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8 Attorneys for Plaintiff DOUGLAS BALL
As an individual on behalf of himself and
9 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 Plaintiff,

16 v.

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

19 Defendants.

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

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

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 16, 18, 23, 30, 31, 2024
Time: 9:00 a.m.
Dept.: 11B

JUL 16 2024
Filed _____
STEPHANIE BOHRER, CLERK
By _____
DEPUTY

MAY 20 2024

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ORIGINAL



1 The Court, having read the papers filed regarding Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement, and having heard argument on the Motion, hereby finds and
3 ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
5 attached as Exhibit 1 to the Sepideh Ardestani in support of Plaintiff's Motion for Preliminary
6 Approval of Class Action Settlement, filed on or about May 17, 2024, is within the range of
7 possible recovery and, subject to further consideration at the Final Approval Hearing described
8 below, is preliminarily approved as fair, reasonable, and adequate. The Court, for purposes of this
9 Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 a class including all current and former non-exempt employees that worked either directly or via a
12 staffing agency for Defendant Kruger Foods Inc. ("Kruger") at any location in California during
13 the Class Period of April 10, 2021 to December 14, 2023.

14 3. The Court finds the Settlement Class, consisting of at least 168 members, is so
15 numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of Kruger.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact, and these common questions include (1) whether Kruger paid Settlement Class Members
20 for all hours worked, including overtime hours, at the correct hourly wage; (2) whether Kruger
21 provided Settlement Class Members with all required meal periods on a compliant basis; (3)
22 whether Kruger provided Settlement Class Members with all required rest periods on a compliant
23 basis; (4) whether Kruger reimbursed business expenses; (5) whether Kruger provided Settlement
24 Class Members with compliant wage statements; and (6) whether Kruger paid all wages due on
25 separation of employment.

26 5. The Court finds further the claims of named Plaintiff Douglas Ball are typical of
27 the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the
28 Settlement Class. Accordingly, the Court appoints Douglas Ball as the Class Representative, and

1 appoints his counsel of record, Zachary Crosner, Jamie Serb, and Sepideh Ardestani, and Crosner
2 Legal, PC, as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The Court
9 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
10 Members of the terms of the Settlement and their rights thereunder, including the right to object to
11 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
12 from the Settlement and the procedure for doing so, their right to obtain a portion of the
13 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
14 Notice of Class Action Settlement and the procedure for providing Notice set forth in the
15 Settlement Agreement, all are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Apex Class Action Administrators as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
20 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
21 of this Order and the Settlement Agreement, and particularly with respect to providing the
22 Settlement Administrator all information necessary to perform its duties under the Settlement
23 Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
26 Counsel or any proposed representative enhancement to the Class Representatives, shall have
27 forty-five (45) days from the mailing of the Class Notice to submit his or her comments and/or
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1 objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class
2 Notice.

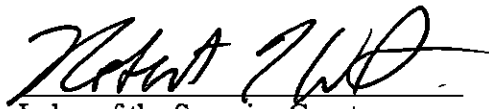
3 10. Any member of the Settlement Class who wishes to exclude themselves from the
4 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
5 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
6 and Class Notice.

7 11. A Final Approval Hearing is hereby set for December 18, 2024, at 9:00 a.m. in
8 Department 11B of the San Joaquin County Superior Court, to consider any objections to the
9 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
10 and given full and final approval by the Court, and to determine the amount of attorney's fees and
11 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
12 Representatives, and to approve the fees and costs payable to the Settlement Administrator. All
13 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
14 approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the
15 Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no
16 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right
17 to continue the Final Approval Hearing without further notice to the Settlement Class Members.

18 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
19 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
20 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

21 **IT IS SO ORDERED.**

22
23 Dated: 7/16/2024

24 
25 Judge of the Superior Court
26 **ROBERT T. WATERS**