

► Helene Mayor
(SIGNATURE)

PLAINTIFF/PETITIONER: Kevin Flores
 DEFENDANT/RESPONDENT: Pacific Plastics, Inc.

CASE NUMBER:
 30-2021-01214613-CU-OE-CXC

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE THE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: April 18, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)





(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

KEVIN FLORES, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys 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 Randall J. Sherman
Department CX-105

CLASS ACTION

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

Reservation: 74346040
Date: April 11, 2025
Time: 10:00 a.m.
Department: CX-105

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

1 This matter has come before the Honorable Randall J. Sherman in Department CX-105 of
2 the Superior Court of the State of California, for the County of Orange, Civil Complex Center, on
3 April 11, 2025 at 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Kevin Flores ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and
6 Hirschfeld Kraemer, LLP appears as counsel for Defendant Pacific Plastics, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation for Class Action and PAGA
12 Settlement, attached as "**EXHIBIT A**" to the Declaration of Helene Mayer in Support of
13 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, as amended
14 ("Settlement," "Agreement," or "Settlement Agreement"). This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their
23 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
24 substantial additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys' Fees and Costs, incentive award to Plaintiff, PAGA Amount, Settlement
5 Administration Costs, and payments to the Participating Class Members and Aggrieved Employees
6 provided thereby, appears to be within the range of reasonableness of a settlement that could
7 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
8 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
9 settlement awards made available to the Class Members and Aggrieved Employees are fair,
10 adequate, and reasonable when balanced against the probable outcome of further litigation relating
11 to certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the
21 representative of the Class.

22 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
23 as follows:

24 All persons who were employed by Defendant in California as a non-exempt
25 employee at any time during the period of time from August 4, 2017 through
26 February 15, 2024. ("Class" or "Class Members").

26 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
27 ("Class Counsel").

28 8. The Court provisionally appoints Plaintiff Kevin Flores as the representative of the

1 Class (“Class Representative”).

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3 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
4 administration of the Settlement (“Settlement Administrator”).

5 ~~10. Upon the Court’s entry of this Order, the PAGA portion of the Settlement will be~~
6 ~~considered approved. However, to minimize claims administration expenses, the PAGA Amount~~
7 ~~shall not be paid and distributed until after the Final Approval Hearing, in accordance with the~~
8 ~~terms of the Settlement.~~

9 11. Within thirty (30) calendar days of the date on which the Court enters this Order,
10 Defendant shall provide the Settlement Administrator with the following information about each
11 Class Member: (1) full name; (2) last known mailing address; (3) last known telephone number;
12 (4) Social Security Number; (5) dates of employment in a non-exempt position; (6) the applicable
13 number of Workweeks of each Settlement Class Member during the Settlement Class Period in
14 order to calculate each Settlement Class Member’s respective Individual Settlement Share; and (7)
15 the applicable number of Workweeks of each Aggrieved Employee during the PAGA Period in
16 order to calculate each Aggrieved Employee’s respective Individual PAGA Share (collectively,
17 “Class List”) in conformity with the Settlement Agreement.

18 12. The Court approves, both as to form and content, the Notice Packet, consisting of
19 the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1,**” Opt-Out
20 Form attached hereto as “**EXHIBIT 2,**” and Objection Form attached hereto as “**EXHIBIT 3.**”
21 The Notice Packet shall be provided to Class Members in the manner set forth in the Settlement
22 Agreement. The Court finds that the Notice Packet appears to fully and accurately inform the
23 Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
24 from the Class Settlement by submitting an Opt-Out Form, of Class Members’ right to dispute the
25 Workweeks credited to each of them, and of each Participating Class Member’s right and
26 opportunity to object to the Class Settlement by submitting an Objection Form to the Settlement
27 Administrator. The Court further finds that distribution of the Notice Packet substantially in the
28 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set

1 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
2 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
3 Settlement Administrator to mail the Notice Packet in English and Spanish by First-Class U.S.
4 mail to all Class Members within fifteen (15) calendar days of receipt of the Class List, pursuant to
5 the terms set forth in the Settlement Agreement.

6 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
7 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
8 choose to be excluded from the Class Settlement by submitting a timely and valid Opt-out Form in
9 conformity with the requirements set forth in the Notice Packet, to the Settlement Administrator,
10 postmarked before the expiration of the time period commencing on the date the Notice Packet is
11 mailed to Class Members and ending sixty (60) days thereafter (“Response Deadline”), or, in the
12 case of a re-mailed Notice Packet, the Response Deadline for that Class Member shall be extended
13 by fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and
14 be excluded from, the Class Settlement will not be entitled to any recovery under the Class
15 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
16 comment thereon. Nevertheless, Plaintiff and all Class Members who were employed by Pacific
17 Plastics, Inc. in California as a non-exempt employee at any time during the PAGA Period
18 (“Aggrieved Employees”) will be bound by the PAGA Settlement and will be issued their
19 Individual PAGA Share, irrespective of whether they submit an Opt-Out Form. Class Members
20 who have not submitted a timely and valid Opt-Out Form (i.e., Participating Class Members) shall
21 be bound by the Settlement Agreement and any final judgment based thereon.

22 14. A Final Approval Hearing shall be held before this Court on October 3, 2025 at
23 10:00 a.m. in Department CX-105 of the Superior Court of California for the County of Orange,
24 Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to
25 determine all necessary matters concerning the Settlement, including: whether the proposed
26 settlement of the action on the terms and conditions provided for in the Settlement is fair,
27 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
28 provided in the Settlement, should be entered herein; whether the plan of allocation contained in

the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, incentive award, Settlement Administration Costs, and allocation for the PAGA Amount.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, incentive award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by September 10, 2025, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Class Member may ~~must~~ submit their Objection Form or written brief or statement of objection (together, "Objection") to the Settlement Administrator on or before the expiration of the Response Deadline. The written Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Participating Class Members may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted an objection.

17. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the

1 Settlement Agreement.

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4 19. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the
6 Class Members and Aggrieved Employees, and retains jurisdiction to consider all further
7 applications arising out of or connected with the Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: **April 11, 2025**

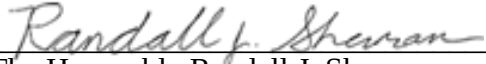

The Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 04/11/2025

TIME: 10:00:00 AM

DEPT: CX105

JUDICIAL OFFICER PRESIDING: Randall J. Sherman

CLERK: S. Turner

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: C. Urinsco

CASE NO: **30-2021-01214613-CU-OE-CXC** CASE INIT.DATE: 08/04/2021

CASE TITLE: **Flores vs. Pacific Plastics, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74442831

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Kevin Flores

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Preliminary Approval of Class Action Settlement, 07/25/2024

APPEARANCES

Tentative Ruling posted on the Internet.

The Tentative Ruling was accepted and no appearance was requested.

The Court confirms the tentative ruling as follows:

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is granted. (However, if the parties want to reduce, or even substantially reduce, the large \$250,000 PAGA allocation, which means \$187,500 being paid to the LWDA, the court would be fine with that, since it would result in more money going into the employees' pockets.)

A Final Approval Hearing is set for October 3, 2025, at 10:00 a.m. All papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.

Plaintiff is ordered to give notice of the ruling to the LWDA and to defendant.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On April 18, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**
on interested parties in this action by Electronic Service as follows:

Daniel H. Handman
Benjamin J. Treger
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, CA 90401
Telephone: (310) 255-0705
Facsimile: (310) 255-0986
Emails: dhandman@hkemploymentlaw.com; treger@hkemploymentlaw.com;

Attorneys for Defendant PACIFIC PLASTICS, INC.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on April 18, 2025, at Glendale, California.



Jessica Tor