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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA

14 SONNY RATTLER, an individual, on behalf
15 of himself and on behalf of all persons
16 similarly situated, and on behalf of the State of
California, as private attorney general,

17 Plaintiff,

18 vs.

19 PACIFIC COAST CONTAINER, INC., a
20 California Corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.
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CASE NO.: 22CV015216

[Consolidated with Case No. 22CV015223]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 3, 2024

Hearing Time: 10:00 a.m.

Judge: Hon. Michael Markman

Dept: 23

Date Filed: July 28, 2022

Trial Date: Not set

1 The unopposed motion of Plaintiff Sonny Rattler (“Plaintiff”) for an order finally
2 approving the First Amended Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Pacific Coast Container, Inc. (“Defendant”), attorneys’ fees and costs, service payment,
4 and the expenses of the Administrator duly came on for hearing on October 3, 2024 before the
5 Honorable Michael Markman.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Alameda, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On May 3, 2024, the Court granted preliminary approval of the Settlement. At this
25 same time, the Court approved conditional certification of the Class for settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about July 1, 2024. Mailing of the Class Notice to their last-known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was August 30, 2024, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Hon. Carl J. West (Ret.), a respected jurist and
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1 experienced mediator of wage and hour class actions. There has been no collusion between the
2 Parties in reaching the Settlement.

3 b. Plaintiff and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Three (3) requests for exclusion were received.

9 e. The participation rate was high. 459 Participating Class Members will be
10 mailed a settlement payment, representing 99.35% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$500,000 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$13,833.05 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$10,500 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$30,000, which shall be allocated \$22,500 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$7,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who are or previously worked for Defendant
19 in California, including any employees staffed with Defendant by a third party, including LiUNA
20 Laborer's Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek
21 Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and were classified as
22 non-exempt at any time during the PAGA Period (May 24, 2021 through July 23, 2023). Pursuant
23 to Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
24 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
25 Penalties to be reasonable.

II.
ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who are or previously worked for Defendant in California, including any employees staffed with Defendant by a third party, including LiUNA Laborer's Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and were classified as non-exempt at any time during the Class Period (July 28, 2018 through July 23, 2023).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. The three (3) individuals who requested exclusion are: Jacqueline Ario, Laricia Rosario, and Shanise Miller.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and costs in the amount of \$13,833.05. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff or members of the Class. The attorneys' fees awarded shall be allocated between Class Counsel as follows: 30% to Shane Law, P.C. and 70% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

19. The payment of Class Representative Service Payment in the amount of \$10,000 to the Plaintiff is approved.

20. The payment of \$10,500 to the Administrator for its fees and expenses is approved.

21. The PAGA Penalties amount of \$30,000 is approved and is to be distributed in accordance with the Agreement.

1 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
2 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
3 entry.

4 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
5 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
6 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
7 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
8 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
9 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
10 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
11 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
12 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
13 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
14 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
15 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
16 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
17 Claims and/or Released PAGA Claims.

18 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
19 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
20 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
21 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
22 to individual Class Members.

23 25. If the Agreement does not become final and effective in accordance with the terms
24 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
25 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
26 revert to their respective positions as of before entering into the Agreement, and expressly reserve
27 their respective rights regarding the prosecution and defense of this Action, including all available
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1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

4 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
5 Plaintiff, and all members of the Class, shall take nothing in the Action.

6 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
7 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
8 supervise and adjudicate any dispute arising from or in connection with the distribution of
9 settlement benefits.

10 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
11 provided in the Agreement and in this Final Approval Order and Judgment.

12 29. Effective upon the entry of final judgment, Plaintiff, Participating Class Members,
13 Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

14 (a) All Participating Class Members, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
16 and assigns, release Released Parties from the Released Class Claims. The "Released Class
17 Claims" are all class claims pled or could have been pled under federal, state or local law, in law
18 or in equity based on the factual allegations contained in the Operative Complaint which occurred
19 during the Class Period under federal, state or local law, and expressly excluding all other claims,
20 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
21 social security, workers' compensation, and class claims outside of the Class Period.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claim. The
25 "Released PAGA Claims" are all claims pled or could have been pled, based on the factual
26 allegations contained in the PAGA Notice sent by Plaintiff that occurred during the PAGA Period
27 as to the Aggrieved Employees and expressly excluding all other claims, including claims for
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1 vested benefits, wrongful termination, unemployment insurance, disability, social security,
2 workers' compensation, and PAGA claims outside of the PAGA Period. The PAGA release will
3 include any violation of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218, 218.6, 221,
4 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 450, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194,
5 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, Cal. Bus. & Prof. Code §§ 17200, et. seq., and any
6 Wage Order.

7 (c) Plaintiff and his or her respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
9 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
10 the Class Period, as fully set forth in the Agreement.

11 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
12 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
13 Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient, which
14 is Alliance for Children's Rights, consistent with the requirements of California Code of Civil
15 Procedure Section 384.

16 31. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
18 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
19 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
20 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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23 Dated: _____

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25 HON. MICHAEL MARKMAN
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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