

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

6 Attorneys for Plaintiffs ERIK SMITH
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 ERIK SMITH, as an individual on behalf of
himself and on behalf of all others similarly
12 situated,

13 Plaintiff,

14 v.

15 PREMIER PACKING, LLC, a Kentucky
16 limited liability company; and DOES 1-
100, inclusive,

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18 Defendants.
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Case No.: CIVSB2406078

Assigned for All Purposes to:
Hon. Wilfred J. Schneider, Jr.
Dept. S32

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

Date: August 6, 2026
Time: 8:30 a.m.
Dept.: S32

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 on
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Acton and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Sepideh Ardestani in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about August 15, 2025, is fully and
9 finally approved as fair, reasonable, and adequate, and in the best interests of the Class Members.
10 The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the
11 Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all non-exempt
13 employees who worked for Defendant Premier Packaging, LLC ("Premier" or "Defendant" in
14 California during the Class Period of February 21, 2020 to May 11, 2025.

15 4. The Court adjudges all Participating Class Members, on behalf of themselves and
16 their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably
18 could have been alleged, based on the facts stated in the Operative Complaint, including, any and
19 all claims involving any failure to pay minimum wages, overtime wages, premium wages in lieu of
20 meal and rest periods, failure to reimburse business expense, failure to issue accurately itemized
21 wage statements, and failure to pay all wages upon separation of employment during the Class Period.
22 Participating Class Members only release these claims for the duration of the Class Period. Except
23 as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release
24 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers'
26 compensation, or claims based on facts occurring outside the Class Period.

1 5. The Court further adjudges all Aggrieved Employees are deemed to release, on
2 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
4 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
5 Complaint and the PAGA Notice, including, failure to pay minimum wages, overtime wages,
6 premium wages in lieu of meal and rest periods, failure to reimburse business expense, failure to
7 issue accurately itemized wage statements, and failure to pay all wages upon separation of
8 employment during the PAGA Period. Aggrieved Employees only release these claims for the
9 duration of the PAGA Period.

10 6. Under the Settlement Agreement, Defendants agree to pay the total Gross Settlement
11 Amount of \$245,000.00. The Settlement Administrator is ordered to distribute to the Participating
12 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
13 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
14 the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
15 No funds shall revert to Defendants.

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

19 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
20 \$81,666.67, and an award of costs and expenses in the amount of \$18,056.24. Such amounts shall
21 be paid as provided in the Settlement Agreement.

22 9. The Court approves service payments to plaintiffs and Class Representatives Erik
23 Smith in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
24 payment consistent with the terms of the Settlement Agreement.

25 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
26 shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As
27 set forth in the Declaration of Fatima Montanez, the Settlement Administrator is owed \$7,286.00
28 for services rendered and to be rendered in administering the settlement. The Court therefore orders

1 that Simpluris be paid the amount of \$7,286.00 from the Gross Settlement Amount consistent with
2 the terms of the Settlement Agreement.

3 11. The Court approves PAGA penalties in the amount of \$20,000.00, to be paid from
4 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
5 underlying PAGA. \$15,000.00 of this amount will be paid to the LWDA as the state's share of the
6 civil penalties, and the remainder of \$5,000.00 will be distributed to the Aggrieved Employees
7 consistent with the terms of the Settlement Agreement and PAGA.

8 12. The Court sets a non-appearance Settlement Compliance Hearing for **August 4,**
9 **2027, at 8:30 a.m.** in Department S-32 of the San Bernardino County Superior Court. Plaintiff is
10 ordered to file a compliance report at least ten (10) court days before the Compliance Hearing.

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

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

24 15. Judgment is hereby entered as follows: Plaintiffs Erik Smith and the Participating
25 Class Members, consisting of all non-exempt employees who worked for Defendant Premier
26 Packaging, LLC in California during the Class Period of February 21, 2020 to May 11, 2025, who
27 have not otherwise opted out, shall take nothing from Defendant, except as set forth in the Settlement
28 Agreement.

1 16. The Court shall retain jurisdiction over the parties to interpret, implement and
2 enforce this Judgment.

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

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6 Dated: _____

Judge of the Superior Court

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