

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

10/13/2023 3:13 PM

By: Gloria Portillo, DEPUTY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 16 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ALFREDO SALAZAR MEZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

OPEN DOOR PACKAGING, LLC, a California
limited liability company; OPEN DOOR
SOLUTIONS LLC, a California limited liability
company; and DOES 1 through 100,

Defendants.

Case No. CIVSB2200570

[Assigned for all purposes to Hon. Joseph T.
Ortiz; Dept. S-17]

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

Date: November 16, 2023

Time: 1:30 p.m.

Dept: S-17

Complaint Filed: January 4, 2022

Trial Date: None set.

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Alfredo Salazar Meza ("Plaintiff") for Final Approval of Class
3 Action Settlement, Class Representative Service Payment, and Attorneys' Fees and Costs ("Final
4 Approval Motion") came on regularly for hearing before this Court on November 16, 2023, at
5 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
6 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
7 considered the parties' Stipulation of Settlement of Class Action and PAGA Claims ("Settlement
8 Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
12 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
13 cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and
14 hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt, hourly-paid employees of Defendant
20 Open Door Packaging, LLC dba Open Door Solutions, LLC who worked in
21 California at any time from January 4, 2018 and ending on January 9, 2023
(the "Class Period").

22 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
23 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement,
25 which was approved by the Court on June 12, 2023, and the notice process has been completed
26 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
27 that said notice was the best notice practicable under the circumstances. The Class Notice
28 provided due and adequate notice of the proceedings and matters set forth therein, informed

1 Settlement Class members of their rights, and fully satisfied the requirements of California Code
2 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that
4 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
5 the Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
8 terms.

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

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Settlement Payments, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
22 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

23 10. The Court orders Defendant Open Door Packaging, LLC dba Open Door
24 Solutions, LLC ("Open Door") to deposit the Gross Settlement Amount of \$230,000.00 with the
25 Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of
26 the Effective Date.

27 11. The Court finds that a Service Payment in the amount of \$10,000.00 to Plaintiff is
28 appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The Court

1 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$76,666.66 and litigation
4 costs of \$7,426.39 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$6,500.00 from
8 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
9 done and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
12 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be distributed to the Controller of the State of California
18 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
19 name of the Settlement Class member to whom the check was issued.

20 16. As of the Effective Date and upon Open Door's complete funding of the Gross
21 Settlement Amount, Plaintiff and every member of the Settlement Class will fully release and
22 discharge Open Door, and each of its divisions, subsidiaries, partnerships, parents, affiliated
23 companies, trusts, or other related entities, past and present, and each of them, as well as each of
24 their owners, directors, officers, shareholders, partners, members, managers, representatives,
25 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business
26 managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of
27 them and their marital community (collectively the "Released Parties") as follows: Settlement Class
28 members will release any and all claims, demands, rights, liabilities, grievances, and causes of

1 action that were or could have been pled under local, state, or federal law arising out of, related
2 to, or based on any facts alleged in the operative Complaint against Defendant and the Released
3 Parties arising during the Class Period, including but not limited to claims for (1) minimum wage
4 violations (Labor Code, §§ 1182.12, 1194, 1194.2, 1197); (2) failure to pay all overtime wages
5 (Labor Code, §§ 204, 510, 1194, 1198); (3) meal period violations (Labor Code, §§ 226.7, 512,
6 558); (4) wage statement penalties (Labor Code, §§ 226, *et seq.*); (5) waiting time penalties (Labor
7 Code, §§ 201-203); and (6) unfair competition (Bus. Prof. Code, § 17200 *et seq.*) (collectively,
8 the “Released Class Claims”). The period of the Released Class Claims shall extend to the limits
9 of the Class Period. In addition, all Settlement Class members who worked for Open Door in the
10 State of California at any time from January 4, 2021 through January 9, 2023 (the “PAGA
11 Period”), regardless if they opt out, will release and discharge the Released Parties from any and
12 all claims for civil penalties under PAGA arising from the claims contained in the PAGA Notice
13 Letter for the entire duration of the PAGA Period, and from all other claims for civil penalties
14 arising from, related to, or otherwise connected with the underlying factual allegations contained
15 in the PAGA Notice Letter and/or the Complaint, that Plaintiff, on behalf of himself, the LWDA
16 and the Aggrieved Employees, alleged or could allege against Defendant and the Released Parties.
17 The Released PAGA Claims include, without limitation, all claims for civil penalties arising under
18 California Labor Code based on the facts set forth in Plaintiff’s PAGA Notice Letter and
19 Plaintiff’s Complaint, and further includes all claims seeking civil penalties for (1) failure to pay
20 the statutory minimum wage; (2) failure to pay all overtime compensation earned; (3) meal period
21 violations; (4) failure to provide accurate itemized wage statements; (5) failure to timely pay all
22 final wages due; (6) failure to pay all wages earned at least twice during each calendar month;
23 and (7) failure to maintain accurate records, and further including all claims for civil penalties
24 under the California Labor Code, including California Labor Code sections 201, 202, 203, 204,
25 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and 2699.3, as well as any
26 applicable IWC Orders, arising during the PAGA Period.

27 17. This document shall constitute a final judgment pursuant to California Rule of
28 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final

1 approval hearing, the court must make and enter judgment. The judgment must include a provision
2 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
3 The court may not enter an order dismissing the action at the same time as, or after, entry of
4 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
5 and this Judgment.

6 18. Plaintiff shall file a Final Disbursement Declaration on or before September 19,
7 2024. A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
8 November 18, 2024 at 8:30.

9 **IT IS SO ORDERED.**

10 Dated: Nov. 16, 2023

11 
12 Honorable Joseph T. Ortiz
13 Judge of the Superior Court

14 add: Administrative fees approved at \$6,500. 
15
16
17
18
19
20
21
22
23
24
25
26
27
28