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**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: December 6, 2024
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 December 6, 2024 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 (Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT A**” to
13 the Declaration of Helene Mayer in Support of Plaintiff’s Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court’s determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

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

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

26 8. The Court provisionally appoints Plaintiff Kevin Flores as the representative of the
27 Class ("Class Representative").

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

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

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

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

Settlement Administrator to mail the Notice Packet in English and Spanish by First-Class U.S. mail to all Class Members within fifteen (15) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

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

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department CX-105 of the Superior Court of California for the County of Orange, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as 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 _____, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Class Member 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 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 Settlement Agreement.

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

5 **IT IS SO ORDERED.**

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7 Dated: _____

By: _____

The Honorable Randall J. Sherman
Judge of the Superior Court