

BRADLEY/GROMBACHER, LLP
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
sahagii@aol.com

Attorneys for Plaintiff and the Proposed Class

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

GABRIEL GUIJOSA INFANTE, an
individual, on his own behalf and on
behalf of all others similarly situated,

Plaintiff,

v.

ALTIUM PACKAGING, LP, a Delaware
limited partnership; CONSOLIDATED
CONTAINER COMPANY, LP, a
Delaware limited partnership; and DOES
1-100, inclusive,

Defendants.

CASE NO. RIC2003115

Assigned to Hon. Sunshine Sykes, Dept. 6

**SECOND REVISED ~~[PROPOSED]~~ ORDER
AND JUDGMENT UPON APPROVAL OF
PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 03 2021

S. Salazar

1 Plaintiff Gabriel Guijosa Infante ("Plaintiff") filed a Motion for Approval of Private
2 Attorney General Act (PAGA) Settlement that was heard on November 30, 2021. Appearing
3 at this hearing were Kiley Grombacher of Bradley/Grombacher, LLP on behalf of Plaintiff and
4 Jeffrey Fuchsman of Ballard Rosenberg Golper & Savitt LLP for Altium Packaging, LP and
5 Consolidated Container Company, LP ("Defendants"). The Court has reviewed the materials
6 and information submitted by the parties and finds and orders as follows:

7 1. Plaintiff on behalf of himself and as a representative of the State of California on
8 behalf of other aggrieved employees, and Defendants have agreed to a Settlement of the above-
9 captioned action.

10 2. The Settlement Agreement was executed by Plaintiff, Plaintiff's counsel,
11 Defendants, and Defendants' counsel. The Court finds that the Settlement is entitled to judicial
12 approval, and meets all of the requirements for approval of a settlement under the Labor Code
13 Private Attorneys General Act (PAGA), including that the Parties complied with Labor Code §
14 2699(1)(2) by submitting a copy of the Settlement Agreement to the California LWDA.

15 3. Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the settlement and
16 finds the Settlement of PAGA claims described therein to be fair, adequate and reasonable. The
17 Court also finds that the LWDA has not objected to the terms of the Settlement.

18 4. Upon the approval by the Court of this Agreement, and except as to such rights
19 or claims as may be created by this Agreement, the LWDA and Plaintiff fully releases and
20 discharges Defendant, and all of its officers, directors, employees and agents (collectively
21 "Released Parties"), from and all claims for civil penalties under PAGA that were or could
22 have been asserted based on the facts alleged in the Action, including but not limited to
23 Defendant's alleged: (1) failure to pay Plaintiff and Aggrieved Employees all wages, minimum
24 wages and overtime; (2) failure to timely pay Plaintiff and Aggrieved Employees during
25 employment and at termination; (3) failure to provide Plaintiff and Aggrieved Employees with
26 compliant meal and rest periods; (4) failure to issue accurate wage statements to Plaintiff and
27 Aggrieved Employees; (5) failure to maintain proper indoor heat standards; and (6) alleged
28 violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5,

1 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699, 2802, 6720 ("Released Claims").

2 ~~It is the intention of the Parties that this Settlement, when approved by the Court, will bar the~~

3 ~~Released Claims of Aggrieved Employees under PAGA pursuant to the doctrine of res~~

4 ~~judicata. (See, e.g., Robinson v. Southern Counties Oil Co. (2020) 53 Cal.App5th, 476.) The~~

5 Settlement does not release any Aggrieved Employee's claim for wages or damages.

6 5. The Court appoints Phoenix Settlement Administrators as the settlement
7 administration in this action.

8 6. The Court also finds that the requested attorneys' fees in the amount of
9 \$29,166.67; reimbursement of litigation costs in the amount of \$7,460.87, and costs of
10 administration in the amount of \$4,000 are reasonable and hereby are approved.

11 7. Plaintiff's Complaint is dismissed with prejudice. Pursuant to Code of Civil
12 Procedure section 664.6, the Court shall retain continuing jurisdiction over the Parties to this
13 action to ensure effectuation of the Settlement in accordance with the terms of the Settlement
14 and this Order and Judgment.

15 8. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of
16 entry of this Order.

17 9. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered
18 through the filing of this Order and Judgment,

19

20 **IT IS SO ORDERED.**

21
22 DATED: 11/30/2021



HON. SUNSHINE SYKES
JUDGE OF THE SUPERIOR COURT

23

24

25

26

27

28