

FILED

JAN 23 2024

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
[Signature] DEPUTY
Darlene Goumas

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff

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

AHMED SALAZAR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

HOOD PACKAGING CORPORATION; a
Mississippi corporation; TC
TRANSCONTINENTAL U.S.A., INC.; a New
York corporation; TC
TRANSCONTINENTAL PACKAGING INC.;
a Delaware corporation; and DOES 1 through
100, inclusive;

Defendants.

AHMED SALAZAR, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

HOOD PACKAGING CORPORATION; a
Mississippi corporation; TC
TRANSCONTINENTAL U.S.A., INC.; a New
York corporation; TC TRANSCONTINENTAL
PACKAGING INC.; a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Lead Case No.: 22C-0231
Consolidated with Case No.: 22C-0233

Assigned for All Purposes to:
Honorable Randy Edwards
Department 2

CLASS ACTION

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

Hearing Date: January 23, 2024
Hearing Time: 8:15 a.m.
Hearing Place: Department 2

Class Complaint Filed: June 29, 2022
PAGA Complaint Filed: June 28, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Ahmed Salazar's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND**
5 **ORDERS:**

6 Plaintiff and Defendants Hood Packaging Corporation, TC Transcontinental U.S.A., Inc.,
7 and TC Transcontinental Packaging, Inc. ("Defendants") entered the Settlement Agreement on or
8 about August 1, 2023 to settle this lawsuit.

9 The Court entered an order dated October 4, 2023 preliminarily approving the settlement
10 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
12 providing Class Members with an opportunity to object to the Settlement or exclude themselves
13 from the Class, and scheduling a Final Approval Hearing.

14 The Court held a Final Approval Hearing on January 23, 2024 to determine whether to
15 give final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
18 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
19 in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
21 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
22 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
23 including jurisdiction to approve the Settlement and grants final certification of the Class.

24 3. Final Class Certification. The Court finds the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
27 exempt employees of Defendants within the State of California at any time during the period
28 from January 1, 2018, through September 26, 2023 ("Class," "Class Members," and "Class

Period"). There are one hundred twenty-seven (127) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement ("Participating Class Members").

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for the purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") and its distribution to Class Members were implemented pursuant to the Settlement and this Court's Preliminary Approval Order. The Court also finds the Class Notice:

- a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;
- b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;
- c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and
- d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

7. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith and are the product of arm's-length negotiations by experienced counsel who have carried out a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
2 implement the Settlement Agreement according to its terms and provisions.

3 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
4 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
5 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
6 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
7 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
8 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
9 that were or could have been raised in this lawsuit and are encompassed by the Released Class
10 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement
11 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
12 Class Members who have submitted timely requests for exclusion.

13 9. Release by Participating Class Members Who Are Not Aggrieved Employees.
14 Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund
15 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
16 Participating Class Members, on behalf of themselves and their former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
18 Released Parties from the Released Class Claims.

19 a. Release by Participating and Non-Participating Class Members Who Are
20 Aggrieved Employees. Effective on the date when Defendants fully fund the
21 entire Gross Settlement Amount and fund all employer payroll taxes owed on the
22 Wage Portion of the Individual Class Payments, all Participating and Non-
23 Participating Class Members, who are Aggrieved Employees, are deemed to
24 release, on behalf of themselves and their former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from the Released PAGA Claims.

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1 b. Plaintiff's Release. Effective on the date when Defendants fully fund the entire
2 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage
3 Portion of the Individual Class Payments, Plaintiff and his former and present
4 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns generally release and discharge Released Parties from the Plaintiff's
6 Release. Furthermore, Plaintiff expressly waives and relinquishes the provisions,
7 rights, and benefits, if any, of section 1542 of the Civil Code.

8 c. Released Parties. The Released Parties include Defendants and their parents,
9 predecessors, successors, all affiliates, subsidiaries, officers, directors, members,
10 agents, employees, and stockholders.

11 10. Class Representative Service Payment. The Court finds the Class Representative
12 Service Payment of \$10,000, to be paid by Defendants to Plaintiff out of the Gross Settlement
13 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
14 paid pursuant to the terms and provisions set forth in the Agreement.

15 a. The rationale for making enhancement payments is class representatives should
16 be compensated for the expense and risk they incurred in conferring a benefit on
17 the Class. Criteria courts consider include: (1) risk to the class representatives in
18 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
19 effort spent by the class representatives; (4) duration of the litigation; and (5)
20 personal benefit (or lack thereof) enjoyed by class representatives.

21 b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the
22 risks inherent in the services as the class representative, duration of the case and
23 time involved, and benefits created for the Class, the Court approves the payment
24 of the Class Representative Service Payment of \$10,000 to Plaintiff.

25 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
26 The Court finds the Class Counsel Fees Payment of \$245,000, to be paid by Defendants to Class
27 Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In addition, the
28 Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual

1 litigation costs incurred of \$14,799.40, to be paid by Defendants to Class Counsel out of the
2 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
3 pursuant to the terms and provisions set forth in the Settlement Agreement. Defendants shall not
4 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
5 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendants shall
6 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
7 incurred by Plaintiff or Class Members in connection with or related in any manner to this
8 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
9 Released PAGA Claims.

10 a. The Court has an independent right and responsibility to review the Class Counsel
11 Fees Payment and only award so much as it determines reasonable. (See
12 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
13 127-28.) The Class Counsel Fees Payment of \$245,000 is thirty-five percent
14 (35%) of the common fund created for the benefit of the Class and is supported by
15 use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.*
16 (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk
17 undertaken, difficult nature of this litigation, skills required, percentage fees
18 award in previous and other cases, and contingent fees charged in the
19 marketplace, the Court finds the Class Counsel Fees Payment is consistent with
20 the marketplace, is reasonable, and is approved.

21 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
22 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
23 seek reimbursement of up to \$15,000 in litigation costs. The Court finds Class
24 Counsel expended \$14,799.40 in litigation costs, and such costs were reasonable.
25 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
26 Payment of \$14,799.40 from the common fund for the reimbursement of Class
27 Counsel's litigation costs.

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1 12. Administration Expenses Payment. The Court finds Administration Expenses
2 Payment of \$7,450, to be paid by Defendants to the Administrator out of the Gross Settlement
3 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
4 pursuant to terms and provisions set forth in the Settlement Agreement.

- 5 a. The Court reviewed the declaration of Christina Fowler from ILYM Group, Inc.,
6 the Court-approved Administrator. The Court finds notice was provided to the
7 Class pursuant to the Preliminary Approval Order, constitutes the best practicable
8 notice to the Class, and satisfied due process. Thus, the Court approves the
9 payment of the Administration Expenses Payment of \$7,450 for the
10 Administrator's services in administering the Settlement.

11 13. PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, seventy-five
12 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
13 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Aggrieved
14 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
15 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

16 14. Funding the Settlement. Defendants shall fund the Gross Settlement Amount by
17 transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14)
18 calendar days after Defendants fully funds the Gross Settlement Amount, the Administrator will
19 mail checks to the appropriate persons and entities.

20 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
21 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
22 Settlement was the product of arm's-length negotiations following extensive litigation,
23 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
24 Honorable Howard R. Broadman, an experienced and well-respected mediator.

- 25 a. The fairness of the Settlement is demonstrated by there being no objections to and
26 no requests for exclusion from the Settlement.

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b. The fairness of the Settlement is further illustrated by the gross *average* Individual Class Payment being approximately \$2,935.04, and the gross *highest* Individual Class Payment being about \$5,549.91.

16. Uncashed Checks. Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

17. Modification of Agreement. The Participating Class Members are hereby authorized to agree to and adopt amendments to or modifications of the Agreement by an express written instrument signed by all Parties or their representatives and approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Class Members under the Agreement.

18. Final Accounting and Compliance. The Court sets a compliance hearing on October 4, 2024 in Department 2. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement or this Order and Judgment;

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- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
4 fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
9 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17
18 IT IS SO ORDERED.

19
20 DATED: 1/23/24


HONORABLE RANDY EDWARDS
SUPERIOR COURT JUDGE

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS
1640 Kings County Drive
Hanford, CA 93230

CONFORMED COPY
ORIGINAL FILED ON

JAN 26 2024

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
~~CANDY OCHOA~~ DEPUTY

Ahmed Salazar,
Plaintiff / Petitioner,
VS.
Hood Packaging Corporation, a
Mississippi Corporation, et al.
Defendant / Respondent.

Case No. 22C-0231

Certificate of Mailing

I hereby declare under penalty of perjury that I am employed by the Kings County Superior Court, over the age of 18 and not a party to this action.

On January 26, 2024, I served the following, Order of Final Approval and Judgment, by enclosing a true copy in a sealed envelope, and deposited at my place of business for collection and mailing with United States Mail at Hanford, California, following our ordinary business practices with which I am readily familiar addressed as follows:

Douglas Han
JUSTICE LAW CORPORATION
751 N Fair Oaks Avenue Suite 101
Pasadena, CA 91103

Date: January 26, 2024

Nocona Soboleski, Court Executive Officer

By:

CANDY OCHOA

Deputy Court Clerk, Candy Ochoa

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On January 30, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Salazar v. Hood Packaging Corporation et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-880092-22**
Court Case No.: 22C-0233
Kings Superior Court

on interested parties in this action by electronically submitting as follows:

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 30, 2024, at Pasadena, California.



Mariah Anderson