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Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

HAWKAR SOFY, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

A.J.M. PACKAGING CORPORATION, a
Michigan corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 37-2022-00050407-CU-OE-CTL

Assigned for All Purposes to:
Honorable Mark T. Cumba
Department C-65

CLASS ACTION

~~PROPOSED~~ ^{mtc} AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT

Hearing Date: June 6, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department C-65

Complaint Filed: December 16, 2022
FAC Filed: October 10, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Hawkar Sofy'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
4 Addendum to Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
5 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

6 On May 14, 2024 and October 21, 2024, Plaintiff and Defendant AJM Packaging
7 Corporation ("Defendant") entered the Agreement to settle this lawsuit.

8 On January 10, 2025, the Court entered an order preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and Rule of Court 3.769, ordering notice to be sent to Class Members, providing
11 Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 On June 6, 2025, the Court held a Final Approval Hearing.

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

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

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former California-based (*i.e.*,
25 those who are working at or worked at Defendant's plant in El Cajon, California) hourly-paid,
26 non-exempt employees of Defendant within the State of California at any time during the period
27 from December 16, 2018, through March 31, 2024 ("Class," "Class Members," and "Class
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Period"). There are 2,394 Class Members who did not submit valid and timely Requests for Exclusion from the Settlement ("Participating Class Members").¹

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

5. Class Notice. The Court finds that the Court Approved Notice of Class Action 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 finds that 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 Agreement and their rights; (iii) their right to object to any aspect of the Agreement; (iv) their right to exclude themselves from the 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, 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 for Class Members.

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

¹ The Administrator mailed Class Notices to 2,397 Class Members and received three (3) requests for exclusion. As a result, there are 2,394 Participating Class Members.

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

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

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

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released Class Claims.

a. Release by Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from Released PAGA Claims.

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

9 c. Released Parties. The Released Parties include Defendant and its parents,
10 predecessors, successors, all affiliates, subsidiaries, owners, officers,
11 directors, members, agents, employees, and stockholders.

12 10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

13 Payment. The Court finds the Class Counsel Fees Payment of \$750,000, to be paid by Defendant
14 to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The
15 Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual
16 litigation costs incurred of \$31,985.74, to be paid by Defendant to Class Counsel out of the
17 Gross Settlement Amount, to be reasonable and appropriate. Defendant shall not be required to
18 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
19 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
20 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
21 Plaintiff or Class Members in connection with or related in any manner to this lawsuit,
22 Agreement, settlement administration, Released Class Claims, and Released PAGA Claims.

23 a. The Court has an independent right and responsibility to review the Class
24 Counsel Fees Payment and only award so much as it determines
25 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
26 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
27 \$750,000 is thirty percent (30%) of the common fund created for the
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benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

- b. The Court reviewed the Declaration of Douglas Han regarding the costs expended. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$35,000 in litigation costs. The Court finds that Class Counsel expended \$31,985.74 in litigation costs, and such costs were reasonable. The Court approves the payment of the Class Counsel Litigation Expenses Payment of \$31,985.74 from the common fund for the reimbursement of Class Counsel's litigation costs.

11. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$5,000, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

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1 b. The Court reviewed Plaintiff's declaration. Given the risks inherent in the
2 services as the class representative, duration of the case and time involved,
3 and benefits created for the Class, the Court approves the payment of the
4 Class Representative Service Payment of \$5,000 to Plaintiff.

5 12. Administration Expenses Payment. The Court finds that Administration
6 Expenses Payment of \$25,000, to be paid by Defendant to the Administrator out of the Gross
7 Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is
8 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

9 a. The Court reviewed the Declaration of Nick Castro from ILYM Group,
10 Inc., the Administrator. The Court finds that notice was provided to the
11 Class pursuant to the Preliminary Approval Order, constitutes the best
12 practicable notice to the Class, and satisfied due process. Thus, the Court
13 approves the payment of the Administration Expenses Payment of \$25,000
14 for the Administrator's services in administering the Settlement.

15 13. PAGA Penalties. The Court finds the PAGA Penalties of \$125,000,
16 seventy-five percent (75%) of which (\$93,750) will be paid to the California Labor and
17 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
18 (25%) of which (\$31,250) will be distributed to Aggrieved Employees, on a pro rata basis, to be
19 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
20 provisions set forth in the Settlement Agreement.

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

26 a. The fairness of the Settlement is demonstrated by there being no
27 objections to and only three (3) requests for exclusion from the Settlement.

1 b. The fairness of the Settlement is further illustrated by the gross *average*
2 Individual Class Payment being approximately \$597.33, and the gross
3 *highest* Individual Class Payment being about \$4,743.33.

4 15. Funding the Gross Settlement Amount. Defendant shall begin funding the
5 Gross Settlement Amount by making twelve (12) installment payments. Once Defendant has
6 funded fifty percent (50%) of the Gross Settlement Amount (which is scheduled to occur on
7 September 15, 2025), the Administrator shall distribute fifty percent (50%) of the settlement
8 payments to the appropriate entities and persons. Once the Gross Settlement Amount has been
9 fully funded by Defendant, the Administrator shall distribute the other fifty percent (50%) of the
10 settlement payments to the appropriate entities and persons.

11 16. Uncashed Checks. Participating Class Members and Aggrieved
12 Employees must cash or deposit their settlement checks within one hundred eighty (180)
13 calendar days after the checks are mailed to them by the Administrator. Uncashed settlement
14 checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund.

15 17. Interim Compliance Hearing. The Court sets an interim compliance
16 hearing for January 23, 2026 at 8:30 a.m. in Department C-65. Plaintiff shall file a compliance
17 status report on or before January 9, 2026. Pursuant to Code of Civil Procedure section 384, the
18 compliance status report shall specify the total amount paid to Participating Class Members and
19 residual of the unclaimed settlement funds that will be paid to the entity identified as the
20 recipient of such funds in the Settlement Agreement.

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

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

5 a. Entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement
7 Agreement, and permanently enjoining Plaintiff from initiating or
8 pursuing related proceedings, or to ensure the fair and orderly
9 administration of the Settlement Agreement;

10 b. Enforcing the terms and provisions of the Settlement Agreement and
11 resolving any disputes, claims, or causes of action in this lawsuit that, in
12 whole or in part, are related to or arise out of the Settlement Agreement or
13 this Order and Judgment; and

14 c. Entering any other necessary or appropriate orders to protect and
15 effectuate this Court's retention of continuing jurisdiction.

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

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 **IT IS SO ORDERED.**

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9 DATED: 6/27/2015


HONORABLE MARK T. CUMBA
SUPERIOR COURT JUDGE

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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 mluna@justicelawcorp.com

On July 7, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Sofy v. A.J.M. Packaging Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-929286-23**
 Court Case No.: 37-2022-00050407-CU-OE-CTL
 San Diego County 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 July 7, 2025, at Pasadena, California.



Madison Luna