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

VERONICA CRUZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

KNIGHTSBRIDGE PLASTICS, INC., and
DOES 1 through 10, inclusive,

Defendant

Case No.: 23CV028294

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Michael
Markman, Dept. 23]*

**[REVISED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND JUDGMENT**

FINAL APPROVAL HEARING:

Date: December 5, 2024

Time: 10:00 a.m.

Dept.: 23

Reserv. ID: A-28294-001

Action filed: February 22, 2023

Trial date: Not set

**[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND JUDGMENT**

FILED
Superior Court of California
County of Alameda

12/12/2024

Clad Flike, Executive Officer / Clerk of the Court

By: *A. Tumorong* Deputy

A. Tumorong

1 **[REVISED PROPOSED] FINAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On July 17, 2024, the Court entered an Order Granting Plaintiff's Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, which granted conditional class certification and
5 approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Veronica Cruz ("Plaintiff") and Defendant Knightsbridge Plastics, Inc.
8 ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Amended
9 Class Action and PAGA Settlement and Class Notice (the "Settlement"). The Settlement was
10 attached as Exhibit 1 to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion
11 for Preliminary Approval of Class Action and PAGA Settlement that was filed on July 2, 2024. The
12 Court now has before it a Proposed Final Order and Judgment to finally approve the Settlement.

13 Due and adequate notice having been given to Class Members, and the Court having reviewed
14 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action and PAGA
15 Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings
16 had hereto, the record in this Action, and any oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. The Court, for purposes of this Final Order and Judgment, incorporates and adopts
19 all defined terms and provisions as set forth in the Settlement.

20 2. Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement,
21 including a motion for payment of Class Counsel Fees Payment, Class Counsel Costs Payment, Class
22 Representative Service Payment, Administration Expenses Payment, and the PAGA Penalties
23 (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved
24 as fair, reasonable, and adequate as to Class Members, came before Department 23 of this Court, the
25 Honorable Michael Markman presiding, on December 5, 2024.

26 3. The Court finds that the Settlement appears to have been made and entered into in
27 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
28 discovery and investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is

1 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and
2 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
3 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense,
4 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
5 offered; the extent of investigation and discovery completed; and the experience and views of Class
6 Counsel. The Court has further considered the absence of any objections to, and the absence of any
7 Requests for Exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's
8 Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms
9 herein.

10 4. The Court certifies, for settlement purposes only, the following Class ("Settlement
11 Class"): Plaintiff and all persons who worked for Defendant in California as an hourly, non-exempt
12 employee at any time during the Class Period. The "Class Period" means the period between
13 February 19, 2019, through May 5, 2024. Excluded from the Settlement Class are any Class Members
14 who opted out of the Settlement by sending the Administrator a valid and timely Request for
15 Exclusion pursuant to the instructions provided in the Class Notice.

16 5. Further, the Court certifies, for settlement purposes only, the following "Aggrieved
17 Employees": Plaintiff and all persons who worked for Defendant in California as an hourly, non-
18 exempt employee at any time during the PAGA Period. The "PAGA Period" means the period
19 between February 19, 2022, through May 5, 2024.

20 6. The Court finds that Plaintiff exhausted all administrative remedies required to bring
21 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
22 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
23 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
24 Development Agency ("LWDA") has been given timely notice of the Settlement, has not objected,
25 and is therefore bound by this Final Order and Judgment.

26 7. The deadline to request exclusion from or to submit written objections to the
27 Settlement was October 7, 2024 for the majority of the Class Members (October 21, 2024 for the
28 remaining Class Members). No Requests for Exclusion or written objections were received.

1 8. Notwithstanding the submission of a timely Request for Exclusion, Class Members
2 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
3 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
4 from the Settlement do not apply to the Released PAGA Claims.

5 9. The Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date
6 for Final Court Approval (the “Class Notice”), which was attached to the Preliminary Approval Order
7 as Exhibit A and was provided to the Class pursuant to the plan for distribution described under the
8 Settlement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and
9 constituted the best notice practicable under the circumstances, by providing individual and adequate
10 notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
11 fully satisfied the requirements of due process and provided the Class Members with adequate
12 instructions and a variety of means to obtain additional information.

13 10. A full opportunity has been afforded to Class Members to participate in the Final
14 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
15 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
16 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
17 all Class Members who did not request exclusion from the Settlement (“Participating Class
18 Members”) are bound by this Final Order and Judgment.

19 11. Release of Claims. The released claims will become effective upon the Court’s Final
20 Approval Order and Defendant’s payment of the Gross Settlement Amount and its employer-side
21 taxes to the Administrator.

22 a. Released Parties. “Released Parties” means: Defendant, and all present and
23 former parent companies, subsidiaries, related or affiliated companies,
24 shareholders, officers, directors, employees, agents, attorneys, insurers, and
25 successors and assigns of Defendant, and any individual or entity which could be
26 jointly liable with Defendant and its respective present and former parent
27 companies, subsidiaries, related or affiliated companies, shareholders, officers,
28 directors, employees, agents, attorneys, insurers, and successors and assigns.

1 b. Plaintiff's General Release. In exchange for the promises contained in this
2 Agreement, to the maximum extent waivable under applicable law, Class
3 Representative may not sue or bring any claim against any of the Released Parties
4 for any reason whatsoever. Specifically, Class Representative, to the maximum
5 extent waivable under applicable law, on behalf of herself and her heirs, personal
6 representatives, successors, spouses, registered domestic partners, children, and
7 assigns hereby releases and forever discharges Released Parties from any and all
8 claims, liens, demands, or liabilities whatsoever, whether known or unknown or
9 suspected to exist by Class Representative, which she ever had or may now have
10 against Released Parties, or any of them, arising at any time up to the date
11 Plaintiff's execution of the Memorandum of Understanding (February 2, 2024).
12 The claims that Class Representative, and her heirs, personal representatives,
13 successors, spouses, registered domestic partners, and children, waive above
14 include, but are not limited to, claims under contract law, common and statutory
15 law regarding employee benefits, tort law, defamation law, wrongful discharge
16 law, privacy rights, whistleblower protections, constitutional protections, the
17 California Fair Employment and Housing Act, and any similar state law (which
18 may include claims for age, race, color, ancestry, national origin, disability,
19 medical condition, marital status, sexual orientation, gender, gender identity,
20 gender expression, religious creed, genetic information, military and veteran
21 status, reproductive health decision-making, pregnancy, sex discrimination, and
22 harassment), the Federal Civil Rights Act of 1964 and 1991, as amended, the Age
23 Discrimination in Employment Act ("ADEA"), the Older Workers' Benefit
24 Protection Act, the Americans With Disabilities Act ("ADA"), the Employee
25 Retirement Income and Securities Act ("ERISA"), the Family and Medical Leave
26 Act ("FMLA"), the California Family Rights Act ("CFRA"), the Equal Pay Act,
27 the National Labor Relations Act ("NLRA"), the Labor Management Relations
28 Act ("LMRA"), the Fair Labor Standards Act ("FLSA"), any and all protections

1 pursuant to any Industrial Welfare Commission Order, and any and all claims
2 pursuant to the California Labor Code, including, but not limited to, all claims for
3 reimbursement of business expenses under Labor Code section 2802 and, all
4 claims for civil penalties under the Private Attorneys General Act of 2004, with
5 the sole exclusion of any claims for unemployment insurance with the State of
6 California, any claims against Defendant's workers' compensation insurance
7 carrier, any claims or actions to enforce the Settlement or this Agreement, and
8 any claims that cannot be waived under applicable law.

9 1) Waiver of Rights under California Civil Code § 1542. For purposes of
10 Plaintiff's General Release, Plaintiff expressly waives and relinquishes
11 the provisions, rights, and benefits, if any, of the California Civil Code
12 § 1542, which reads: A general release does not extend to claims that
13 the creditor or releasing party does not know or suspect to exist in his or
14 her favor at the time of executing the release and that, if known by him
15 or her, would have materially affected his or her settlement with the
16 debtor or released party. Plaintiff, being aware of this section, hereby
17 expressly waives and relinquishes all rights and benefits she may have
18 under this section as well as any other statutes or common law principles
19 of a similar effect. Plaintiff may hereafter discover facts in addition to
20 or different from those which she now knows or believes to be true, but
21 she stipulates and agrees that, upon the Effective Date and the
22 Settlement being fully funded, Plaintiff shall and hereby does fully,
23 finally, and forever settles and releases any and all claims against the
24 Released Parties, known or unknown, suspected or unsuspected,
25 contingent or non-contingent, whether or not concealed or hidden, which
26 now exist, or heretofore have existed, upon any theory of law or equity
27 and without regard to the subsequent discovery or existence of such
28 different or additional facts.

- 1 c. Released Class Claims by Participating Class Members. Plaintiff, on behalf of
2 herself and each Participating Class Member, acknowledges that this Settlement is
3 intended to include in its effect a full release of all claims and/or causes of action
4 against the Released Parties asserted in the Operative Complaint, or that could have
5 been in asserted in the Operative Complaint, based on the facts alleged in the
6 Operative Complaint under any federal, state or local law, Industrial Welfare
7 Commission Wage Order, or administrative order, including, but not limited to, the
8 failure to pay minimum wages, the failure to pay overtime compensation, the failure
9 to provide timely, uninterrupted meal periods (or meal period premiums in lieu
10 thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period
11 premiums in lieu thereof), the failure to indemnify necessary business expenses, the
12 failure to provide accurate itemized statements, the failure to timely pay wages
13 throughout employment, the failure to timely pay all wages upon separation of
14 employment, the failure to pay waiting-time penalties, and any other claims
15 whatsoever that were alleged in the Operative Complaint or which arise out of such
16 facts, including, without limitation, all related claims for restitution and other
17 equitable relief under Business and Professions Code §§ 17200, *et seq.*, liquidated
18 damages, punitive damages, attorneys' fees, costs, interest, and penalties, and
19 arising from their work for Defendant in California during the Class Period
20 ("Released Class Claims"). The Released Class Claims exclude any claims for
21 vested benefits, unemployment benefits, disability benefits, social security benefits,
22 or workers' compensation benefits that arose at any time, or any claims based on
23 occurrences outside of the Class Period.
- 24 d. Released PAGA Claims by Aggrieved Employees. Plaintiff and all Aggrieved
25 Employees (regardless whether they opt out of the settlement of the class claims)
26 release the Released Parties of all claims and/or causes of action for civil penalties
27 (and associated attorneys' fees, costs, and interest) under the PAGA that are based
28 on the claims for Labor Code violations (as set forth in Paragraph 5.2 of the

1 Settlement) and alleged in Plaintiff's PAGA Notice arising during their work for
2 Defendant in California during the PAGA Period ("Released PAGA Claims"). The
3 Released PAGA Claims exclude any claims for vested benefits, unemployment
4 benefits, disability benefits, social security benefits, or workers' compensation
5 benefits that arose at any time, or any claims based on occurrences outside of the
6 PAGA Period.

7 12. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 13. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
10 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
11 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
12 reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance
13 with the terms of the Settlement.

14 14. Defendant shall full fund the GSA (\$700,000.00), and also fund the amounts
15 necessary to fully pay its employer-share of payroll taxes owed on the Wage Portion of Individual
16 Class Payments, by transmitting the funds to the Administrator within thirty (30) calendar days of
17 the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the amounts owed
18 under the Settlement, the Administrator will mail checks for all Individual Class Payments, all
19 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
20 Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Class Representative Service
21 Payment.

22 15. A total amount of \$60,000.00 shall be allocated as PAGA Penalties from the GSA for
23 resolution of claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed as
24 follows: 25% (\$15,000.00) to Aggrieved Employees and 75% (\$45,000.00) to the LWDA.

25 16. The Court confirms the appointment of Plaintiff as the Class Representative, for
26 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Class
27 Member, the Court approves and orders a Class Representative Service Payment to Plaintiff in the
28 amount of \$7,500.00 from the GSA for her role and service as the Class Representative, for the risks

1 and work attendant to that role, and for her general release of claims, both known and unknown, and
2 waiver of section 1542 rights.

3 17. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
4 Mikat-Stevens of Moon Law Group, PC as Class Counsel, for settlement purposes only. The Court
5 approves and orders a Class Counsel Fees Payment to Class Counsel from the GSA in the amount of
6 \$210,000.00, for reasonable attorneys' fees, and a Class Counsel Litigation Costs Payment in the
7 amount of \$23,044.44, for reimbursement of actual litigation costs. The Court finds that these
8 amounts are reasonable considering the benefits provided to the Class and that the Class Counsel
9 Fees Payment comports with the Court's 30% benchmark. The Administrator shall retain 10% of the
10 attorneys' fees in an interest-bearing account, pending the submission and approval of a final
11 compliance status report after completion of the distribution process.

12 18. The Court confirms the appointment of Phoenix Settlement Administrators as the
13 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
14 the payment to the Administrator in the amount of \$7,500.00 from the GSA for its services and costs
15 of administration.

16 19. The Court confirms the designation of Legal Aid at Work as the appropriate *cy pres*
17 beneficiary of any uncashed settlement checks, pursuant to California Code of Civil Procedure
18 section 384. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
19 transmit the funds represented by such uncashed settlement checks to Legal Aid at Work.

20 20. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
21 Judgment will be given to the Class by the Administrator, who will post a copy of this Order of
22 Final Approval and Judgment on a website maintained by the Administrator, the address of which
23 was provided to Class Members in the Class Notice, for a period of at least ninety (90) calendar
24 days after entry.

25 21. This Final Order and Judgment is intended to be a final disposition of the Action in
26 its entirety and is intended to be immediately appealable.

27 22. The obligations set forth in the Settlement are deemed part of this Final Order and
28 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and

provisions.

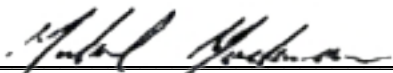
23. In accordance with California Rule of Court 3.769(h) and Code of Civil Procedure § 664.6, following entry of this Final Order and Judgment, and without affecting the finality thereof, the Court shall maintain jurisdiction over the Settlement.

24. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

25. The Court sets a Compliance Hearing re: Distribution on August 21, 2025¹ at 10:00 a.m. in Department 23 at the Rene C. Davidson Courthouse. Class Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five court days prior to the Compliance Hearing (with a courtesy copy delivered directly to the Department 23 clerk). No appearance is required at the Compliance Hearing if the Administrator's declaration filed prior to the hearing reports that all the distributions under the Settlement are complete.

IT IS SO ORDERED AND ADJUDGED.

DATE: 12/12/2024


The Honorable Michael Markman
Judge of the Superior Court, Alameda County
Michael Markman / Judge

¹ Counsel for the Parties propose the Compliance Hearing be set after November 6, 2025, to a date and time that the Court is available, to account for any objections made by or on behalf of Class Members at the final approval hearing. Alternatively, if no objections are presented by or at the hearing, the Parties propose the Compliance Hearing be set sooner, beginning on August 21, 2025.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[REVISÉD PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND JUDGMENT**

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~~[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.~~

Executed on **December 6, 2024**, at Los Angeles, California.

/s/ Jessica Partida
Signature