

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ENEDINA SANCHEZ DE SEGURA

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
ENEDINA SANCHEZ DE SEGURA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ENEDINA SANCHEZ DE SEGURA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

**[PROPOSED] AMENDED ORDER OF FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: May 17, 2024
Time: 10:00 a.m.
Dept.: CX105

[Complaint Filed: September 3, 2021]
[FAC Filed: November 19, 2021]

1 This matter came on regularly for hearing before this Court on March 29, 2024, pursuant to
2 California Rule of Court 3.769 and this Court's November 3, 2023 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Class and PAGA Action Settlement ("Settlement")¹ and the documents and evidence presented in
5 support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
6 risks of further prosecution and the substantial benefits to be received by the Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

14 All current and former non-exempt, hourly employees of Defendant
15 Kelcourt Plastics, Inc. who worked at any time in California during the
16 Class Period, except for non-exempt, hourly employees who both: (a)
17 worked at Defendant's facility located in San Diego, California; and (b)
18 signed a Separation Agreement and General Release of All Claims in
19 connection with the reductions in force at the San Diego facility between
20 2017 and August 31, 2020.

21 The "Class Period" is defined as September 3, 2017 through March 11,
22 2023.

23 2. Plaintiff Enedina Sanchez de Segura is hereby confirmed as Class Representative, and
24 Scott M. Lidman and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC
25 are hereby confirmed as Class Counsel.

26 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
27 manner of notice were approved by the Court on November 3, 2023, and the notice process has been
28 completed in conformity with the Court's Order. The Court finds that said notice was the best notice

¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 practicable under the circumstances. The Notice Packet (which is comprised of the Notice of Pendency
2 of Class Action and Settlement, Notice of Settlement Award, Request for Exclusion Form, and
3 Objection Form) provided due and adequate notice of the proceedings and matters set forth therein,
4 informed Settlement Class members of their rights, and fully satisfied the requirements of California
5 Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that no Settlement Class member objected to the Settlement, zero (0)
7 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the 100%
8 participation rate in the Settlement supports final approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
10 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
11 to its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
13 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
14 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
15 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
16 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
17 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
18 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
19 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
20 the Settlement Class.

21 7. The Court finds that given the absence of objections to the Settlement, and objections
22 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.
23
24
25
26
27
28

1 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$2,250,000.00
2 and employer's share of payroll taxes on the portion allocated as wages with Phoenix Settlement
3 Administrators ("Phoenix"), the Settlement Administrator within (30) days after the Effective Date.²

4 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

7 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
9 in conformity with the terms of the Settlement.

10 11. The Court finds that a service award in the amount of \$10,000.00 for Plaintiff Enedina
11 Sanchez de Segura is appropriate for her risks undertaken and service to the Settlement Class. The Court
12 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
13 this payment in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$750,000.00 (60% to Haines Law
15 Group, APC or \$450,000.00 and 40% to Lidman Law, APC or \$300,000.00), and litigation costs of
16 \$17,146.20 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
17 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

18 13. The Court orders that the Settlement Administrator shall be paid \$10,750.00 from the
19 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
20 finds that sum appropriate.

21 14. The Court finds that the payment to the California Labor & Workforce Development
22 Agency ("LWDA") in the amount of \$112,500.00 (or 75% of the \$150,000.00 for PAGA) for its share
23 of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys
24

25 ² This Settlement shall become effective on the "Effective Date" which is defined as the latter of:
26 (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members
27 have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
28 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. See
Settlement, ¶ 5.B.

1 General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Claims Administrator to
2 distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining
3 25% or \$37,500 will be disbursed to PAGA Employees, which is defined as all current and former non-
4 exempt, hourly employees of Defendant Kelcourt Plastics, Inc., who worked at any time during the
5 PAGA Period. For purposes of this Settlement Agreement, the “PAGA Period” shall mean the time
6 period between September 3, 2020 and March 11, 2023.

7 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
8 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
9 addition to, the Gross Settlement Amount.

10 16. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
12 released the Released Claims as set forth in the Settlement, and will be permanently barred from
13 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

14 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
15 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
17 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18 18. Plaintiff and every member of the Settlement Class will fully and forever completely
19 discharge Kelcourt, its past and present officers, directors, shareholders, managers, employees, agents,
20 principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and
21 predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively, the “Released
22 Parties”), as follows: any and all claims, demands, rights, liabilities and causes of action that were pled
23 in the Complaints in the Action (including the contemplated Second Amended Complaint adding a claim
24 under Labor Code section 203), that arose during the Class Period with respect to the following claims:
25 (a) failure to pay all overtime wages owed; (b) failure to provide meal periods, or premium pay for non-
26 compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-
27 compliant rest periods; (d) failure to issue accurate, itemized wage statements; and (e) failure to timely
28

1 pay all wages due upon separation of employment; and (f) all claims for unfair business practices that
2 could have been premised on the facts, claims, causes of action or legal theories described above
3 (collectively, the “Released Class Claims”). The time period for the release of the Released Class
4 Claims against the Released Parties shall be the same time period as the Class Period.

5 19. PAGA Employees, including Plaintiff and those who timely and properly submit a
6 Request for Exclusion as set forth below, will release and forever discharge all claims, demands, rights,
7 liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004
8 against the Released Parties based on (and as asserted in the Operative Complaint and the letters to the
9 LWDA dated September 3, 2021 and March 9, 2023, such letters, the “PAGA Notices”): (a) failure to
10 pay all overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant
11 meal periods; (c) failure to authorize and permit rest periods, or provide premium pay for non-compliant
12 rest periods; (d) failure to issue accurate, itemized wage statements; and (e) failure to timely pay all
13 wages due upon separation of employment (collectively, the “PAGA Released Claim”) that arose during
14 the PAGA Period. The time period for the PAGA Release against the Released Parties shall be the same
15 time period as the PAGA Period.

16 20. Plaintiff, as of the Effective Date of the Releases, makes the additional following general
17 release of all claims, known or unknown. Plaintiff and her respective former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and
19 discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class
20 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
21 based on the facts contained, in the Operative Complaint and (b) all claims, demands, rights, liabilities,
22 and causes of action under PAGA that were, or reasonably could have been, alleged based on facts
23 contained in the Operative Complaint in this Action and/or Plaintiff’s PAGA Notices (“Plaintiff’s
24 Release.”). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
25 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
26 Release shall be and remain effective in all respects, notwithstanding such different or additional facts
27 or Plaintiff’s discovery of them. With respect to this general release, Plaintiff stipulates and agrees that,
28

1 upon the Effective Date of the Releases, Plaintiff expressly waives and relinquishes the provisions,
2 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

3 A general release does not extend to claims that the creditor or releasing party does not know or
4 suspect to exist in his or her favor at the time of executing the release and that, if known by him
5 or her, would have materially affected his or her settlement with the debtor or released party.

6 21. The releases identified herein shall become effective on the date on which Defendant
7 fully funds the Gross Settlement Amount and the employer's share of payroll taxes (the "Effective Date
8 of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be
9 deemed to have, and by operation of Judgment shall have, released, waived and relinquished the
10 Released Class Claims.

11 22. This document shall constitute a final judgment pursuant to California Rule of Court
12 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
13 hearing, the court must make and enter judgment. The judgment must include a provision for the
14 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
15 not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to
16 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
17 Settlement, the Final Approval Order, and this Judgment.

18 23. The Settlement Class members were provided notice that the Final Judgment would be
19 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
20 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the
21 Settlement Administrator's website at: (Sanchez-de-segura-v-kelcourt-plastics.phoenixcases.com).

22 //

23 //

24 //

1 24. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before **January 31, 2025** and the compliance hearing shall be set for **February**
3 **7, 2025** at **10:00 a.m.**

4 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

5
6 Dated: _____, 2024

Honorable Randall J. Sherman
Judge of the Superior Court