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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF CONTRA COSTA**

DINO DESANCTIS; TYRONE BARNES,  
individuals, on behalf of themselves and on  
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING  
COMPANY, LLC, a Missouri Limited  
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. C21-01874

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL**

Date: October 5, 2023

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat

Dept.: 12

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class Action  
2 and PAGA Claims and Release of Claims (“Agreement”) and Motion for Class Counsel Award and  
3 Class Representative Service Awards duly came on for hearing on October 5, 2023, before the  
4 above-entitled Court. Zakay Law Group, APLC, the JCL Law Firm, APC, Bokhour Law Group,  
5 P.C., and Falakassa Law P.C. appeared on behalf of Plaintiffs DINO DESANCTIS and TYRONE  
6 BARNES (“Plaintiffs”). Husch Blackwell LLP appeared on behalf of Defendant DOUGLAS  
7 PRODUCTS AND PACKAGING COMPANY LLC (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in  
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending  
15 in the California Superior Court for the County of Contra Costa (“Court”), Case No. C21-01874,  
16 entitled *Desanctis v. Douglas Products and Packaging Company LLC*, and over all Parties to this  
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On May 30, 2023, the Court granted preliminary approval of a class-wide  
20 settlement. At this same time, the court approved certification of a provisional settlement class for  
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was  
25 mailed by first class mail to the Class Members at their last known addresses on July 13, 2023.  
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the  
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the  
28

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet  
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3           5.       The Response Deadline for opting out or objecting was August 28, 2023.  
4 There was an adequate interval between notice and deadline to permit Class Members to choose  
5 what to do and act on their decision. No Class Members objected. No Class Members requested  
6 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent  
7 Individual Settlement Payments.

8 **Fairness Of the Settlement**

9           6.       The Agreement provides for a Gross Settlement Amount of \$372,500.00.  
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
11 Cal.App.4th 1794, 1801.)

12           a.       The settlement was reached through arms-length bargaining between  
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
14 settlement.

15           b.       The Parties' investigation and discovery have been sufficient to allow  
16 the Court and counsel to act intelligently.

17           c.       Counsel for all parties are experienced in similar employment class  
18 action litigation and have previously settled similar class claims on behalf of employees claiming  
19 compensation. All counsel recommended approval of the Settlement.

20           d.       The percentage of objectors and requests for exclusion is zero. No  
21 objections were received. No requests for exclusion were received.

22           e.       The participation rate is high. 100% of Class Members will be  
23 participating in the Settlement and will be sent settlement payments.

24           7.       The consideration to be given to the Class Members under the terms of the  
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
28 litigation and the delays which would ensue from continued prosecution of the Action.

1                   8.       The Agreement is finally approved as fair, adequate, and reasonable and in  
2 the best interests of the Settlement Class Members.

3 **Attorneys' Fees and Litigation Expenses**

4                   9.       The Agreement provides for a Class Counsel Award in the amount of up to  
5 One Hundred Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents  
6 (\$144,666.66). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal  
7 to one-third (1/3) of the Gross Settlement Amount, or One Hundred Twenty-Four Thousand One  
8 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$124,166.66) and reimbursement of costs and  
9 expenses in the amount of Twelve Thousand Three Hundred Eighty-Eight Dollars and Fifteen Cents  
10 (\$12,388.15).

11                  10.       A Class Counsel Award of One Hundred Thirty-Six Thousand Five Hundred  
12 Fifty-Four Dollars and Eighty-One Cents (\$136,554.81) comprised of attorneys' fees in the amount  
13 of One Hundred Twenty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents  
14 (\$124,166.66) and reimbursement of actually incurred costs and expenses in the amount of Twelve  
15 Thousand Three Hundred Eighty-Eight Dollars and Fifteen Cents (\$12,388.15) is reasonable in light  
16 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
17 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,  
18 which is reasonable and at the low end of the range for fee awards in common fund cases and is  
19 supported by Class Counsel's lodestar.

20 **Class Representative Service Awards**

21                  11.       The Agreement provides for a Class Representative Service Award of Ten  
22 Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval.  
23 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each  
24 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class  
25 action litigation.

26 **Settlement Administration Costs**

27                  12.       The Agreement provides for Settlement Administration Costs to be paid in  
28 an amount not to exceed \$5,000.00. The Declaration of the Settlement Administrator provides that

1 the actual claims administration expenses were \$5,000.00. The amount of this payment is  
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement  
7 Class is hereby defined to include all non-exempt employees who are or previously were employed  
8 by Defendant and performed work in California (“Class”) from September 8, 2017 to May 23, 2022  
9 (“Class Period”).

10 2. Every person in the Class who did not submit and timely and validly Request  
11 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the  
12 Settlement Administrator, that no Class Members opted-out of the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
15 this Order and the terms of the Agreement.

16 4. Class Counsel are awarded One Hundred Thirty-Six Thousand Five Hundred  
17 Fifty-Four Dollars and Eighty-One Cents (\$136,554.81) for the Class Counsel Award comprised of  
18 one-third of the Gross Settlement Amount, or One Hundred Twenty-Four Thousand One Hundred  
19 Sixty-Six Dollars and Sixty-Six Cents (\$124,166.66) and litigation expenses in the amount of  
20 Twelve Thousand Three Hundred Eighty-Eight Dollars and Fifteen Cents (\$12,388.15). Class  
21 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,  
22 Plaintiffs, or members of the Class.

23 5. The payment of the Class Representative Service Award to each Plaintiff in  
24 the amount of \$10,000.00 is approved.

25 6. The payment of \$5,000.00 to the Settlement Administrator for Settlement  
26 Administration Costs is approved.

27 7. The PAGA Settlement of \$16,000.00 is hereby approved as fair, reasonable,  
28 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any  
2 fraud or collusion.

3           8.       Final Judgment is hereby entered in this action. The Final Judgment shall  
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge  
5 of Defendant from all class claims alleged in the operative complaint, or that reasonably could have  
6 been alleged based on the facts alleged in the operative complaint, which occurred during the Class  
7 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful  
8 termination, unemployment insurance, disability, social security, workers' compensation, and class  
9 claims outside of the Class Period.

10           9.       Final Judgment shall also bind Plaintiffs, acting on behalf of the State of  
11 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'  
12 General Act ("PAGA") and shall release Defendant from all PAGA claims alleged in the operative  
13 complaint and Plaintiffs' PAGA notice(s) submitted to the LWDA which occurred during the PAGA  
14 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful  
15 termination, unemployment insurance, disability, social security, workers' compensation, and  
16 PAGA claims outside the PAGA Period.

17           10.      The term "Aggrieved Employees" is hereby defined as all non-exempt  
18 employees who are or previously were employed by Defendant and performed work in California  
19 during the PAGA Period. The PAGA Period means the period between June 29, 2020 to May 23,  
20 2022.

21           11.      The Agreement is not an admission by Defendant, nor is this Final Approval  
22 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by  
23 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
24 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
25 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
26 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
27 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
28 to the denials or defenses by Defendant and shall not be offered in evidence in any action or

1 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose  
2 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and  
3 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,  
4 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and  
5 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the  
6 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
7 or issue preclusion or similar defense as to the claims being released by the Settlement.

8           12. Notice of entry of this Final Approval Order and Judgment shall be given to  
9 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice  
10 of entry of this Final Approval Order and Judgment to individual Class Members and the Final  
11 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated  
12 in the Notice Packet.

13           13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
14 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
16 connection with the distribution of settlement benefits.

17           14. If the Settlement does not become final and effective in accordance with the  
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
20 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

21  
22           **IT IS SO ORDERED.**

23  
24           DATED: \_\_\_\_\_, 2023

25  
26           \_\_\_\_\_  
27           Hon. Charles S. Treat  
28           Judge, Superior Court for the State of California,  
                County of Contra Costa