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

JASON ADAMS, RAUL ALVARADO, EMMA  
SARWAR, SERGIO RODRIGUEZ, and  
SHENITA TATUM, as private attorneys general  
and as an individual and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

SCHOLLE IPN PACKAGING, INC., a Nevada  
corporation; SCHOLLE PACKAGING, INC., a  
Nevada corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 20CV-02350

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FINAL JUDGMENT**

Date: May 8, 2025  
Time: 8:15 a.m.  
Department: 8

Complaint Filed: August 17, 2020  
FAC Filed: August 30, 2024

FILED  
MERCED COUNTY  
2025 MAY -9 AM 11:48  
CLERK OF THE SUPERIOR COURT  
BY  DEPUTY

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1 On April 16, 2025, Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez,  
2 and Shenita Tatum filed a motion for an Order Granting Final Approval of Class Action Settlement, and  
3 on May 8, 2025, a hearing was held on this matter.

4 The Court has considered the papers and evidence, including the Joint Stipulation of Class  
5 Action and PAGA Settlement (the "Agreement"), the arguments of counsel, and all other matters  
6 presented to the Court regarding final approval of the settlement, approval of requested allocations from  
7 the settlement fund, and entry of final judgment.

8 **I. Recital**

9 On a classwide basis and as proxies for the State of California pursuant to the Labor Code  
10 Private Attorneys General Act of 2004 ("PAGA"), Plaintiffs Jason Adams, Raul Alvarado, Emma  
11 Sarwar, Sergio Rodriguez, and Shenita Tatum sued Defendants Scholle Packaging, Inc. and Scholle IPN  
12 Packaging, Inc. (now known as SIG Packaging LLC) for (1) unpaid minimum wages and overtime; (2)  
13 failure to provide meal and rest periods; (3) unpaid sick pay wages; (4) failure to timely pay wages; (5)  
14 failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses.

15 Defendants deny the allegations.

16 **A. Class Members**

17 The Class is defined to include all current or former hourly-paid non-exempt employees who  
18 worked for SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. in the State of  
19 California at any time from October 24, 2015, through September 28, 2024. There are 671 individuals  
20 that comprise the Settlement Class.<sup>1</sup>

21 **B. Operation of the Settlement**

22 Pursuant to the Court's January 9, 2025 Preliminary Approval Order, the Court conditionally  
23 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order  
24 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval  
25 Order after review and consideration of all of the pleadings filed. In compliance with the Preliminary  
26  
27

28 <sup>1</sup> There also are 556 PAGA Employees.

1 Approval Order, the Notice of Class Action Settlement ("Class Notice") was sent to all Class Members  
2 via first class mail. The notice process was timely completed.

## 3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-  
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment  
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that  
7 Plaintiffs have satisfied the standards for final approval of a class action settlement under California law.  
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal  
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),  
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions  
12 affecting only individual members, and that a class action is superior to the available methods for  
the fair and efficient adjudication of the controversy ... .

13 FED. R. CIV. PROC. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

## 15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the  
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class  
20 Representatives, Settlement Class Members, and Defendants.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the  
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice  
23 practicable under the circumstances to all Class Members, and fully met the requirements of California  
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the  
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. Except as modified by  
27 this Order, the Parties are directed to perform in accordance with the terms set forth in the Agreement.  
28

1           5.       Except as otherwise provided in the Agreement, the Parties are to bear their own costs  
2 and attorneys' fees.

3           6.       The Court hereby certifies the following Class of all current or former hourly-paid non-  
4 exempt employees who worked for SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle  
5 Packaging, Inc. in the State of California at any time from October 24, 2015, through September 28,  
6 2024.

7           7.       With respect to the Class and for purposes of approving the settlement only and for no  
8 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so  
9 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to  
10 the Class, and there is a well-defined community of interest among members of the Class with respect to  
11 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are  
12 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately  
13 protected the interests of the members of the Class; (e) a class action is superior to other available  
14 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class  
15 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and  
16 representative capacities and for the Class.

17           8.       Within 60 days of this Order, Defendants shall deposit the Gross Settlement Amount of  
18 \$1,957,410.00 with the Administrator.

19           9.       From the Gross Settlement Amount, the Administrator shall pay:

- 20           • to Class Counsel attorneys' fees in the amount of \$652,470.00 and reimbursement of  
21 costs in the amount of \$21,069.19;
- 22           • to Class Representatives for their unique services to the Class, and as consideration  
23 for the execution of general releases apart from pending claims, the amount of  
24 \$10,000.00 each;
- 25           • to the California Labor and Workforce Development Agency the amount of  
26 \$90,000.00 for its 75% share of PAGA Penalties;
- 27
- 28

- to PAGA Employees the amount of \$30,000.00 for their 25% share of PAGA Penalties, which shall be distributed by the Administrator pro rata based on the number of relevant pay periods worked by each PAGA Employees; and
- to Phoenix Settlement Administrators the amount of \$10,500.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court approves the Individual Settlement Payments, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing the funds from any uncashed settlement checks to the California Controller's Office Unclaimed Property Division in the name of the recipient.

13. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases provided in the Agreement.

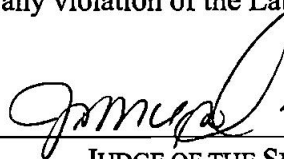
#### IV. Judgment

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing this Judgment.

Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

**IT IS SO ORDERED AND ADJUDGED.**

DATED: 5/8, 2025



JUDGE OF THE SUPERIOR COURT