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FILED
ALAMEDA COUNTY

FEB 10 2022

CLERK OF THE SUPERIOR COURT
By Deputy

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and on behalf of all others similarly situated

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

APOLINAR ROMERO, individually
and on behalf of other individuals
similarly situated,

Plaintiff,

v.

ORORA PACKAGING SOLUTIONS
d/b/a MPP UNION CITY DIV. 6062, a
California corporation and DOES 1-100
inclusive,

Defendant.

CASE NO. RG20056838

*[Assigned for all Purposes Hon. Judge Frank
Roesch Dept. 17]*

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; AND ENTRY OF FINAL
JUDGMENT THEREON**

Date: February 10, 2022

Time: 3:30 p.m.

Dept.: 17

Reservation No. A-20056838-001

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class and Representative Action Settlement Agreement and Release of Claims (the
3 “Settlement Agreement” and/or the “Settlement”) came for hearing on February 10, 2022, in
4 Department 17 of the above-entitled court. The Final Approval Motion was unopposed by Orora
5 Packaging Solutions (“Defendant”).

6 Having considered the Final Approval Motion, the Settlement Agreement, declarations in
7 support thereof, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Settlement Class, and the Court having
11 considered the Settlement Agreement, all papers filed, and proceedings had herein and all oral
12 and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order for Preliminary Approval of Class Action Settlement, constituted the best notice practicable
21 under the circumstances to all Settlement Class Members and fully met the requirements of
22 California law and due process under the California and United States Constitution. Based on
23 evidence and other material submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf of
26 the Settlement Class Members included claims for unpaid wages (including failure to pay full,
27 regular, and overtime wages and minimum wages), meal and rest break violations, failure to
28 timely pay final wages, failure to provide accurate itemized wage statements, unfair and unlawful

business practices, and PAGA penalties based on the foregoing Labor Code violations.

5. All Settlement Class Members who did not opt-out of the Settlement are entitled to payment pursuant to the Settlement and this Judgment.

6. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

7. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. For purposes of effectuating this Order and Judgment (including the Released Claims of Participating Class Members), this Court has certified the following class: "all persons who worked as non-exempt employees of Defendant who worked at the Manufacturing Packaging Products ("MPP") facility in Union City, California from March 3, 2016 through June 6, 2021." The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a). All Settlement Class Members who opted-out are excluded from any and all terms and obligations, including the release(s) of the Settlement.

9. With respect to the Participating Class Members and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law or fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsels of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiffs in their respective individual and representative capacities and for the Participating Class Members.

10. By this Judgment, the Class Representatives shall release, relinquish, and

1 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
2 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
3 Released Claims, as defined in the Settlement Agreement.

4 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
5 any act performed or document executed pursuant to or in furtherance of the Settlement
6 Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class
7 Representatives or Participating Class Members as an admission of, or evidence of, the validity
8 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
9 Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used
10 by, the Class Representatives or Participating Class Members as an admission of, or evidence of,
11 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
12 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
13 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
14 this Action in any other action that may be brought against it or them in order to support a defense
15 or counterclaim based on principles of res judicata, collateral estoppel, release, good faith
16 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
17 similar defense or counterclaim.

18 12. The "Settlement Amount" to be paid under the Settlement Agreement is \$245,000.
19 From this amount, Class Counsel collectively sought: an award of Attorneys' Fees of \$81,666.67;
20 Costs in the amount of \$11,842.27; Class Representatives Enhancement Payment for the Class
21 Representatives Apolinar Romero of \$5,000; \$9,500 to the Settlement Administrator, ILYM
22 Group, Inc.; and, \$7,500 to the LWDA for PAGA Penalties. Defendant does not oppose these
23 requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
24 awards the payments as set forth above from the Settlement Amount. After deducting the
25 foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement
26 Amount payable to the Participating Class Members as set forth in the Settlement Agreement and
27 as calculated by the Settlement Administrator.

28 13. The Court orders that 10% of the awarded Attorneys' Fees be kept in the

1 Settlement Administrator's trust fund until the completion of the distribution process and Court
2 approval of a final accounting.

3 14. The Settlement Administrator is directed to calculate each Participating Class
4 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
5 payments in accordance with the Settlement Agreement.

6 15. Concurrently with mailing the settlement checks to the Participating Class
7 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
8 Participating Class Members either on a postcard or as a detachable portion of the check for the
9 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
10 Court of California for the County of Alameda entered Judgment in the case entitled Romero vs.
11 Orora Packaging Solutions, Case No. RG20056838, on behalf of all Participating Class Members
12 employed by Defendant at any time during the Class Period of March 3, 2016 through June 6,
13 2021."

14 16. Participating Class Members shall have 180 days from the date of issuance by the
15 Settlement Administrator to present the Settlement check for payment to a financial institution.
16 In the event that a Participating Class Member does not present his/her Settlement check for
17 payment within this time period, the uncashed check will be cancelled. The sum value of all
18 expired checks will be tallied by the Settlement Administrator. All such uncollected funds will
19 escheat to the State of California's Controller, to be held in the name of each expired check payee,
20 pursuant to applicable unclaimed property laws.

21 17. This document shall constitute a Judgment for purposes of California Rule of
22 Court 3.769(h).

23 18. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
24 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
25 the implementation, enforcement, construction, administration, and interpretation of the
26 Settlement Agreement and this Judgment.

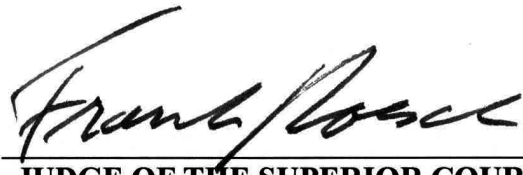
27 19. Pursuant to Code Civ. Proc. §384, no later than November 10, 2022, the parties
28 shall submit a report to the court specifying the total amount paid to class members, and the

1 residual of unclaimed funds that will be paid to the entity(ies) identified as recipients of such
2 funds in the proposed settlement, along with a proposed amended judgment. No later than 5 days
3 after receipt of notice of the entry of the amended judgment, the parties shall submit the amended
4 judgment to the Judicial Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of
5 service with this court confirming this.

6 20. A final accounting a hearing regarding the distribution of the funds shall be held
7 on November 17, 2022, at ^{3:30}~~3:00~~ p.m. in Department 17 of the above-entitled Court.

8 **IT IS SO ORDERED.**

9
10 DATED: 2/10/2022



JUDGE OF THE SUPERIOR COURT
HON. FRANK ROESCH