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Attorneys for Plaintiff and the Putative Class

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANA MEZA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

IMPERIAL BAG & PAPER CO. LLC, a
Delaware limited liability company; and
DOES 1 TO 50,

Defendants.

Case No. 22STCV34617

**~~[Proposed]~~ Order Granting Plaintiff's Motion for
Final Approval of Class Action Settlement**

Date: February 25, 2025

Time: 11:00 a.m.

Dept: 10

Judge: Hon. William F. Highberger

Complaint Filed: October 28, 2022

FAC Filed: January 11, 2023

SAC Filed: December 11, 2023

FILED
Superior Court of California
County of Los Angeles
03/10/2025

David W. Stryker, Executive Officer / Clerk of Court

By: I. Yin Deputy

On February 25, 2025, the Court held a hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

In conformity with California. Rules of Court, Rule 3.769, with due and adequate. Notice having been given to Class Members, and the Court having considered the Class Action and PAGA Settlement Agreement and Class Notice the First Amendment to the Class Action and PAGA Settlement Agreement and Class Notice and the Second Amendment to the Class Action and PAGA Settlement Agreement and Class Notice (collectively referred to as the "Settlement Agreement") between Plaintiff and defendant Imperial Bag & Paper Co., LLC ("Defendant"), all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

1. All terms used in this Order Granting Final Approval of Class Action Settlement (the "Order") shall have the same meanings given as those terms are used and/or defined in the Parties' Settlement Agreement.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Settlement Agreement and as follows: *"all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period, but excluding individuals to the extent they worked for Defendant and were placed at the physical location for APP through May 2, 2022, and including all individuals who worked at the APP site starting May 3, 2022 through April 15, 2024."*

4. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effecting the Settlement.

5. The Court finds that an ascertainable class of 1,896 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters predominate over any individual questions; (ii) the claims of the

1 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
2 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
3 protected the interest of the Class Members.

4 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
5 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
6 comports with California Rule of Court 3.766. The Class Notice informed 1,896 Class Members of the
7 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
8 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
9 the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
10 to respond and to act were provided by each of these procedures. No Class Members filed written
11 objections to the Settlement as part of this notice process, and no Class Members filed a written
12 statement of intention to appear at the Final Approval Hearing, and no Class Members submitted
13 requests for exclusion.

14 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
15 the Settlement Agreement is, in all respects, fair, adequate and reasonable, consistent and compliant with
16 all applicable requirements of the California Code of Civil Procedure, the California and United States
17 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
18 law, and in the best interests of each of the Parties and Class Members.

19 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
20 terms and declares the Settlement Agreement to be binding on all Class Members.

21 9. The Court finds that the Settlement Agreement has been reached as a result of informed
22 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
23 extensive investigation and research, and their attorneys were able to reasonably evaluate their
24 respective positions.

25 10. The Court also finds that the Settlement now will avoid additional and potentially
26 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case.
27 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
28

challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of the allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

12. The Court appoints Plaintiff Diana Meza as Class Representative and finds her to be adequate.

13. The Court appoints Jonathan Melmed, Esq. and Laura Supanich, Esq. of Melmed Law Group, P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class action litigation.

~~\$2,226,835.92~~

\$2,226,835.92

14. The terms of the Agreement, including the Gross Settlement amount of ~~\$1,500,000.00~~ are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement.

a. The \$15,950.00 designated for payment to ILYM Group Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, awards, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

b. The \$742,427.⁰⁰~~00~~ amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefits obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

c. The Court awards \$12,407.85 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of,

awards, and orders the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement.

d. The Court awards \$5,000.00 to the Class Representative as a Class Representative Service Award. The Court grants final approval of, awards, and orders the Class Representative Service Award in this amount to be made in accordance with the Agreement.

e. The Court approves the \$110,000.00 allocation assigned for claims under the Private Attorney General Act (“PAGA”) and orders 75% thereof, (i.e., \$82,500.00) to be paid to the California Labor and Workforce Development Agency (“LWDA”) in accordance with the terms of the Settlement Agreement.

15. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant’s rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become Final or effective, or in any other case without limitation.

17. All Class Members shall be bound by the Settlement and this Order, including the release of claims as set forth in the Agreement.

18. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise provided in the Settlement Agreement.

19. All checks mailed to the Class Members must be cashed within one hundred eighty (180) days after mailing.

20. Within ten (10) days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

1 21. The Court retains continuing jurisdiction over the Action and the Settlement, including.
2 Jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
3 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
4 Judgment matters as may be appropriate under court rules or applicable law.

5 22. Plaintiff shall file with the Court a report regarding the status of distribution within one
6 hundred and twenty (120) days after all funds have been distributed.

7 23. This Final Judgment is intended to be a final disposition of the above-captioned action in
8 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all
9 claims released by the Settlement Agreement against Defendant.

10 24. The Court hereby sets a ^{NACR re funding on} ~~hearing date~~ of 3/18/26 at 9 am/~~pm~~ for a hearing
11 on the final accounting and distribution of the settlement funds. **Report due 3/11/26**

12 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

13
14 DATED: 03/10/2025



Hon. William F. Highberger
Judge of the Superior Court, Los Angeles County