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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 JACOB SCHUMACHER, GENARO
12 VERGARA, and DONALD GIBSON,
13 individually, and on behalf of other
members of the general public similarly
situated;

14 Plaintiffs,

15 vs.

16 GEORGIA-PACIFIC CORRUGATED
17 LLC, a Delaware Company; and
18 DOES 1 through 100, inclusive,

19 Defendants.
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Case No. CV 19-8632-DMG (AFMx)

**ORDER GRANTING
PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT [60]**

1 WHEREAS Plaintiffs Jacob Schumacher, Genaro Vergara, and Donald
 2 Gibson (“Plaintiffs” or “Class Representatives”) and Defendant Georgia-Pacific
 3 Corrugated LLC (“Defendant”) (collectively, known as the “Parties”) entered a
 4 Joint Stipulation of Class Action and PAGA Settlement (“Settlement”) to settle
 5 this case; and

6 WHEREAS the Court entered an Order dated December 8, 2021,
 7 preliminarily approving the Settlement pursuant to Federal Rule of Civil
 8 Procedure 23(e) [Doc. # 56] and ordering notice be sent to Class Members,
 9 scheduling a Final Approval and Fairness Hearing for April 8, 2022, and
 10 providing Class Members with an opportunity either to participate in the
 11 Settlement, exclude themselves from the Class, or object to the proposed
 12 Settlement; and

13 WHEREAS the Court held a Final Approval and Fairness Hearing on April
 14 8, 2022, to determine whether to give final approval to the proposed Settlement;
 15 and

16 WHEREAS the Court makes the following findings of fact and conclusions
 17 of law in support of approval of the proposed Settlement.

18 NOW, THEREFORE, based on the submissions of the Parties, upon
 19 reviewing all prior proceedings, and for the reasons stated at the Final Approval
 20 and Fairness Hearing, IT IS HEREBY ORDERED as follows:

21 1. **Incorporation of Other Documents.** This Final Order incorporates
 22 herein the Settlement. Unless otherwise provided herein, all capitalized terms in
 23 this Final Order shall have the same meaning as set forth in the Settlement.

24 2. **Jurisdiction.** Because adequate notice has been disseminated and all
 25 Class Members have been given the opportunity to opt out of this case, the Court
 26 has personal jurisdiction with respect to the claims of all Class Members. The
 27 Court has subject-matter jurisdiction over this case, including jurisdiction to
 28 approve the proposed Settlement, grant final certification of the Class, and

1 dismiss this case.

2 3. **Adequacy of Representation.** Justice Law Corporation and the Class
3 Representatives have fully and adequately represented the Class for purposes of
4 entering and implementing the Settlement.

5 4. **Notice Packet.** The Court finds that the Notice of Class and
6 Representative Action Settlement (“Class Notice”) and the Election Not to
7 Participate In (“Opt Out” From) Class Action Settlement (“Exclusion Form”)
8 (together, the “Notice Packet”) and its distribution to Class Members, along with
9 the follow-up measures set forth in the Settlement, have been implemented
10 pursuant to the Settlement and this Court’s order granting preliminary approval
11 and that they:

12 a. constitute the best practicable notice to Class Members under
13 the circumstances of this case;

14 b. constitute notice that was reasonably calculated, under the
15 circumstances, to apprise Class Members of: (i) the pendency of this case; (ii)
16 the terms and conditions of the Settlement, their rights under the Settlement, and
17 instructions on how to submit, and the timetable for submission of, disputes; (iii)
18 their right to exclude themselves from the Class and the proposed Settlement; (iv)
19 their right to object to any aspect of the proposed Settlement (including the
20 fairness, reasonableness, and adequacy of the proposed Settlement, the Attorney
21 Fee Award, the Cost Award, and the Class Representative Enhancement
22 Payments); (v) their right to appear at the Final Approval and Fairness Hearing,
23 either on their own behalf or through counsel hired at their own expense, if they
24 did not exclude themselves from the Class; and (vi) the binding effect of the
25 Orders and Judgment in this case, whether favorable or unfavorable, on all
26 persons who do not request exclusion from the Class;

27 c. constitute notice that was reasonable, adequate, and sufficient
28 notice to all persons entitled to be provided with notice; and

1 d. constitute notice that fully satisfied the requirements of Federal
2 Rule of Civil Procedure 23(e) and due process.

3 5. **Final Settlement Approval.** The terms and provisions of the
4 Settlement have been entered into in good faith and are the product of arm's-
5 length negotiations by experienced counsel who have done a meaningful
6 investigation of the claims in the dispute. The Settlement and all its terms are
7 fully and finally approved as fair, reasonable, and adequate, and in the best
8 interests of the Class Members. The Parties are directed to implement and
9 consummate the Settlement according to its terms and provisions.

10 6. **Binding Effect.** The terms of the Settlement, this Final Order, and the
11 accompanying Final Judgment are binding on Plaintiffs and all Class Members,
12 as well as their heirs, executors and administrators, successors, and assigns, and
13 those terms shall have *res judicata* and other preclusive effect in all pending and
14 future claims, lawsuits or other proceedings maintained by or on behalf of any
15 such persons, to the extent those claims, lawsuits or other proceedings involve
16 matters that were or could have been raised in this case and are encompassed by
17 the release of Released Claims set forth in the Settlement.

18 7. **Releases.** As of the Effective Final Settlement Date and upon fully
19 funding the Settlement, all Class Members, will be bound by a release of all
20 claims and causes of action falling under the definition of Released Claims for
21 the time frame from September 5, 2015, to May 7, 2021. Class Members agree
22 not to sue or otherwise make a claim against any of the Released Parties for any
23 of the Released Claims. The scope of this release covers all the Released Claims
24 irrespective of the possibility that Class Members may discover new facts, legal
25 theories or legal arguments not alleged in the operative complaints.

26 8. The Court expressly adopts all defined terms in the Settlement and the
27 release of Released Claims, including, but not limited to, the following
28 definitions:

1 a. **Released Claims.** All causes of action and factual or legal
2 theories that were alleged in the operative complaints or reasonably could have
3 been alleged based on the facts and legal theories contained in the operative
4 complaints for the Class Period, including all of the following claims for relief:
5 (i) failure to pay or properly calculate all wages owed, including straight time
6 wages, overtime wages, double-time wages, or any other wages; (ii) failure to
7 provide complete, accurate or properly formatted wage statements; (iii) failure to
8 provide proper meal periods or premium pay in lieu thereof; (iv) failure to
9 provide proper rest periods or premium pay in lieu thereof; (v) unlawful
10 collection or receipt of wages already paid; (vi) waiting time penalties that could
11 have been premised on the claims, causes of action or legal theories of relief
12 described above or any of the claims, causes of action or legal theories of relief
13 pleaded in the operative complaints; (vii) failure to timely pay wages that could
14 have been premised on the claims, causes of action or legal theories of relief
15 described above or any claims, causes of action or legal theories of relief pleaded
16 in the operative complaints; (viii) failure to maintain payroll records; (ix) failure
17 to reimburse for business expenses; (x) unfair business practices that could have
18 been premised on the claims, causes of action or legal theories of relief described
19 above or any of the claims, causes of action or legal theories of relief pleaded in
20 the Complaint; (xi) all claims under the Labor Code Private Attorneys General
21 Act of 2004 (“PAGA”) that could have been premised on the claims, causes of
22 action or legal theories described above or any of the claims, causes of action or
23 legal theories of relief pleaded in the operative complaints; (xii) any other claims
24 or penalties under the wage and hour laws pleaded in this case; and (xiii) all
25 damages, penalties, interest and other amounts recoverable under said claims,
26 causes of action or legal theories of relief pleaded in the operative complaints.
27 The definition of Released Claims covers all the claims described above. The
28 Released Parties shall be entitled to a release of the Released Claims which

1 occurred during the Class Period only during such time that the Class Member
 2 was classified as non-exempt and/or hourly. The Released Claims expressly
 3 exclude all other claims, including claims for vested benefits, wrongful
 4 termination, unemployment insurance, disability, social security, workers'
 5 compensation, and claims while classified as exempt and claims outside of the
 6 Class Period.

7 **b. Release of PAGA Claims.** As of the Effective Final Settlement
 8 Date and upon fully funding the Settlement, the California Labor and Workforce
 9 Development Agency ("LWDA") and each Eligible Aggrieved Employee,
 10 including Plaintiffs, individually and on behalf of their heirs, executors,
 11 administrators, representatives, attorneys, successors, and assigns voluntarily and
 12 knowingly are barred from bringing any and all claims seeking civil penalties
 13 under the Labor Code predicated on the PAGA claims asserted in this case during
 14 the PAGA Timeframe against Defendant. The release of the PAGA claims is
 15 effective, regardless of whether the Eligible Aggrieved Employee submits a
 16 timely and valid request for exclusion.

17 **c. Plaintiffs' General Release of Claims.** As of the Effective
 18 Final Settlement Date, and in exchange for the Class Representative
 19 Enhancement Payments in an amount not to exceed \$10,000 to each Plaintiff in
 20 recognition of their work and efforts in obtaining the benefits for the Class and
 21 undertaking the risk for the payment of costs in the event this matter had not
 22 successfully resolved, Plaintiffs provide a general release of claims for
 23 themselves and their spouse, heirs, successors, and assigns. Plaintiffs' Release of
 24 Claims also include a waiver of Civil Code section 1542.

25 **d. Released Parties.** The Released Parties include Defendant and
 26 each and all its past and present parent, subsidiary, and affiliated corporations,
 27 entities, divisions, general and limited partners, joint venturers and affiliates, and
 28 each of its respective current and former directors, officers, managers,

1 employees, principals, members, agents, insurers, reinsurers, shareholders,
2 attorneys, advisors, representatives, general partners, limited partners, joint
3 venturers, and affiliated companies, and each of its respective executors,
4 predecessors, successors, assigns and legal representatives.

5 **9. Enforcement of the Settlement.** Nothing in this Final Order or the
6 accompanying Final Judgment shall preclude any action to enforce the terms of
7 the Settlement Agreement.

8 **10. Attorney Fee Award and Cost Award.** Class Counsel are hereby
9 awarded an Attorney Fee Award of \$450,000. Class Counsel are also hereby
10 awarded a Cost Award as reimbursement for actual litigation costs in the amount
11 of \$20,705.96. Such fees and expenses are to be paid pursuant to the conditions
12 set forth in the Settlement. Defendant shall not be required to pay for any other
13 attorneys' fees and expenses, costs or disbursements incurred by Class Counsel
14 or any other counsel representing the Class Representatives, Class Members, or
15 incurred by the Class Representatives, or Class Members, or any of them, in
16 connection with or related in any manner to this case, the Settlement, the
17 administration of the Settlement, and/or the Released Claims.

18 **11. Class Representative Enhancement Payments.** The Court finds that
19 the Class Representative Enhancement Payments in the amount of \$10,000 to be
20 paid from the Net Settlement Amount to each Class Representative for their
21 services and assistance to the Class in this case is reasonable and appropriate.

22 **12. Administration Costs.** The Court finds that the Administration Costs
23 in the amount of \$12,500 to be paid from the Net Settlement Amount to the
24 Settlement Administrator is reasonable and appropriate. Administration Costs
25 are to be paid pursuant to the conditions set forth in the Settlement.

26 **13. Modification of the Settlement.** The Parties are hereby authorized,
27 upon approval of the Court, to agree to and adopt such amendments to, and
28 modifications and expansions of, the Settlement as are in writing and signed by

1 the Parties' counsel (or their successors-in-interest) and the Parties (or their
 2 successors-in-interest), are consistent with this Final Order, and do not limit the
 3 rights of Class Members under the Settlement.

4 **14. Retention of Jurisdiction.** The Court has jurisdiction to enter this
 5 Final Order and the accompanying Final Judgment. This Court expressly retains
 6 jurisdiction as to all matters relating to the administration, consummation,
 7 enforcement, and interpretation of the Settlement and of this Final Order and the
 8 accompanying Final Judgment, and for any other necessary purpose, including,
 9 without limitation:

10 a. enforcing the terms and conditions of the Settlement and
 11 resolving any disputes, claims or causes of action in this case that, in whole or in
 12 part, are related to or arise out of the settlement, this Final Order or the Final
 13 Judgment;

14 b. entering such additional orders as may be necessary or
 15 appropriate to protect or effectuate the Court's Final Order and the Final
 16 Judgment approving the settlement, and permanently enjoining Plaintiffs from
 17 initiating or pursuing related proceedings, or to ensure the fair and orderly
 18 administration of the Settlement; and

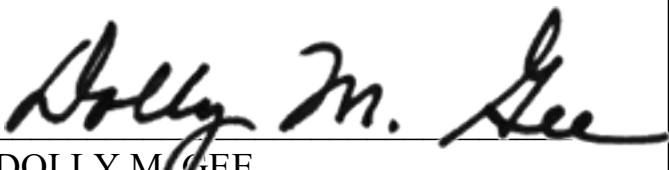
19 c. entering any other necessary or appropriate orders to protect
 20 and effectuate this Court's retention of continuing jurisdiction.

21 **15. No Admissions.** Neither this Final Order and the accompanying Final
 22 Judgment nor the Settlement (nor any other document referred to here, nor any
 23 action taken to carry out this Final Order and the Final Judgment) is, may be
 24 construed as, or may be used as, an admission or concession by or against
 25 Defendant of the validity of any claim or any actual or potential fault,
 26 wrongdoing, or liability. Entering or carrying out the Settlement, and any
 27 negotiations or proceedings related to it, shall not be construed as, or deemed to
 28 be evidence of, an admission or concession as to Defendant's denials or defenses

1 and shall not be offered or received in evidence in any action or proceeding
2 against any party hereto in any court, administrative agency, or other tribunal for
3 any purpose whatsoever, except as evidence of the Settlement or to enforce the
4 provisions of this Final Order and Final Judgment and the Settlement; provided,
5 however, that this Final Order, the accompanying Final Judgment, and the
6 Settlement may be filed in any action against or by Defendant to support a
7 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement,
8 judgment bar or reduction, full faith and credit, or any other theory of claim
9 preclusion, issue preclusion or similar defense or counterclaim.

10
11 IT IS SO ORDERED.

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13 DATED: April 8, 2022


DOLLY M. GEE
UNITED STATES DISTRICT JUDGE

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PROOF OF SERVICE
1013A(3) CCP
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On April 8, 2022, I served the foregoing document described as

ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT [60]

for the following case: **Schumacher v. Georgia-Pacific Corrugated LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-833715-21**
State Court Case No.: 19STCV31420
Los Angeles County Superior Court

Federal Court Case No.: 2:19-cv-08632-DMG (AFMx)
Central District of California Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 8, 2022, at Pasadena, California.



Mariah Anderson