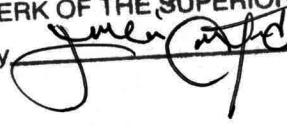


FILED
ALAMEDA COUNTY

JAN 25 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

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

ARLENE BANDRIL, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PLASTIKON INDUSTRIES, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

MARIA REYES, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

PLASTIKON INDUSTRIES, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No. RG19038227 (Lead Case);
Consolidated with Case No. RG20054268

Honorable Brad Seligman
Department 23

CLASS ACTION

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

[Reservation ID: A-19038227-001]

Hearing Date: January 25, 2022
Hearing Time: 3:00 p.m.
Hearing Place: Department 23

Complaint Filed: October 7, 2019
FAC Filed: February 16, 2021
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Arlene Bandril's and Maria
2 Reyes' ("Plaintiffs") Motion for Final Approval of a Class Action Settlement, Class Counsel's
3 Attorneys' Fees and Costs, and Service Payments, and after considering the papers submitted in
4 support of the motion, including the Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement Agreement," "Settlement," or "Agreement"), **HEREBY FINDS AND ORDERS AS**
6 **FOLLOWS:**

7 This is a putative class action. Plaintiffs were formerly assigned to work at Defendant
8 Plastikon Industries ("Defendant"). The operative complaint in the action asserts nine (9) causes
9 of action for alleged violations of the Labor Code and Business and Professions Code. Plaintiffs
10 have brought this action on behalf of all current and former hourly-paid or non-exempt employees
11 (either directly or through a staffing agency or labor contractor) of Defendant within the State of
12 California at any time during the Class Period ("Class" and "Class Members"). The Class Period
13 is the time period from October 7, 2015 to April 8, 2021 ("Class Period"). As of December 21,
14 2021, there are one thousand five hundred eighty (1,580) members of the class except those who
15 timely requested exclusion (*i.e.*, who elect to "opt out") ("Class Participants").¹

16 On September 21, 2021, the Court granted Preliminary Approval of the Settlement.
17 Plaintiffs now moves for Final Approval of the Settlement.

18 The terms used in this Order of Final Approval and Judgment shall have the same meaning
19 as defined in the Settlement Agreement except as may otherwise be ordered.

20 The following Class is certified for purposes of settlement only: all current and former
21 hourly-paid or non-exempt employees (either directly or through a staffing agency or labor
22 contractor) of Defendant within the State of California at any time during the time period from
23 October 7, 2015 to April 8, 2021.

24 ///

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27 _____
28 ¹ Phoenix mailed Notice Packets to one thousand five hundred ninety-eight (1,598) Class
Members and received eighteen (18) requests for exclusion. Thus, there are one thousand five
hundred eighty (1,580) Class Participants.

1 Defendant will pay a Total Settlement Amount of \$2,250,000 which includes: (1) the
2 Settlement Administrator's Expenses in the amount of \$12,000; (2) the Private Attorneys General
3 Act of 2004 ("PAGA") Fund in the sum of \$200,000, seventy-five percent (75%) of which
4 (\$150,000) shall be paid to the California Labor and Workforce Development Agency ("LWDA")
5 and twenty-five percent (25%) of which (\$50,000) shall be paid pro rata based on Pay Periods
6 worked by all non-exempt employees who worked for Defendant in California during the time
7 period from February 12, 2019 through April 8, 2021 ("PAGA Fund," "PAGA Employees,"
8 "Individual PAGA Payments," and "PAGA Period"); (3) the Service Payments in the amount
9 \$10,000 to each Plaintiff; (4) the Class Counsel's attorneys' fees in a sum not to exceed thirty-
10 three percent (33%) of the Total Settlement Amount or \$742,500 to Justice Law Corporation,
11 Cohelan, Khoury & Singer, and Law Offices of Sahag Majarian II; and (5) the Class Counsel's
12 costs in the sum of \$27,307.57. Defendant will pay its share of applicable employer-side payroll
13 taxes on the wage portion of the Settlement payments separately and in addition to the Total
14 Settlement Amount. The submission of a claim form is unnecessary to participate in the
15 Settlement.

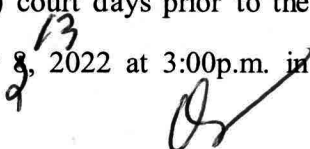
16 The Settlement Fund Account shall be funded within ten business days of the Effective
17 Date. The Effective Date means the date the Agreement is approved as described in the Agreement
18 and the Court's order granting Final Approval and entry of Judgment becomes final and is no
19 longer appealable ("Effective Date"). All funds shall be distributed by the Settlement
20 Administrator within ten (10) days of funding by Defendant.

21 The Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar
22 days to deposit or otherwise cash their settlement checks. As to the funds that remain in the
23 Settlement Fund Account after one hundred eighty (180) days due to Class Participants' and
24 PAGA Employees' failure to deposit or cash their settlement checks, those funds will be sent to
25 the cy pres recipient State Bar Impact Fund.

26 Plaintiffs have explained the risks and costs associated with continuing with the litigation
27 and the benefits conferred upon Class Members in the form of immediate compensation. Plaintiffs
28 have satisfactorily assessed the maximum value of the claims and of the reasonableness of the

1 discount accepted in the settlement considering these risks. Finally, the Declaration of the
2 Settlement Administrator, Elizabeth Kruckenberg, states that the Notice of Class And PAGA
3 Action Settlement ("Settlement Class Notice") and the document that the Class Members are
4 required to mail to the Settlement Administrator to exclude themselves from the non-PAGA
5 portion of the Class and PAGA Settlement ("Opt-Out Form" or "Exclusion Form") (collectively,
6 known as the "Notice Packets") were mailed to one thousand five hundred ninety-eight (1,598)
7 Class Members, and there were no objections to the Settlement and only eighteen (18) accepted
8 requests for exclusion from the Settlement. This is further proof of the fairness of the Settlement
9 Agreement. Finally, the Declaration of Douglas Han and Declaration Jeff Geraci provides
10 sufficient information about Class Counsel's experience in litigating class action lawsuits.

11 The amount of attorney's fees awarded to Class Counsel in the sum of \$742,500 is thirty-
12 three percent (33%) of the common fund created for the benefit of the Class Members and is
13 supported by use of the percentage-fee method. The Court finds that the fee award is reasonable,
14 and it is therefore approved.

15 Consistent with the Court's custom and practice, the Settlement Administrator shall
16 withhold ten percent (10%) of the Class Counsel's attorneys' fees granted in the amount of \$74,250
17 in an interest-bearing account, pending the submission and approval of a final compliance status
18 report after completion of the distribution process. The compliance status report must be filed (with
19 a courtesy copy delivered directly to Department 23) at least five (5) court days prior to the
20 compliance hearing. A compliance hearing will be set for December 8, 2022 at 3:00p.m. in
21 Department 23. 

22 Pursuant to Code of Civil Procedure section 384, the Parties shall submit a compliance
23 status report to the court specifying the total amount paid to Class Members, and the residual of
24 the unclaimed funds that will be paid to the entity identified as the recipient of such funds in the
25 proposed settlement, along with a proposed amended judgment. No later than five (5) days after
26 receipt of notice of the entry of the amended judgment, the Parties shall submit the amended
27 judgment to the Judicial Council, pursuant to Code of Civil Procedure section 384.5 and shall file
28 a proof of service with this court confirming this.

1 The Court has also reviewed the Declaration of Douglas Han and the Declaration of Jeff
2 Geraci regarding the costs expended in the prosecution of this litigation. Under the terms of the
3 settlement, Plaintiffs may seek reimbursement of up to \$40,000 in litigation costs. The Court finds
4 that Plaintiffs have expended collectively \$27,307.57 in litigation costs and that such costs were
5 reasonable. Therefore, the Court approves the payment of the Class Counsel's costs in the amount
6 of \$27,307.57 from the Total Settlement Amount for the reimbursement of Class Counsel's
7 litigation costs.

8 The Court has reviewed the Declaration of Arlene Bandril and Declaration of Maria Reyes,
9 which outlines their involvement in the lawsuit. Given the risks inherent in service as the Class
10 Representatives, the duration of the case and time involved, and the benefits created for the Class,
11 the Court approves a Service Payments in the amount of \$10,000 to each Plaintiff.

12 The Court has reviewed the Declaration of Elizabeth Kruckenberg, the Director of Case
13 Management for Phoenix Class Action Settlement Administrators ("Phoenix"), the Court-
14 approved Settlement Administrator. The Court finds that notice was provided to the Class pursuant
15 to the Preliminary Approval Order, and that notice was sufficient and that it satisfies due process.
16 Phoenix has discharged its duties to provide notice to the Class and approves a payment of
17 Settlement Administrator's Expenses in the amount of \$12,000 for its services in administering
18 this settlement, including mailing settlement awards according to the terms of the Agreement.

19 Upon approval of the terms of the Settlement at the Final Approval Hearing, and upon fully
20 funding of the Settlement, by automatic effect of the Settlement, each Class Participant shall
21 release and discharge Defendant and the other Released Parties from Released Class Claims. The
22 individuals Elsa Baten, Diana Blanco, Olivia Calvani, Wendy Catamco, Julie Garcia, Kevin Icard,
23 Jaspreet Kaur, Angela Lopez-Rodriguez, Yasmin Martinez-Garcia, Shaisal Nand, Simon Nand,
24 Yuliana Noriega, George Pisco, Surendra Sharma, Maria Vasquez-Rio, Su Kyain Wong, Kelly
25 Ahilon-Mendoza, and Cristina Ahilon-Mendoza have been excluded from the Settlement and are
26 not considered Class Participants. They will not release Released Parties from Released Class
27 Claims.

28 ///

1 Moreover, upon approval of the terms of the Settlement at the Final Approval Hearing, and
2 upon fully funding of the Settlement, all PAGA Employees shall release and discharge the
3 Defendant and the other Released Parties from Released PAGA Claims, irrespective of whether
4 that PAGA Employee validly requests exclusion from the settlement of Released Class Claims.
5 An opt-out does not affect the release of PAGA Claims under the Agreement.

6 The Released Parties include Defendant Plastikon Industries each of their respective
7 parents, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any
8 investment bankers, accountants, insurers, attorneys and any past, present, or future officers,
9 directors, and employees), predecessors, successors, and assigns ("Released Parties").

10 Defendant has denied and continues to deny, generally, each and all the claims and
11 contentions alleged by the Class Representatives in this case. Defendant has expressly denied and
12 continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct,
13 statements, acts, or omissions alleged in this case. Nonetheless, Defendant has concluded that
14 further litigation of this case would be protracted and expensive and determined that it is desirable
15 that the case be fully and finally settled in the manner and upon the terms and conditions set forth
16 in the Settlement to limit further expense, inconvenience, and distraction, to dispose of
17 burdensome and protracted litigation, and to permit the operation of Defendant's business without
18 further expensive litigation and the distraction and diversion of its personnel with respect to
19 matters at issue in this case. Defendant has also considered the uncertainty and risks inherent in
20 any litigation, especially in a complex case such as this case. Defendant has, therefore, determined
21 that it is desirable and beneficial to them that this case be settled in the manner and upon the terms
22 and conditions set forth in the Settlement.

23 For the reasons set forth above, the Motion for Final Approval of a Class Action Settlement,
24 Class Counsel's Attorneys' Fees and Costs, and Service Payments is GRANTED. The Settlement
25 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

26 By this Order of Final Approval and Judgment, Plaintiffs shall release, relinquish, and
27 discharge all Released Class Claims and Released PAGA Claims, as defined in the Settlement and
28 incorporated by reference herein. By this Order of Final Approval and Judgment, each of the Class

1 Members who did not opt out of the Settlement shall be deemed to have fully, and forever released,
2 relinquished, and discharged all Released Class Claims against the Released Parties as defined in
3 the Settlement and incorporated by reference herein.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
5 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769,
6 THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
7 ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY
8 OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO
9 ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT
10 THEREON.

11 IT IS SO ORDERED.

12
13 DATED: 1/25/22



HONORABLE BRAD SELIGMAN
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is mking@justicelawcorp.com.

On January 28, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Bandril v. Plastikon Industries**
LWDA/Court Case No.: **LWDA-CM-772096-20**
Court Case No. RG19038227
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

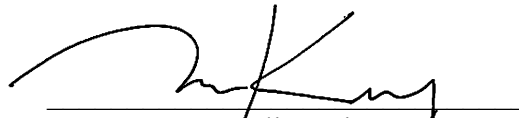
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on January 28, 2022, at Pasadena, California.



Madeline King