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7 Attorneys for Plaintiff ANTOINETTE BROWN, as an individual,  
and on behalf of all others similarly situated,  
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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,  
17 INC., a California corporation; and  
DOES 1-100, inclusive,

18 Defendants.  
19  
20

CASE NO.: 22STCV26088

**NOTICE OF ENTRY OF ORDER AFTER  
HEARING GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT AND REQUEST  
FOR ATTORNEY'S FEES AND COSTS,  
AND JUDGMENT THEREON**

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Filed: August 11, 2022

Trial Date: None set

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

**PLEASE TAKE NOTICE THAT** the Court entered Order After Hearing Granting Motion for Final Approval of Class and Paga Action Settlement and Request for Attorney’s Fees and Costs, and Judgment Thereon on August 30, 2024. A true copy of the minute order is attached hereto as Exhibit A.

Dated: August 30, 2024

Respectfully submitted,  
**CROSNER LEGAL, P.C.**

By:   
Zach Crosner, Esq.  
Jamie Serb, Esq.  
Nikki Trenner, Esq.  
Attorneys for Plaintiff ANTOINETTE  
BROWN

# Exhibit A

08/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Arraiga                     Deputy

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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,

vs.

15 ELA FOODS, INC., a California  
16 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 AFTER HEARING  
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**

Electronically Received 08/29/2024 09:03 AM

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 December 31, 2023.

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, within twenty (20) days of the date of this  
3 Order and Judgment, the Settlement Administrator shall post a copy of this Order and Judgment  
4 on its website for a minimum of sixty (60) days. The Court further orders to give notice to the  
5 Labor & Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699(1)(3).

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

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

15          11.      The Court approves PAGA penalties in the amount of \$10,000, to be paid from the  
16 Gross Settlement Amount, and finds that amount is fair, reasonable and adequate, and furthers the  
17 purposes underlying PAGA. \$7,500.00 of this amount will be paid to the LWDA as the state's share  
18 of the civil penalties, and the remainder of \$2,500.00 will be distributed to the Aggrieved Employees  
19 consistent with the terms of the Settlement Agreement.

20          12.      A non-appearance case review is set for ~~January 5, 2025~~ <sup>Revised Filing</sup> at 8:30 a.m., in  
21 Department SSC-9 of the Los Angeles County Superior Court. Plaintiff is ordered to file a Final  
22 Report re: Distribution of the settlement funds no later than December 29, 2025.

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


1 enforcement, construction, and interpretation of the Settlement Agreement.

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

8 15. Judgment is hereby entered as follows: Plaintiff Antoinette Brown and the  
9 Participating Class Members, consisting of all current and former non-exempt, hourly employees  
10 in California employed by Defendants during the Class Period of September 7, 2020 to December  
11 31, 2023, who have not otherwise opted out, shall take nothing from Defendants, except as set  
12 forth in the Settlement Agreement.

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

15  
16 Dated: 08/30/2024

  
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Judge of the Superior Court  
0223 ^ 15

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PROOF OF SERVICE  
*ANTOINETTE BROWN V. ELA FOODS INC. DBA POPEYES*  
*Los Angeles Superior Court Case No. 22STCV26088*

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On August 30, 2024, I served true copies of the following document(s) described as

**NOTICE OF ENTRY OF ORDER AFTER HEARING GRANTING MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND REQUEST FOR ATTORNEY’S FEES AND COSTS, AND JUDGMENT THEREON**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

ONLY BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the addressee(s) listed

Executed on August 30, 2024, at Los Angeles, California.



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Mathew Adame

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SERVICE LIST  
*ANTOINETTE BROWN V. ELA FOODS INC. DBA POPEYES*  
*Los Angeles Superior Court Case No. 22STCV26088*

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