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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TONY NUNEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

GABRIEL CONTAINER, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV09787

CLASS ACTION

[Assigned to: Hon. Lawrence P. Riff, Dept. 7]

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

FINAL APPROVAL HEARING

Date: November 2, 2023

Time: 10:00 a.m.

Dept: 7

1 On June 27, 2023, this Court issued an Order Granting Preliminary Approval of Class
2 and PAGA representative Action Settlement. Plaintiff Tony Nunez (“Plaintiff”) now seeks an
3 order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice (“Settlement”), attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s
5 Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class and PAGA representative Action Settlement, the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in this action, and
11 good cause appearing therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Gabriel Container (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the Settlement Agreement between Plaintiff and Defendant, attached to the Declaration
21 of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class and PAGA
22 Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 and the Released Parties from all Released Claims as defined and outlined in the Settlement.

1 6. Plaintiff, the State of California, and all PAGA Group Members shall have, by
2 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
3 discharged Defendant and the Released Parties from all Released PAGA Claims as defined and
4 outlined in the Settlement.

5 7. Upon Defendant's full funding of the Settlement Amount, all members of the
6 Settlement Class, except those that made a valid and timely request to be excluded from the
7 Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any
8 forum or otherwise make a claim against any of the Released Parties for any of the Released Claims
9 arising during the Settlement Period.

10 8. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 9. Solely for purposes of effectuating the settlement, the Court finally certified the
13 following Class: "all individuals employed by Defendant in California and classified as an
14 hourly-paid or non-exempt employee during the Class Period."

15 10. The Class Period means the period from September 15, 2016 through June 27,
16 2023.

17 11. The PAGA Period means the period from September 15, 2019 through June 27,
18 2023.

19 12. No Class Members have objected to the terms of the Settlement.

20 13. No Class Members have requested exclusion from the Settlement.

21 14. The Notice provided to the Class conforms with the requirements of California
22 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
23 by providing individual notice to all Class Members who could be identified through reasonable
24 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
25 therein to the Class Members. The Notice fully satisfies the requirements of due process.

26 15. The Court finds the Maximum Settlement Amount, the Net Settlement Amount, and
27 the methodology used to calculate and pay each Participating Class Member's Individual
28 Settlement Payments are fair and reasonable and authorizes the Settlement Administrator to pay

1 the Individual Settlement Payments to the Participating Class Members in accordance with the
2 terms of the Settlement.

3 16. Defendant shall pay a total of \$390,000.00, plus all employer-side taxes, as defined
4 in the Settlement to resolve this litigation.

5 17. From the Gross Settlement Amount, \$18,750.00 shall be paid to the California
6 Labor and Workforce Development Agency, representing 75% of the penalties awarded under the
7 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of
8 2004, California Labor Code section 2698, *et seq.*

9 18. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for his
10 services as class representatives and for his agreement to release claims.

11 19. From the Gross Settlement Amount, \$7,500.00 shall be paid to the Settlement
12 Administrator, Phoenix Settlement Administrators.

13 20. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
14 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

15 21. From the Gross Settlement Amount, Class Counsel is awarded \$130,000.00 for their
16 reasonable attorneys' fees and \$17,274.10 for their reasonable costs incurred in the Action. The
17 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
18 that the fees are reasonable in light of the benefit provided to the Class.

19 22. Notice of entry of this Final Approval Order and Judgment shall be given to Class
20 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix Settlement
21 Administrators' website for a period of at least sixty (60) calendar days after the date of entry of
22 this Final Approval Order and Judgment.

23 23. Without affecting the finality of this Order in any way, this Court retains continuing
24 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
25 respect to all Parties to this action, and their counsel of record.

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27 ///

28 ///

1 24. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is
2 hereby granted and the Court directs that judgment shall be entered in accordance with the terms
3 of this Order.

4 **IT IS SO ORDERED.**

5
6 DATE:

Hon. Lawrence P. Riff
Los Angeles County Superior Court

PROOF OF SERVICE

Nunez v. Gabriel Container, et al.
21STCV09787

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On October 11, 2023, I served the **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Michael J. O'Connor, Jr. (SBN 202734)

michael.oconnor@aalrr.com

Sarkis A. Atoyan (SBN 309618)

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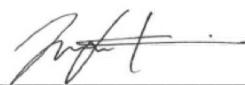
Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 11, 2023, at Los Angeles, California.



Min Jee Kim