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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

ROEL GALICIA, individual, and on behalf of  
other members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiff,

v.

JIF-PAK MANUFACTURING, LLC, a  
California Corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: 37-2020-00005233-CU-OE-  
CTL

Honorable Kenneth J. Medel  
Department C-66

**CLASS ACTION**

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

Date: November 17, 2023  
Time: 9:30 a.m.  
Department: 66-C

Complaint Filed: January 29, 2020  
FAC Filed: February 14, 2023  
Trial Date: None Set

1 This matter has come before the Honorable Kenneth J. Medel in Department C-66 of the  
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff  
3 Roel Galicia's ("Plaintiff") Motion for Final Approval of Class Action Settlement ("Motion for  
4 Final Approval"), Motion for Attorneys' Fees, Costs, and Enhancement Payment ("Motion for  
5 Fees"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Pettit Kohn Ingrassia Lutz &  
6 Dolin  
7 PC appeared on behalf of Defendant Jif-Pak Manufacturing, LLC ("Defendant").

8 On July 11, 2023, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action  
11 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),  
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement  
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees of Defendant in  
27 California at any time during the period from January 29, 2016 through April  
28 20, 2022. ("Class" or "Class Members").

1           4.       The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
2 Class Members, fully and accurately informed the Class Members of all material elements of the  
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
6 California, the United States Constitution, due process and other applicable law. The Class Notice  
7 fairly and adequately described the Settlement and provided the Class Members with adequate  
8 instructions and a variety of means to obtain additional information.

9           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
15 Court has considered all of the evidence presented, including evidence regarding the strength of  
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
18 completed; and the experience and views of Class Counsel. The Court has further considered the  
19 absence of objections to and requests for exclusion from the Settlement submitted by Class  
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance  
21 with the Settlement Agreement and the following terms and conditions.

22           6.       A full opportunity has been afforded to the Class Members to participate in the  
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by the Settlement and  
27 by this order and judgment (“Final Approval Order and Judgment”).

28           7.       The Court finds that the allocation of \$125,000.00 toward penalties under the

1 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and  
2 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
3 Penalties as follows: the amount of \$93,750.00 to the California Labor and Workforce  
4 Development Agency, and the amount of \$31,250.00 to be included in the Net Settlement Amount  
5 for distribution to Settlement Class Members, according to the terms and methodology set forth in  
6 the Settlement Agreement.

7 8. The Court finds that payment of Settlement Administration Costs in the amount of  
8 \$11,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
9 notice and settlement administration process. It is hereby ordered that the Settlement  
10 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$11,000.00, in  
11 accordance with the terms and methodology set forth in the Settlement Agreement.

12 9. The Court hereby enters Judgment by which Settlement Class Members shall be  
13 conclusively determined, upon the Effective Date and Defendant’s full funding of the Gross  
14 Settlement Amount, to have given a release of the Released Parties of and from any and all  
15 Released Claims, as set forth in the Settlement Agreement and Notice.

16 10. It is hereby ordered that within thirty (30) calendar days of the entry of the Final  
17 Approval Order and Judgment, Defendant shall deposit one-half (1/2) the Gross Settlement  
18 Amount (i.e., \$1,250,000.00) into a qualified settlement account by the Settlement Administrator  
19 (“First Installment), and twelve (12) months after the First Installment, Defendant will make a  
20 second deposit of the remaining one-half (1/2) of the Gross Settlement Amount (i.e.,  
21 \$1,250,000.00), plus an amount sufficient to pay Employer Taxes (“Second Installment”), in  
22 accordance with the terms and methodology set forth in the Settlement Agreement.

23 11. It is hereby ordered that within (7) calendar days of the First Installment, the  
24 Settlement Administrator will issue payments due under the Settlement and approved by the Court,  
25 as follow: (a) LWDA Payment to the Labor and Workforce Development Agency; and (b)  
26 Enhancement Payment to Plaintiff, according to the methodology and terms set forth in the  
27 Settlement Agreement.

1           12.     It is hereby ordered that within seven (7) calendar days after the Second Installment,  
2 Settlement Administrator will issue payments due under the Settlement and approved by the Court,  
3 as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Attorneys' Fees  
4 and Costs to Class Counsel; and (c) Settlement Administration Costs to itself (the Settlement  
5 Administrator), according to the methodology and terms set forth in the Settlement Agreement.

6           13.     Each Individual Settlement Payment check will be valid and negotiable for one  
7 hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall  
8 be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds associated  
9 with such cancelled checks will be distributed by the Settlement Administrator to University of  
10 San Diego School of Law's free Worker's Rights Clinic. Settlement Class Members whose  
11 Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this  
12 Settlement Agreement.

13           14.     After entry of this Final Approval Order and Judgment, pursuant to California Rules  
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
17 any dispute arising from or in connection with the distribution of settlement benefits.

18           15.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
19 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on  
20 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date  
21 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Kenneth J. Medel  
Judge of the Superior Court