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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DIEGO BONILLA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

A.M.A. PLASTICS, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2201117

[Hon. Harold Hopp]

CLASS ACTION

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

Date: June 5, 2024
Time: 8:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Harold Hopp

Action Filed: March 18, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on June 5, 2024, upon Plaintiff's Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT (the "Agreement" or "Settlement"). (See Declaration of H. Scott
5 Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action
6 Settlement ["Leviant Decl."], at Exh. 1, filed on May 2, 2024.)

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough
14 investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
15 respective positions. The Court also finds that settlement at this time will avoid additional substantial
16 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
17 action. The Court finds that the risks of further prosecution are substantial.

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered the
20 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
21 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
22 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
23 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
24 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
25 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

28 4. The Class Notice provided to the Settlement Class conforms with the requirements of

1 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
2 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
3 under the circumstances, by providing individual notice to all Class Members who could be identified
4 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
5 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
6 due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering a
8 settlement in this matter:

9 All individuals who are or previously were employed by Defendant in California, and
10 classified as hourly, non-exempt employees who worked for Defendant during the
11 Class Period (the “Class Period” is the period from March 18, 2018 to November 19,
2023). (Settlement, ¶¶ 1.5, 1.12.)

12 No Class Members requested exclusion from the Class. All Class Members are Participating Class
13 Members and are bound by the Final Approval Order and Judgment in the Action.

14 6. Plaintiff DIEGO BONILLA is appointed as the Class Representative. The Court finds
15 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
16 have no conflicts of interest with absent Class Members, and that they adequately represented the
17 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam
18 Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

19 7. All Class Members who worked at any time between March 18, 2021 and November
20 19, 2023 are “Aggrieved Employees” for purposes of distributing the \$30,000.00 as Individual PAGA
21 Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive
22 a share of the \$30,000.00, irrespective of whether they are Participating Class Members.

23 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
24 Administrator, pursuant to the terms set forth in the Agreement.

25 9. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
26 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
27 this Final Approval Order.
28

1 10. Any envelope transmitting a settlement distribution to a Class Member shall bear the
2 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The administrator shall
3 mail a reminder postcard to any class member whose settlement distribution check has not been
4 negotiated within 60 days after the date of mailing. If (i) any of the class members are current employees
5 of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as being
6 undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the administrator
7 shall arrange with the defendant to have those distributions delivered to the employees at their place of
8 employment.

9 11. The settlement distribution checks to Class Members are negotiable for 180 days from
10 the date of mailing.

11 12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
12 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
13 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
14 **\$7,500.00.**

15 13. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
16 of **\$433,333.33** to Moon Law Group, PC. Litigation expenses awarded to Moon Law Group, PC, are
17 approved by the Court in the amount of **\$12,840.63.**

18 14. The Court approves and orders payment in the amount of **\$9,000.00** to Phoenix
19 Settlement Administrators, for performance of its services as the Settlement Administrator.

20 15. Upon completion of administration of the Settlement, the Parties shall file a declaration
21 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
22 have been completed.

23 16. The Court sets a non-appearance case review regarding compliance with all fund
24 distribution requirements under the Settlement for February 18, 2025, at 8:30 am, in Dept. SM 1 of the
25 above-entitled Court. A Final Report, including any declaration from the Settlement Administrator
26 regarding compliance, shall be filed with the Court no later than February 7, 2025.

27 17. The Court approves and orders payment in the amount of **\$90,000.00** to the Labor and
28 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys

General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$30,000.00 shall be distributed to Class Members as required under the Settlement.

18. Once Defendant fully funds the Settlement by paying all amounts due under the Settlement, the Class Representative and each Putative Class Member will release Class claims as follows:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including:

- a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
- b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
- c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
- d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
- e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2800, 2802];
- f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
- g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
- h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

19. Once Defendant fully funds the Settlement by paying all amounts due under the Settlement, the Class Representative will release PAGA claims as follows:

PAGA Release: Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing PAGA Notice to the LWDA; Plaintiff does not release any aggrieved employee's claim for wages or damages.

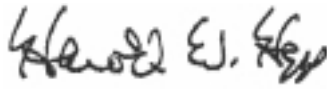
20. The Parties are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(1)(3).

21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in the Settlement Agreement.

1 22. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3
4 **IT IS SO ORDERED.**

5 06/14/2024
6 Dated: _____



Hon. Harold Hopp
RIVERSIDE SUPERIOR COURT JUDGE