

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Kevin Flores and the Class
2. Title of the proposed order:
[Proposed] Final Approval Order and Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Award and General Release Fee
 - b. Date and time: October 3, 2025 at 10:00 a.m.
 - c. Place: Central Justice Center
Department C16
700 Civic Center Drive West
Santa Ana, CA 92701
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

Helene Mayer

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

CASE NUMBER:

30-2021-01214613-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

PLEASE SEE SEPARATE PROOF OF SERVICE

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 10, 2025

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)

▶ 
(SIGNATURE OF DECLARANT)

Arby Aiwazian (SBN 269827)
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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

KEVIN FLORES, individually, and on behalf
of other members of the general public
similarly situated and on behalf of all other
aggrieved employees pursuant to the California
Private Attorney General Act,

Plaintiff,

vs.

PACIFIC PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01214613-CU-OE-CXC

Honorable Lori A. Kim
Department C16

CLASS ACTION

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

Date: October 3, 2025
Time: 10:00 a.m.
Department: C16

Complaint Filed: August 4, 2021
FAC Filed: July 15, 2024
Trial Date: None Set

1 This matter has come before the Honorable Lori A. Kim, in Department C16 of the
2 above-entitled Court, located at 700 Civic Center Drive West, Santa Ana, California 92701, on
3 October 3, 2025 at 10:00 a.m., on Plaintiff Kevin Flores' ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Award and
5 General Release Fee ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on
6 behalf of Plaintiff and the Class, and Hirschfeld Kraemer LLP appeared on behalf of Defendant
7 Pacific Plastics, Inc. ("Defendant").

8 On April 11, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Litigation") in accordance with the Joint Stipulation for
11 Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
12 which, together with the exhibits annexed thereto set forth the terms and conditions for
13 settlement of the Litigation.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the Private Attorneys
23 General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version
24 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
25 not apply to the Litigation *Kevin Flores v. Pacific Plastics, Inc.*, Orange County Superior Court;
26 Case No.: 30-2021-01214613-CU-OE-CXC, or the Settlement pursuant to California Labor
27 Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce
28 Development Agency ("LWDA") was filed prior to June 19, 2024.

1 4. This Court has jurisdiction over the Settlement Class Members as it pertains to
2 the Litigation and the claims asserted in the Litigation; the Court also has jurisdiction over all
3 parties to the Litigation as it pertains to the Litigation and the claims asserted in the Litigation.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all persons who were employed by Defendant in
9 California as a non-exempt employee at any time during the Settlement Class Period (“Class” or
10 “Settlement Class Members”).

11 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
12 defined to consist of the following individuals: Plaintiff and all Settlement Class Members who
13 were employed by Defendant in California as a non-exempt employee at any time during the
14 PAGA Period.

15 7. The Court finds that the Court-approved Notice of Class Action Settlement
16 (“Notice”) that was provided to the Settlement Class Members, fully and accurately informed
17 the Settlement Class Members of all material elements of the Settlement, of their opportunity to
18 participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion
19 from the Class Settlement; the Notice was the best notice practicable under the circumstances;
20 was valid, due, and sufficient notice to all Settlement Class Members; and complied fully with
21 the laws of the State of California, the United States Constitution, due process and other
22 applicable law. The Notice fairly and adequately described the Settlement and provided the
23 Settlement Class Members with adequate instructions and a variety of means to obtain
24 additional information.

25 8. Pursuant to California law, the Court hereby grants final approval to the
26 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
27 Class as a whole. More specifically, the Court finds that the Settlement was reached following
28 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,

1 PC ("Class Counsel"), and that the Settlement is the result of serious, informed, adversarial, and
2 arms-length negotiations between the parties. In so finding, the Court has considered all of the
3 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,
4 expense, and complexity of pursuing the claims presented; the likely duration of further
5 litigation; the amount offered in the Settlement; the extent of investigation and discovery
6 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
7 including the monetary allocations and payments, appears within the range of reasonableness,
8 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
9 against the probable outcome of further litigation relating to certification, liability, and damages
10 issues. The Court has further considered the absence of any objections by the Settlement Class
11 Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be
12 effected in accordance with the Settlement Agreement and the following terms and conditions.

13 9. A full opportunity has been afforded to the Settlement Class Members to
14 participate in the Final Approval Hearing, and all Settlement Class Members and other persons
15 wishing to be heard have been heard. The Settlement Class Members also have had a full and
16 fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court
17 determines that any Settlement Class Member who does not opt out of the Settlement
18 ("Participating Class Members") will be bound by all of the terms of the Settlement, including a
19 release of the Released Parties from the Class Released Claims.

20 10. The Court finds that Plaintiff Kevin Flores has satisfied the prerequisites under
21 PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the
22 specific provisions of the California Labor Code alleged to have been violated, including, and
23 not limited to, the facts and theories to support the alleged violations, in conformity with
24 California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has
25 been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant
26 to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA
27 Settlement and the allocation of \$250,000.00 toward civil penalties under the California Private
28 Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are fair,

1 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
2 distribute the PAGA Amount as follows: the amount of \$187,500.00 to the LWDA ("LWDA
3 Payment"), and the amount of \$62,500.00 to the Aggrieved Employees ("PAGA Employee
4 Amount"), in accordance with the terms and methodology set forth in the Agreement.

5 11. The Court determines that Plaintiff Kevin Flores, the State of California (with
6 respect to Aggrieved Employees), and all Aggrieved Employees, will be bound by all terms of
7 the Settlement, including a release of the Released Parties from the PAGA Released Claims.

8 12. The Court hereby directs that the Settlement be affected in accordance with the
9 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
10 herein.

11 13. The Court finds that payment of Settlement Administration Costs in the amount
12 of \$11,500.00 to Simpluris, Inc. ("Simpluris" or "Settlement Administrator"), is appropriate for
13 the services performed and costs incurred and to be incurred for the notice and settlement
14 administration process, and is hereby approved. It is hereby ordered that the Settlement
15 Administrator shall issue payment to itself in the amount of \$11,500.00, in accordance with the
16 terms and methodology set forth in the Settlement Agreement.

17 14. The Court finds that the Enhancement Award and General Release Fee in the
18 amount of \$7,500.00 to Plaintiff Kevin Flores is fair and reasonable, and is hereby approved. It
19 is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to
20 Plaintiff Kevin Flores for his Enhancement Award and General Release Fee, according to the
21 terms set forth in the Settlement Agreement.

22 15. The Court finds that attorneys' fees in the amount of \$612,500.00 to Class
23 Counsel fall within the range of reasonableness and that the results achieved justify the award
24 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
25 payment in the amount of \$612,500.00 to Class Counsel for attorneys' fees, in accordance with
26 the terms and methodology set forth in the Settlement Agreement.

27 16. The Court finds that reimbursement of litigation costs and expenses in the
28 amount of \$12,179.26 to Class Counsel is reasonable and hereby approved. It is hereby ordered

1 that the Settlement Administrator issue payment in the amount of \$12,179.26 to Class Counsel
2 for reimbursement of litigation costs and expenses, in accordance with the terms and
3 methodology set forth in the Settlement Agreement.

4 17. It is hereby ordered that within twenty-one (21) calendar days of the Settlement
5 Effective Date, Defendant shall deposit the Gross Settlement Amount of \$1,750,000.00, in
6 accordance with the terms and methodology set forth in the Settlement Agreement.

7 18. It is hereby ordered that within ten (10) calendar days following the funding of
8 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
9 Settlement and approved by the Court as follows: (a) Individual Settlement Shares to
10 Participating Class Members, (b) Individual PAGA Shares to Aggrieved Employees, (c) LWDA
11 Payment to the LWDA, (d) Enhancement Award and General Release Fee to Plaintiff, (e)
12 Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to the
13 Settlement Administrator, in accordance with terms and methodology set forth in the Settlement
14 Agreement.

15 19. Checks issued to Participating Class Members and Aggrieved Employees
16 pursuant to this Agreement shall remain valid and negotiable for a period of one hundred eighty
17 (180) calendar days from the date of mailing. All uncashed checks will be treated pursuant to
18 Code of Civil Procedure Section 384 as a *cy pres* distribution to the Community Legal Aid
19 SoCal. All Participating Class Members shall be bound by the terms and conditions of the
20 Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual
21 Settlement Share checks. All Aggrieved Employees shall be bound by the terms and conditions
22 of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their
23 Individual PAGA Share checks.

24 20. After entry of this Final Approval Order and Judgment, pursuant to California
25 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
26 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
27 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
28

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
2 with the distribution of settlement benefits.

3 21. Individualized notice of this Final Approval Order and Judgment is not required.
4 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
5 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
6 date of entry of this Final Approval Order and Judgment.

7 22. A Final Compliance Hearing is set for _____ at
8 _____ a.m./p.m. in Department C16. Class Counsel shall submit the Settlement
9 Administrator's accounting report regarding the status of the funding and disbursement of the
10 Settlement at least five (5) court days prior to the Final Compliance Hearing.

11 **IT IS SO ORDERED.**

12
13 DATE: _____

The Honorable Lori A. Kim
Judge of the Superior Court of California