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

VINCENT RAMSEY JR., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACKAGING CORPORATION OF AMERICA,
et al.,

Defendants.

VINCENT RAMSEY JR., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACKAGING CORPORATION OF AMERICA,
et al.,

Defendants.

Case No. 34-2021-00313350-CU-OE-GDS
[Consolidated with 34-2022-00316273-CU-OE-GDS]

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

Date: November 17, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: December 29, 2021

FAC Filed: July 1, 2022

Trial Date: None

1 Plaintiff Vincent Ramsey Jr. ("Plaintiff") and the settling Defendants Packaging
2 Corporation of America and PCA Central California Corrugated, LLC (collectively,
3 "Defendants") (together with Plaintiff, the "Parties") have entered into the Joint Stipulation of
4 Class Action and PAGA Settlement ("Agreement" or "Settlement Agreement") to settle the
5 above-captioned class action subject to the Court's approval (the "Settlement").

6 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class
7 Action Settlement, including approval of an incentive payment for the Named Plaintiff, Class
8 Counsel's application for attorneys' fees and costs, and the PAGA Penalties. The Court has read,
9 heard, and considered all the pleadings and documents submitted, and the presentations made in
10 connection with the Motion which was scheduled for hearing on November 17, 2023.

11 **I. BACKGROUND**

12 On December 29, 2021, Plaintiff filed a class action complaint in the Superior Court of
13 the State of California for the County of Sacramento on behalf of himself and all similarly
14 situated employees (the "Action"). Plaintiff later filed a lawsuit alleging the same wage
15 statement claims under Labor Code section 2698, et seq. ("PAGA") on March 3, 2022, in the
16 Superior Court of California, County of Sacramento, seeking the recovery of penalties for the
17 alleged wage statement violations. Pursuant to stipulation, Plaintiff filed a motion to consolidate
18 the two lawsuits that was granted on June 10, 2022. Plaintiff filed a First Amended Complaint on
19 July 1, 2022, alleging wage statements claims under Labor Code section 226 and PAGA.

20 The Lawsuit alleged that PCA violated Class Members' and PAGA Members' (as
21 defined herein) rights to accurate itemized wage statements under California Labor Code Section
22 226 during the Class Period and PAGA Period (as defined herein). Defendants denied all
23 material allegations in the First Amended Complaint, denied that it violated the California Labor
24 Code in any respect, and asserted numerous affirmative and other defenses. As such, nothing set
25 forth in this Order or the Settlement Agreement constitutes an admission of liability or unlawful
26 conduct.

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1 **A. Class Members**

2 The “Class” is defined as “non-exempt employees who worked for Defendant in
3 California and who were paid overtime and/or shift differential wages during the Class Period
4 (the period of December 21, 2020, through February 18, 2022).”

5 **B. Operation of the Settlement**

6 Pursuant to the Preliminary Approval Order dated July 21, 2023, this Court conditionally
7 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval
8 Order also approved of the proposed forms of notice and notice plan. The Court entered the
9 Preliminary Approval Order after review and consideration of the pleadings filed in connection
10 herewith, and the oral presentations made by counsel at the hearing.

11 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
12 Class Members via first class mail. The notice process was timely completed.

13 This Court finds that the Settlement appears to be the product of serious, informed, non-
14 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
15 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
16 adequate and that Plaintiff has satisfied the standards for final approval of a class action
17 settlement under California law. Under the provisions of California Code of Civil Procedure
18 section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
19 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
20 certify a class where:

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

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

27 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
28 FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the

1 Settlement Agreement and Amendment thereto filed in this case.

2 2. The Court has jurisdiction over the subject matter of the litigation, the Class
3 Representative, the other Members of the Settlement Class, and Defendants.

4 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
5 disseminated to the Class Members, constituted the best notice practicable under the
6 circumstances to all Persons within the definition of the Class, and fully met the requirements of
7 California law and due process under the United States Constitution.

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

12 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
13 are to bear their own costs and attorneys' fees.

14 6. The Court hereby certifies the following Class for settlement purposes only: non-
15 exempt employees who worked for Defendant in California and who were paid overtime and/or
16 shift differential wages during the Class Period (the period of December 21, 2020, through
17 February 18, 2022).

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

1 8. Defendants shall fund \$975,000.00 of the total Gross Settlement Amount pursuant
2 to the terms of the Settlement Agreement.

3 9. The Court approves the Individual Settlement Payment and PAGA Penalties
4 amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

5 10. Defendants shall pay (a) to Class Counsel attorneys' fees in the amount of
6 \$325,000.00 and reimbursement of costs in the amount of \$14,734.22; (b) incentive payment to
7 the Class Representative Vincent Ramsey Jr. to reimburse him for his unique services in the
8 following amount: \$10,000.00; (c) \$11,000.00 to the Settlement Administrator, Phoenix
9 Settlement Administrators, for its fees and costs relating to the settlement administration process;
10 and (d) Eighty Thousand Dollars (\$80,000) as PAGA Penalties, seventy-five percent (75%) of
11 which will be the LWDA Payment (\$60,000), and twenty-five percent (25%) of which shall be
12 distributed proportionally to the PAGA Members (\$20,000). The Court finds that these amounts
13 are fair and reasonable. The Settlement Administrator is directed to make such payments in
14 accordance with the terms of the Settlement Agreement.

15 11. The Court hereby enters final judgment in this case in accordance with the terms
16 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
17 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
18 over the action and the Parties, including all Participating Class Members, for purposes of
19 enforcing and interpreting this Order and the Settlement as per CRC 3.769(h).

20 12. The Court approves the Releases set forth in Paragraph 2.9 of the Settlement
21 Agreement, which are incorporated herein in all respects, as to the Class Representative, all
22 Participating Class Members, and all PAGA Members. The releases are effective as of the date
23 of this Order.

24 13. As set forth in the Settlement Agreement, after 180 days, any uncashed funds will
25 be disbursed to Center for Employment Opportunities as a *cy pres* recipient, pursuant to Code of
26 Civil Procedure § 384.

27 14. The Court sets _____ as the date for the administrative compliance
28

1 hearing.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4 DATED: _____

5 HON. LAURI A. DAMRELL
6 SUPERIOR COURT OF CALIFORNIA
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