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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 APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 9, 2025
Time: 8:15 a.m.
Department: 8

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

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1 Plaintiffs’ motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on December 12, 2024, and a hearing was held before this Court on January 9,
3 2025.

4 **I. RECITALS**

5 1. On August 17, 2020, Plaintiff Adams initiated this class action. In the operative First
6 Amended Complaint, Plaintiff Adams, along with Plaintiffs Alvarado, Sarwar, Rodriguez, and Tatum,
7 alleges class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims for (1)
8 unpaid minimum wages and overtime; (2) failure to provide meal and rest periods; (3) unpaid sick pay
9 wages; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6)
10 failure to reimburse business expenses.

11 2. On June 10, 2024, the Parties were able to agree to settlement terms memorialized in the
12 Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”).

13 **II. FINDINGS**

14 3. The Court conditionally certifies the following Class: all current or former hourly-paid
15 non-exempt employees who worked for SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle
16 Packaging, Inc. in the State of California at any time from October 24, 2015, through September 28,
17 2024.

18 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
19 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
20 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
21 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
22 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
23 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
24 also appears that investigation, research, and proceedings have been conducted so that counsel for the
25 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
26 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
27 would be presented by the further prosecution of the action. It also appears that settlement has been
28 reached as a result of intensive, serious, and non-collusive arm’s-length negotiations.

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
5 Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
6 reasonable to the Class.

7 6. The Court appoints and designates: (a) Plaintiffs Jason Adams, Raul Alvarado, Emma
8 Sarwar, Sergio Rodriguez, and Shenita Tatum as Class Representatives, and (b) Larry W. Lee and
9 Simon L. Yang of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; Edwin
10 Aiwarzian of Lawyers for Justice, P.C.; Graham B. LippSmith, MaryBeth LippSmith, Celene Chan
11 Andrews, and Jaclyn L. Anderson of LippSmith LLP as Class Counsel for the Class. Class Counsel is
12 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be
13 given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement
14 and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class
15 Member’s own expense. Any Class Member who does not appear on his or her own behalf will be
16 represented by Class Counsel.

17 7. A final fairness hearing on the question of whether the proposed Agreement, the
18 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
19 Labor Workforce & Development Agency, and the Class Representative Awards should be finally
20 approved as fair, reasonable, and adequate as to the members of the Class is set for _____,
21 2025, at 8:15 a.m. in this Court.

22 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
23 (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
24 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
25 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
26 parties entitled thereto.

1 9. The Court appoints and designates Phoenix Settlement Administrators as the
2 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
3 Members using the procedures set forth in the Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
6 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
7 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
8 signed by each such Class Member opting out and must otherwise comply with the requirements
9 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
10 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
11 Judgment.

12 11. Any Class Member may object to the Agreement or express his or her views regarding
13 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
14 issues to be heard and determined by the Court as provided in the Class Notice.

15 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
16 sixteen (16) court days before the final fairness hearing.

17 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
18 and all dates provided for in the Agreement without further notice to the Class. The Court retains
19 jurisdiction to consider all further applications arising out of or connected with the Agreement.

20 14. Should for whatever reason final approval is not granted, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
22 of whether a class should be certified in a non-settlement context.

23 **IT IS SO ORDERED.**

24 DATED: _____, 2025

THE HONORABLE BRIAN L. MCCABE