

Larry W. Lee (State Bar No. 228175)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

CARL HANEY, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PENINSULA PACKAGING, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU285695

[Assigned for all purposes to the Hon. Bret
D. Hillman, Dept. 7]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: December 6, 2022

Time: 8:30 A.M.

Dept.: 7

Complaint Filed: January 25, 2021

FAC Filed: January 6, 2022

Trial Date: None Set

1 Plaintiff Carl Haney (“Plaintiff”) and Defendant Peninsula Packaging, LLC
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Amended Stipulation
3 of Settlement (“Stipulation” or “Settlement Agreement”) to settle the above-captioned class
4 action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for
8 hearing on December 6, 2022.

9 **I. BACKGROUND**

10 On January 25, 2021, Plaintiff initiated this action in the Tulare County Superior Court,
11 alleging the following causes of action: (1) violation of Labor Code §§ 201-203, (2) violation
12 of Labor Code § 226.7, (3) violation of Labor Code § 226(a), (4) violation of Business &
13 Professions Code § 17200, *et seq.*, and (5) violation of Labor Code § 2698, *et seq.*, the Private
14 Attorneys General Act (“PAGA”).

15 Plaintiff subsequently filed a First Amended Complaint on January 6, 2022, alleging
16 causes of action for (1) violation of Labor Code §§ 201-203, (2) violation of Labor Code §
17 226(a), and (3) violation of Labor Code § 2698, *et seq.*

18 **A. Class Members**

19 The “Settlement Class” or “Class Members” are comprised of all non-exempt
20 employees of Defendant in the state of California who were allegedly underpaid sick pay while
21 working on Shifts B or C, and whose employment ended (either voluntarily or involuntarily) at any
22 time from January 25, 2018 to October 27, 2021 (the “Class Period”).

23 **B. Operation of the Settlement**

24 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
25 Settlement Class and granted preliminary approval of the Settlement. The Preliminary
26 Approval Order also approved of the proposed form of class notice and notice plan. The Court
27 entered the Preliminary Approval Order after review and consideration of the pleadings filed in
28 connection herewith, and the oral presentations made by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement
2 (“Class Notice”) was sent to all Class Members via U.S. first class mail. The notice
3 dissemination process was timely completed.

4 This Court finds that the Settlement appears to be the product of serious, informed,
5 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
6 preferential treatment to any individuals. The Court finds that the Settlement was entered into
7 in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds
8 that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the
9 standards for final approval of a class action settlement under California law. Under the
10 provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure
11 23, as approved for use by the California state court in *Vasquez v. Superior Court* (1971) 4
12 Cal.3d 800, 821, the trial court has discretion to certify a class where:

13 [Q]uestions of law or fact common to the members of the class
14 predominate over any questions affecting only individual members,
15 and that a class action is superior to the available methods for the
fair and efficient adjudication of the controversy....Fed. R. Civ.
Proc. 23.

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

17 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
18 AS FOLLOWS:

19 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
20 Settlement Agreement filed in this case.

21 2. The Court has jurisdiction over the subject matter of the litigation, the Class
22 Representative, the other Settlement Class Members, and Defendant.

23 3. The Court finds that the dissemination of the Class Notice disseminated to the
24 Class Members, constituted the best notice practicable under the circumstances to all
25 individuals within the definition of the Class, and fully met the requirements of California law
26 and due process under the United States Constitution. No objections were received by the
27 Parties or the Court through the date of this Order. The Court finds that no Class Member
28 submitted a request for exclusion from the Settlement as determined by the Settlement

1 Administrator.

2 4. The Court approves the settlement of the above-captioned action, as set forth in
3 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
4 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
5 Agreement.

6 5. Except as otherwise provided in the Settlement Agreement and in this Order, the
7 Settling Parties are to bear their own costs and attorneys' fees.

8 6. The Court hereby certifies the following Settlement Class for settlement
9 purposes only: All non-exempt employees of Defendant in the state of California who were
10 allegedly underpaid sick pay while working on Shifts B or C, and whose employment ended
11 (either voluntarily or involuntarily) at any time from January 25, 2018 to October 27, 2021.

12 7. With respect to the Settlement Class and for purposes of approving the
13 Settlement only and for no other purpose, this Court finds and concludes that: (a) the members
14 of the Settlement Class are ascertainable and so numerous that joinder of all members is
15 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
16 is a well-defined community of interest among Members of the Settlement Class with respect
17 to the subject matter of the claims in the Litigation; (c) the claims of Class Representative are
18 typical of the claims of the members of the Settlement Class; (d) the Class Representative has
19 fairly and adequately protected the interests of the members of the Settlement Class; (e) a class
20 action is superior to other available methods for an efficient adjudication of this controversy;
21 and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to
22 serve as counsel for the Plaintiff in her individual and representative capacity and for the
23 Settlement Class.

24 8. Defendant shall fund \$650,000.00 of the total Maximum Settlement Amount
25 pursuant to the terms of the Settlement Agreement.

26 9. The Court approves the individual settlement payment amounts, which shall be
27 distributed pursuant to the terms of the Settlement Agreement.

28 10. The \$650,000.00 Maximum Settlement Amount shall be used to pay (a) Class

1 Counsel attorneys' fees in the amount of \$201,500.00 and reimbursement of costs in the
2 amount of \$11,496.75; (b) a service award to the Class Representative Carl Haney to
3 reimburse him for his unique services in the following amount: \$10,000.00; (c) the sum of
4 \$48,000.00 to be paid to the California Labor & Workforce Development Agency ("LWDA")
5 for PAGA Penalties; and (d) \$6,500.00 to the administrator Phoenix Settlement Administrators
6 (the "Settlement Administrator") for its fees and costs relating to the settlement administration
7 process. The Court finds that these amounts are fair and reasonable. Defendant is directed to
8 make such payments in accordance with the terms of the Settlement Agreement. The
9 allocation and distribution of these amounts shall be performed by Settlement Administrator.

10 11. Funds from Settlement Class Members' uncashed checks (upon the expiration
11 date) shall be distributed to the *cy pres* recipient, Legal Aid At Work.

12 12. As of the date of this Order, all Settlement Class Members are hereby deemed to
13 have waived and released the Released Claims and are forever barred and enjoined from
14 prosecuting the Released Claims against the Released Party as fully set forth in the Settlement
15 Agreement. The Settlement Agreement is not an admission of liability or wrongdoing by
16 Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
17 fault, omission, or wrongdoing by Defendant.

18 13. The Court hereby enters final judgment in this case in accordance with the terms
19 of the Settlement Agreement, Preliminary Approval Order, and this Order. Without affecting
20 the finality of the Settlement or Judgment entered, this Court shall retain exclusive and
21 continuing jurisdiction over the action and the Parties, including all Settlement Class Members,
22 for purposes of enforcing and interpreting this Order and the Settlement.

23 IT IS SO ORDERED AND ADJUDGED.

24
25 DATED: _____

HON. BRET D. HILLMAN
SUPERIOR COURT OF CALIFORNIA