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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

DAIJA WALKER and ADAM JOY,
individually and on behalf of other
individuals similarly situated,

Plaintiff,

vs.

CROSSROADS TRADING CO., INC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 23CV416909

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 8, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: June 6, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on January 16, 2025, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6

7 Dated: January 20, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug
Attorneys for Plaintiffs

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California, 92037.

6 On January 20, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail to counsel for Defendant at the following e-mail address(es):

10 NIXON PEABODY LLP
11 Robert H. Pepple
12 300 South Grand Avenue, Suite 4100,
13 Los Angeles, CA 90071-3151
14 Telephone: (213) 629-6140
15 Facsimile: (833) 778-3212
16 Email:
17 rpepple@nixonpeabody.com
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Attorneys for Plaintiff ADAM JOY

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 20, 2025, at San Diego, California.


Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)
4 Kyle R. Nordrehaug (SBN #205975)
5 Aparajit Bhowmik (SBN #248066)
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11 Attorney for Plaintiffs

Filed
January 16, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV416909
By: mcastellon

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA

14 DAIJA WALKER and ADAM JOY,
15 individually and on behalf of other individuals
16 similarly situated,

17 Plaintiff,

18 v.

19 CROSSROADS TRADING CO., INC, a
20 California corporation; and DOES 1 through
21 10, inclusive,

22 Defendants.

CASE NO.: 23CV416909

**[~~PROPOSED~~] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: January 8, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: June 6, 2023
Trial Date: Not set

23 The motion of Plaintiffs Daija Walker and Adam Joy (“Plaintiffs”) for an order finally
24 approving the class action settlement of this action between Plaintiffs and Defendant Crossroads
25 trading Co., Inc. (“Defendant”) came on for hearing on January 8, 2025 before the Honorable
26 Theodore C. Zayner.

27 The Court confirms the tentative ruling as the final ruling as revised by the striking of the
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FINAL APPROVAL ORDER AND JUDGMENT

1 sentence immediately before the heading V. Conclusion and replacing it with “The declaration of
2 the settlement administrator filed on January 6, 2025 verifies settlement administration costs of
3 \$16,750.00 and costs are approved in this amount” and the motion is GRANTED, as set forth
4 below.

5 **I.**
6 **FINDINGS**

7 Based on the oral and written argument and evidence presented in connection with the
8 motion, the Court makes the following findings:

9 1. All terms used herein shall have the same meaning as defined in the Class Action
10 and PAGA Settlement Agreement (the “Agreement”).

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million One Hundred
16 Four Thousand Eight Hundred Six Dollars and Eighty-Five Cents (\$1,104,806.85), which is an
17 increase of \$4,806.85 as a result of the escalator provision increase to the original amount of One
18 Million One Hundred Thousand Dollars (\$1,100,000), and the terms set forth in the Agreement are
19 fair, reasonable, and adequate.

20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

27 5. On August 26, 2024, the Court granted preliminary approval of the Agreement. At
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1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only. The Court also approved the form and method of the Class Notice, appointed Plaintiffs as
3 the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
4 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Marcus Bradley and Kiley
5 Grombacher of Bradley/Grombacher, LLP as Class Counsel for the Class, and appointed Apex
6 Class Action as the Administrator.

7 **Notice to the Class**

8 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
9 mailed by first class mail to members of the Class at their last known addresses on or about
10 October 15, 2024. Mailing of the Class Notice to their last known addresses was the best notice
11 practicable under the circumstances and was reasonably calculated to communicate actual notice
12 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
13 Members fully and accurately informed the Class Members of all material elements of the
14 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
15 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
16 fully with the laws of the State of California, the United States Constitution, due process and other
17 applicable law. The Class Notice fairly and adequately described the Settlement and provided
18 Class Members adequate instructions and a variety of means to obtain additional information.

19 7. The Response Deadline for opting out of the Class or submitting written objections
20 to the Settlement was December 16, 2024, which Response Deadline was extended by 14 days in
21 the event of a re-mailing. There was an adequate interval between notice and the deadline to
22 permit Class Members to choose what to do and act on their decision. A full opportunity has been
23 afforded to the Class Members to participate in this hearing, and all Class Members and other
24 persons wishing to be heard have been heard. Class Members also have had a full and fair
25 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
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1 exclusion in accordance with the Agreement are bound by the Settlement and this Final Approval
2 Order and Judgment.

3 **Fairness Of Settlement**

4 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
5 48 Cal.App.4th 1794, 1801 (1996).

6 a. The settlement was reached through arm's-length bargaining between the
7 parties during an all-day mediation before Lynn Frank, a respected and experienced mediator of
8 wage and hour class actions. There has been no collusion between the parties in reaching the
9 proposed settlement.

10 b. Plaintiffs' investigation and discovery have been sufficient to allow the
11 Court and counsel to act intelligently.

12 c. Counsel for both Parties are experienced in similar employment class action
13 litigation. All counsel recommended approval of the Agreement.

14 d. There were no objections were received, and no requests for exclusion were
15 received.

16 9. The consideration to be given to the Class Members under the terms of the
17 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
18 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
19 Members' claims, given the uncertainties and significant risks of the litigation and the delays
20 which would ensue from continued prosecution of the action.

21 10. The Agreement is approved as fair, adequate and reasonable and in the best
22 interests of the Class Members.

23 **Attorneys' Fees and Costs**

24 11. A Class Counsel Fees Payment award of \$368,268.95, and Class Counsel
25 Litigation Expenses Payment award of \$22,034.49 are reasonable, in light of the contingent nature
26 of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
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1 Counsel. The requested award has been supported by Class Counsel's lodestar and billing
2 statement.

3 **Class Representative Service Payment**

4 12. The Agreement provides for Class Representative Service Payments of not more
5 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
6 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
7 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for the time and effort
8 in bringing and prosecuting this matter on behalf of the Class, and for the execution of the release.

9 **Administration Expenses Payment**

10 13. The Administrator shall calculate and administer the payment to be made to the
11 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
12 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
13 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other
14 remaining duties set forth in the Agreement. The Administrator has documented \$16,750 for the
15 Administration Expenses Payment, and this amount is reasonable in light of the work performed
16 by the Administrator.

17 **PAGA Penalties**

18 14. The PAGA Penalties amount of \$22,000 is approved and shall be paid out of the
19 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
20 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
21 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
22 Aggrieved Employees' 25% share of PAGA Penalties (\$5,500) by the total number of PAGA Pay
23 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
24 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all non-
25 exempt employees who worked for Defendant in the State of California at any time during the
26 PAGA Period, which is February 9, 2022 to May 27, 2024. All Aggrieved Employees will be sent
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1 their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims
2 as set forth below, whether or not they opt out of the Class Settlement.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 15. The certification of the Class for the purposes of settlement is confirmed. The Class
7 is defined as follows:

8 All individuals who are or previously were employed by Defendant in California
9 and classified as non-exempt employees at any time during the Class Period
10 (November 1, 2019 through May 27, 2024).

11 16. All persons who meet the foregoing definition are members of the Class, except
12 for those individuals who timely submitted a valid request for exclusion (“opt out”) from the
13 Class. There were no individuals who requested exclusion.

14 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
15 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
16 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
17 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
18 Date.

19 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of
20 \$368,268.95 and Class Counsel Litigation Expenses Payment in the amount of \$22,034.49. The
21 Class Counsel Fees Payment shall be allocated: 75% to Blumenthal Nordrehaug Bhowmik De
22 Blouw LLP, and 25% Bradley/Grombacher, LLP. Class Counsel shall not seek or obtain any
23 other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

24 19. The payment of Class Representative Service Payments in the amount of \$10,000
25 each to the Plaintiffs is approved.

26 20. The payment of \$16,750 to the Administrator as the Administration Expenses
27 Payment is approved.

1 21. The PAGA Penalties are approved and shall be allocated as set forth in the
2 Agreement.

3 22. A Participating Class Member must cash his or her Individual Class Payment check
4 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
5 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
6 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
7 send the affected Participating Class Member and/or Aggrieved a reminder notice informing him
8 or her that unless the check is cashed in the next 60 days, it will expire and become non-
9 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
10 remains uncashed by the expiration of the 180 period, the funds from such uncashed checks shall
11 be paid to the California Controller's Unclaimed Property Fund in the name of the individual who
12 failed to cash their check.

13 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
14 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
15 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
16 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
17 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
18 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
19 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
20 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
21 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
22 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
23 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
24 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
25 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
26 Released PAGA Claims.

27 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
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1 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
2 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
3 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
4 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
5 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
6 days after its entry.

7 25. If the Agreement does not become final and effective in accordance with the terms
8 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
9 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
10 revert to their respective positions as of before entering into the Agreement, and expressly reserve
11 their respective rights regarding the prosecution and defense of this Action, including all available
12 defenses and affirmative defenses, and arguments that any claim in the Action could not be
13 certified as a class action and/or managed as a representative action.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. The Court hereby enters final judgment in this case in accordance with the terms of
16 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

17 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiff, and all members of the Class, shall take nothing in the Action.

19 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
20 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
21 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
23 the distribution of settlement benefits.

24 29. The Parties are authorized to agree to and to adopt such amendments, modifications
25 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
26 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
27 under the Agreement, subject to Court approval.

1 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 31. As of the Effective Date and upon full finding of the Gross Settlement Amount and
4 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
5 Defendant, all Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
7 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
8 claims that were alleged, or reasonably could have been alleged, based facts stated in the
9 Operative Complaint or PAGA Notices which occurred during the Class Period, including claims
10 for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226(a),
11 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2 1197, 1197.1, 1198, 2802, California Business
12 and Professions Code, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
13 (B), California Code of Regulations, Title 8, Section 1 1070(14), and all other applicable Wage
14 Order(s). Except as expressly set forth in the Agreement, Participating Class Members do not
15 release any other claims, including claims for vested benefits, wrongful termination, violation of
16 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
17 workers' compensation, or claims based on facts occurring outside the Class Period. The
18 "Released Parties" are re: Defendant and each of its former and present parents, subsidiaries and
19 affiliated companies and entities, franchisors and franchisees, and their current, former, and future
20 owners, officers, shareholders, directors, members, managers, operators, employees, consultants,
21 vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint
22 venturers, and agents, and any successors, assigns, or legal representatives, both individually and
23 in their business capacities, and any individual or entity who or which could be jointly liable with
24 Defendants and all persons or entities acting by, through under or in concert with any of them,
25 including but not limited to any and all staffing agencies and professional employment
26 organizations that supplied employees to Defendants, or performed professional employment
27 organization services, as applicable, Doe Defendants, and anyone that can be held legally
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1 responsible for the claims alleged in the Operative Complaint.

2 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
3 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
4 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
8 could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA
9 Notices, which occurred during the PAGA Period, including claims for violations of Labor Code
10 Sections 200, 201, 202, 203, 204, 210, 218, 221, 223, 226(a), 226.7, 227.3, 246, 510, 512, 515,
11 520, 558(a)(1)(2), 1182.11, 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2698, 2699.3, 2802,
12 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
13 Regulations, Title 8, Section 1 1070(14), and all other applicable Wage Order(s). The Released
14 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
15 wrongful termination, discrimination, unemployment insurance, disability and worker’s
16 compensation, and claims outside of the PAGA Period.

17 33. The Court sets a compliance hearing for August 27, 2025, at 2:30 p.m. in
18 Department 19. At least ten court days before the hearing, class counsel and the Administrator
19 shall submit a summary accounting of the net settlement fund identifying distributions made as
20 ordered herein, the number and value of any uncashed checks, amounts remitted to the *Cy Pres*
21 Recipient; the status of any unresolved issues, and any other matters appropriate to bring to the
22 court’s attention. Counsel shall also submit an amended judgment as described in Code of Civil
23 Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.
24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

25
26 Dated: January 16, 2025



27
28 HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT