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7 Attorneys for: Plaintiff ALBERTO RAMOS, individually and on behalf of other
8 persons similarly situated

9 [additional counsel listed after caption]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 ALBERTO RAMOS, individually and on
13 behalf of other persons similarly situated
14 and similarly aggrieved employees,

15 Plaintiffs,

16 v.

17 LIBERTY CONTAINER COMPANY, an
18 active California Corporation; and DOES 1
19 through 10,

20 Defendants.

21 -----
22 ROGER RODRIGUEZ on behalf of
23 himself and on behalf of all persons
24 similarly situated and similarly aggrieved
25 employees,

26 Plaintiff,

27 v.

28 LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

Defendants.

**Case No.: 20STCV06560 (lead);
20STCV13959**

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Lawrence Riff in
Dept. SS-7]*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT APPROVING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

Lead Action Filed: February 20, 2020

1 **ZAKAY LAW GROUP, APLC**

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7 **JCL LAW FIRM, APC**

8 Jean-Claude Lapuyade (State Bar #248676)
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10 San Diego, CA 92110
11 Telephone: (619)599-8292
12 Facsimile: (619) 599-8291

13 Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons
14 similarly situated and similarly aggrieved employees

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1 **TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that, on October 14, 2022, after hearing on Plaintiffs'
4 Motion on October 7, 2022, the Court entered an Order and Judgment Approving Plaintiffs'
5 Motion for Final Approval of Class Action Settlement, Class Representatives' Enhancement
6 Awards, Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and
7 LWDA Payment, a true and correct copy of which is appended hereto.

8
9 Dated: Oct. 18, 2022

MOORADIAN LAW, APC
ZAKAY LAW GROUP, APLC
JCL LAW FIRM, APC

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12 By: /s/Haik Hacopian

Zorik Mooradian,
Haik Hacopian,
Shani O. Zakay,
Jean-Claude Lapuyade,
Attorneys for Plaintiffs, individually and on
behalf of other persons similarly situated

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10 Attorneys for Plaintiff Alberto Ramos, individually and on behalf of other persons
11 similarly situated and similarly aggrieved employees

12 [ADDITIONAL COUNSEL LISTED AFTER CAPTION]

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

15 ALBERTO RAMOS, individually and on
16 behalf of other persons similarly situated
17 and similarly aggrieved employees,
18 Plaintiffs,
19 v.

20 LIBERTY CONTAINER CORP., an
21 active California Limited Liability
22 Company; and DOES 1 through 10,
23 Defendants.

24 ROGER RODRIGUEZ on behalf of
25 himself and on behalf of all persons
26 similarly situated and similarly aggrieved
27 employees,

28 Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key
Container Company); and DOES 1-50,
Inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
10/14/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. Lawrence Riff
in Dept. SS-7]

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

Date: October 7, 2022

Time: 11:00 a.m.

Dept.: SS-7

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Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees

1 On October 7, 2022, the Court considered the motion of Plaintiff Alberto Ramos and
2 Plaintiff Roger Rodriguez ("Plaintiffs") for Final Approval of Class Action Settlement and
3 Payment of: (1) Class Representatives' Enhancement Awards, (2) Class Counsel Attorneys'
4 Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment. Having
5 considered the Motion, and all legal authorities and documents concurrently and previously
6 submitted in support thereof, including the Amended Stipulated Settlement Agreement
7 ("Settlement Agreement"), and good cause appearing, IT IS HEREBY ORDERED and
8 ADJUDGED that the motion is GRANTED, subject to the following findings and orders:
9

10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All non-exempt Union production employees (covered by the Collective Bargaining
14 Agreement) who are or previously were employed by Defendant in California during the
15 period of February 20, 2016 through July 28, 2021 ("Class Period").

16 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
17 Class as set forth in the Settlement Agreement has been completed in conformity with
18 preliminary approval granted on May 19, 2022. The Notice Documents provided adequate
19 notice of the proceedings and about the case, including the proposed settlement terms and
20 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
21 Documents fully satisfied due process requirements. The Notice Documents were sent via
22 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
23 could be identified through reasonable effort. As executed, the Notice Documents
24 constituted the best notice practicable under the circumstances;

25 4. No Settlement Class Member has requested to be excluded from the
26 Settlement;

5. The Court hereby approves the terms set forth in the Settlement Agreement
and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable

1 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
2 Court finds that the Settlement Agreement has been reached as a result of informed and non-
3 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
4 extensive investigation and research, and their attorneys were able to reasonably evaluate
5 their respective positions. The Court also finds that settlement now will avoid additional and
6 potentially substantial litigation costs, as well as delay and risks if the Parties were to
7 continue to litigate the case. The Court has reviewed the monetary recovery being provided
8 as part of the settlement and recognizes the significant value accorded to the Settlement
9 Class;

10 6. The class release, as set forth in the Settlement Agreement and Notice
11 Documents, is as follows:

12 Upon the Effective Date and funding in full of the Settlement Amount by Defendant,
13 all Settlement Class Members who do not timely opt out of the Settlement ("Participating
14 Class Members"), including their heirs, assigns, estates and representatives, shall be deemed
15 to fully forever, irrevocably and unconditionally release and discharge the Released Parties
16 from the Released Claims. The Settlement Agreement shall be in full settlement,
17 compromise, release and discharge of the Released Claims and each of them, and the
18 Released Claims by the Class Representative, and the Released Parties shall have no further
19 or other liability or obligation to any Class Member and/or the Class Representative with
20 respect to the Released Claims and Class Representative's Released Claims, except as
21 expressly provided herein.

22 "Released Claims" means: all class claims alleged in the operative complaint which
23 occurred during the Class Period, and expressly excluding all other claims, including claims
24 for vested benefits, wrongful termination, unemployment insurance, disability, social
25 security, workers' compensation, and class claims outside of the Class Period.

26 "Released Parties" means Defendant, including each of Defendant's respective past,
present, and/or future, direct and/or indirect, officers, directors, members, managers,
employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,

1 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
2 successors, assigns, and joint venturers.

3 7. Defendant shall pay the Settlement Class pursuant to the procedure described
4 in the Settlement Agreement and the Notice Documents;

5 8. The Court hereby confirms the appointment of Plaintiff Alberto Ramos and
6 Plaintiff Roger Rodriguez as Class Representatives for settlement purposes and awards a
7 \$5,000 payment to each Plaintiff for their services to the Settlement Class. The Court finds
8 that these amounts are fair and reasonable in light of Plaintiffs' contributions to this
9 litigation and the risks they undertook in being the named plaintiffs. The enhancement
10 awards awarded under this paragraph shall be paid in accordance with the terms of the
11 Settlement Agreement;

12 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
13 Hacopian of the Mooradian Law, APC, Shani O. Zakay of Zakay Law Group, APLC, and
14 Jean-Claude Lapuyade of JCL Law Firm, APC as Class Counsel;

15 10. The Court hereby awards attorneys' fees in the amount of \$131,666.66 and
16 finds that the attorneys' fees requested are reasonable in light of the relevant factors under
17 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
18 with the terms of the Settlement Agreement;

19 11. The Court also awards costs in the amount of \$16,632.07 and finds that the
20 costs requested are reasonable in light of the relevant factors under California law. The costs
21 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
22 Agreement;

23 12. The Court approves the payment of \$8,000 to CPT Group, Inc. for the fees
24 and costs of administering the settlement. The payment authorized by this paragraph shall
25 be made in accordance with the terms of the Settlement Agreement;

26 13. The Court approves the payment of \$7,500 to the California Labor and
Workforce Development Agency ("LWDA") for release of the PAGA claims. The payment

1 authorized by this paragraph shall be made in accordance with the terms of the Settlement
2 Agreement;

3 14. The Court shall have and retain continuing jurisdiction over this action and
4 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
5 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
6 Agreement and this Order and Judgment; and

7 15. A Non-Appearence Review Hearing re Final Distribution is scheduled for
8 July 21, 2022 at 9:00 a.m. and a distribution report is to be filed not later than five (5) court
9 days in advance.

10 Dated: 10/14/2022



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

By: Lawrence P. Riff / Judge

Honorable Lawrence Riff
Judge of the Superior Court

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On October 18, 2022, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.

Executed on October 18, 2022 at Calabasas, California.

/s/Haik Hacopian
Haik Hacopian