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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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 26, 2023
Time: 9:00 a.m.
Dept.: 28

Reservation No.: 2721493

Complaint Filed: December 29, 2021
FAC Filed: July 1, 2022
Trial Date: None

1 Plaintiff Vincent Ramsey's ("Plaintiff") application for an Order Granting Plaintiff's Motion
2 for Preliminary Approval of Class Action Settlement was filed with the Court on May 4, 2023, and
3 the Court issued a tentative ruling in advance of the hearing scheduled for May 26, 2023.

4 The Court has considered the Stipulation Re: Settlement of Class and PAGA Action
5 ("Stipulation") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Stipulation between Plaintiff and
8 Defendants Packaging Corporation of America and PCA Central California Corrugated, LLC
9 (collectively "Defendants") filed herewith. The Stipulation appears to be fair, adequate, and
10 reasonable to the Class.

11 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through their
12 counsel of record in the Litigation, have reached an agreement to settle the class and PAGA claims in
13 the Litigation as set forth in the Stipulation, on behalf of the Class (as defined below and in the
14 Stipulation).

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

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Stipulation shall have no
21 bearing on, or be admissible in connection with, the Litigation or the issue of whether a class should
22 be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Vincent Ramsey as the Class
24 Representative and (b) Plaintiff Vincent Ramsey as the Class Representative, and Larry W. Lee, Max
25 W. Gavron, and Kwanporn "Mai" Tulyathan of Diversity Law Group, P.C. and Kelsey A. Webber
26 and Shaelyn A. Stewart of Webber Law Group as Class Counsel for the Class. Class Counsel is
27 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may
28 be given, pursuant to the Stipulation, and such other acts reasonably necessary to finalize the

1 Stipulation and its terms. Any Class Member may enter an appearance through his or her own
2 counsel at such Class Member's own expense. Any Class Member who does not enter an appearance
3 or appear on his or her own behalf will be represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the Stipulation.
5 The Court finds that on a preliminary basis the Stipulation falls within the range of reasonableness of
6 a settlement, including the amount of the PAGA penalties, and appears to be presumptively valid,
7 subject only to any objections that may be raised by Class Members. It appears to the Court on a
8 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
9 Members when balanced against the probable outcome of further litigation relating to liability and
10 damages issues. It also appears that substantial investigation and research have been conducted so
11 that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It
12 appears to the Court that settlement at this time will avoid substantial additional costs by all Settling
13 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
14 Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-
15 collusive arm's length negotiations facilitated by an experienced and neutral mediator.

16 6. A Final Approval Hearing on the question of whether the proposed Stipulation, the
17 allocation of payments to Participating Class Members, attorneys' fees and costs to Class Counsel,
18 settlement administration costs to the Administrator, payment to the California Labor and Workforce
19 Development Agency, payment to PAGA Members, and Class Representative Service Award should
20 be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
21 _____, at 9:00 a.m. in this Court.

22 7. The Court hereby approves, as to form and content, the Notice To Class Members Re:
23 Pendency of a Class Action and Notice of Hearing On Proposed Settlement ("Class Notice") to be
24 sent to Class Members, which is attached to this Order as **Exhibit A**. The Court finds that
25 distribution of the Class Notice to Class Members substantially in the manner and form set forth in
26 the Stipulation and, as supplemented by the Court's Order, if at all, meets the requirements of due
27 process and shall constitute due and sufficient notice to all parties entitled thereto.

28 8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to
2 Class Members using the procedures set forth in the Stipulation.

3 9. Any Class Member may choose to opt out of and be excluded from the settlement as
4 provided in the Stipulation and Class Notice, and by following the instructions to opt out. Any person
5 who timely and properly opts out of the settlement will not be bound by the Stipulation or have any
6 right to object, appeal, or comment thereon, with the exception of the Settled PAGA Claims, for
7 which there is no opt out. Any Opt Outs must be in writing and signed by each such Class Member
8 opting out and must otherwise comply with the requirements delineated in the Class Notice. Class
9 Members who have not requested exclusion by submitting a valid and timely Opt Out by the deadline
10 shall be bound by all determinations of the Court, the Stipulation, and Judgment.

11 10. Any Class Member may object to the Stipulation or express his or her views regarding
12 the Stipulation and may present evidence and file briefs or other papers that may be proper and
13 relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

14 11. The Motion for Final Approval shall be filed by the Class Representative no later than
15 sixteen (16) court days before the Final Approval Hearing.

16 12. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and all dates provided for in the Stipulation without further notice to the Class and retains
18 jurisdiction to consider all further applications arising out of or connected with the Stipulation.

19 **IT IS SO ORDERED.**

20
21 DATED: _____

22 HON. LAURI A. DAMRELL
23 SUPERIOR COURT OF CALIFORNIA
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