CROSNER LEGAL, PC
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff DOUGLAS BALL
9 As an individual on behalf of himself and
on behalf of all others similarly situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN JOAQUIN

12 DOUGLAS BALL, as an individual on
13 behalf of himself and on behalf of all others
similarly situated,

14
15 Plaintiff,

16 v.

17 KRUGER FOODS, INC., a California
18 corporation; and DOES 1-100, inclusive,

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

DEC 18 2024

Filed _____
STEPHANIE BOHRER, CLERK
JANET MALDONADO
By _____
DEPUTY

Case No.: STK-CV-UOE-2022-0008581

Assigned for All Purposes to:
Hon. John Waters
Dept. 11B

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

Date: December 18, 2024
Time: 9:00 a.m.
Dept.: 11B

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 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 ("Settlement Agreement"),
7 attached as Exhibit 1 to the Sepideh Ardestani in support of Plaintiff's Motion for Preliminary
8 Approval of Class Action Settlement, filed on or about May 20, 2024, is the product of arms-
9 length negotiations between the parties and the terms of the Settlement Agreement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
11 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
12 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its July 16,
14 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
16 non-exempt employees that worked either directly or via a staffing agency for Defendant Kruger
17 Foods, Inc. ("Kruger" or "Defendant") at any location in California during the Class Period of
18 April 10, 2021 to December 14, 2023.

19 4. The Court adjudges all Participating Class Members, on behalf of themselves and
20 their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, release the Released Parties (as defined in the Settlement Agreement)
22 from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts
23 stated in the Operative Complaint and the PAGA Notice, including, all claims based on the factual
24 allegations made in the Complaint and which could have been made based on the factual
25 allegations in the Complaint for the Class Period. This includes but is not limited to: (1) all claims
26 for alleged failure to pay minimum wages, failure to pay wages for off-the-clock work, rounding,
27 automatic deduction for meal periods, and failure to pay other wages of any kind during
28 employment under Labor Code sections 1194 and 1194.2 and all applicable Industrial Welfare

1 Commission ("IWC") Wage Orders; (2) all claims for alleged failure to pay overtime wages,
2 failure to pay wages for off-the-clock work, rounding, automatic deduction for meal periods,
3 failure to pay overtime, failure to properly pay overtime to employees subject to an alternative
4 workweek schedule, and failure to pay overtime wages of any kind during employment in
5 violation of Labor Code sections 510, 511, 1194 and 1198, and IWC Wage Orders; (3) failure to
6 provide meal periods or pay meal period premiums under Labor Code sections 512, 226.7, and all
7 applicable IWC Wage Orders; (4) failure to provide rest periods or pay rest period premiums
8 under Labor Code section 226.7, and all applicable IWC Wage Orders; (5) failure to provide
9 accurate itemized wage statements under Labor Code section 226; (6) untimely wages and waiting
10 time penalties under Labor Code sections 201, 202, and 203; (7) unreimbursed business expenses
11 under Labor Code sections 2800 and 2802; (8) violation of Business & Professions Code section
12 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to
13 class members, the general public and Defendant's competitors and claims of unlawfully gaining
14 an unfair advantage over other businesses; (9) statutory penalties of any nature; (10) interest;
15 (11) attorneys' fees and costs; (12) and any other claims arising out of or related to the respective
16 Complaints filed in the Action during the Class Period. Participating Class Members do not
17 release any other claims, including claims for vested benefits, wrongful termination, violation of
18 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
19 workers' compensation, or claims based on facts occurring outside the Class Period.

20 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on
21 behalf of themselves and their respective former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
23 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
24 Operative Complaint and the PAGA Notice, including: any and all claims involving any alleged
25 failure to pay minimum wages, overtime wages, premium wages, reimbursement of business
26 expenses, inaccurately itemized wage statements, timely payment of wages upon separation of
27 employment during the PAGA Period. Aggrieved Employees only release these claims for the
28 duration of the PAGA Period. PAGA claims for civil penalties due to any Labor Code violations

1 by Defendant arising out of or related to events alleged in the complaint including, but not limited
2 to, Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 245-248.5, 432, 432.5, 432.7,
3 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all
4 applicable Wage Orders.

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

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

13 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
14 \$100,000.00, and an award of costs and expenses in the amount of \$____. Such amounts shall be
15 paid as provided in the Settlement Agreement.

16 9. The Court approves a service payment to plaintiff and Class Representative
17 Douglas Ball in the amount of \$2,500.00, and the Settlement Administrator is ordered to make
18 such payment consistent with the terms of the Settlement Agreement.

19 10. The Settlement Agreement provides the Settlement Administrator, Apex Class
20 Action, shall be paid from the Gross Settlement Amount for its services in administering the
21 Settlement. As set forth in the Declaration of Madely Nava, the Settlement Administrator is owed
22 \$__ for services rendered and to be rendered in administering the settlement. The Court therefore
23 orders that Apex Class Action be paid the amount of \$__ from the Gross Settlement Amount
24 consistent with the terms of the Class Settlement Agreement.

25 11. The Court approves PAGA penalties in the amount of \$30,000, to be paid from the
26 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
27 PAGA. \$22,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,
28

1 and the remainder of \$7,500 will be distributed to the Aggrieved Employees consistent with the terms
2 of the Settlement Agreement.

3 12. The Court hereby schedules a compliance hearing for December 17, 2025, at 9:00
4 a.m., in Department 11B of the San Joaquin County Superior Court. The Parties are ordered to file
5 a joint compliance report no later than ten (10) Court days prior to the compliance hearing.

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

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

19 14. Judgment is hereby entered as follows: Plaintiff Douglas Ball and the Participating
20 Class Members, consisting of all current and former non-exempt employees that worked either
21 directly or via a staffing agency for Kruger at any location in California during the Class Period of
22 April 10, 2021 to December 14, 2023, who have not otherwise opted out, shall take nothing from
23 Kruger, except as set forth in the Settlement Agreement.

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

26 **IT IS SO ORDERED AND ADJUDGED.**

ROBERT T. WATERS

Dated: DEC 18 2024

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28