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

SEAN SMITH, in a Representative capacity
only, and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

TAP PLASTIC, INC., a California Corporation,
and DOES 1-10, inclusive,

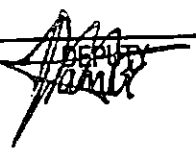
Defendants.

Case No. STK-CV-UOE-2023-0005825
Assigned to the Hon. Esmeralda Zendejas
**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 16, 2025
Time: 9:00 a.m.
Place: Department 11A

Complaint Filed: June 7, 2023
Trial Date: None Set


MAY 16 2025
Filed _____
STEPHANIE BOHRER, CLERK

By  _____

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement ("Motion"). Due and adequate notice having been given to Class Members as
4 required by the Court's Preliminary Approval Order, and the Court having reviewed the Motion and
5 supporting declarations, and determining that the settlement is fair, adequate and reasonable, and
6 otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS**
7 **FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or
13 "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendant as non-
26 exempt, hourly paid employees in the State of California at any time from March 21, 2022 through June
27 27, 2024.

28 11. Plaintiff Sean Smith is an adequate and suitable representative and is hereby appointed

1 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
3 Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of his employment with Defendant.

7 13. The Court finds that the attorneys at Sullivan & Yaeckel Law Group, APC and
8 Capstone Law APC have the requisite qualifications, experience, and skill to protect and advance the
9 interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and
10 ethical obligations attendant to the position of Class Counsel, and hereby appoints Sullivan & Yaeckel
11 Law Group, APC and Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$30,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$22,500, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$7,500, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$88,333 in attorneys' fees and \$8,807.26 in costs and expenses
17 to Class Counsel. The Court finds that the requested award of attorneys' fees is reasonable for a
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
20 via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates
21 are reasonable. The award of attorneys' fees and costs will be divided as follows: (i) \$61,833.10 in
22 attorneys' fees and \$8,102.92 in litigation costs to Sullivan & Yaeckel Law Group, APC; and (ii)
23 \$26,499.90 in attorneys' fees and \$704.34 in litigation costs to Capstone Law APC.

24 16. The Court approves settlement administration costs and expenses in the amount of
25 \$5,300 to ILYM Group, Inc.

26 17. All Class Members were given a full and fair opportunity to participate in the Approval
27 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
28 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed

1 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
2 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
3 Members have released and forever discharged the Released Parties for any and all Released Class
4 Claims during the Class Period:

5 All claims, rights, demands, liabilities, and causes of action, reasonably arising
6 from, or reasonably related to, the same set of operative facts as those set forth in
7 the operative complaint during the Class Period, including: (a) all claims for unpaid
8 overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid
9 minimum wages; (d) all claims for the failure to timely pay wages upon
10 termination based on the preceding claims; (e) all claims for the failure to
11 reimburse for necessary business expenses; (f) all claims for the failure to timely
12 pay wages during employment based on the preceding claims; (g) all claims for
13 wage statement violations based on the preceding claims; and (h) all claims
14 asserted through California Business & Professions Code §§ 17200, *et seq.*

15 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
16 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for
17 civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have
18 been brought based on the same facts alleged in Plaintiff's LWDA letter and/or the operative complaint
19 during the PAGA Period.

20 19. Judgment in this matter is entered in accordance with the above findings.

21 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
22 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
23 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
24 the terms of the Judgment entered herein. This document shall constitute a judgment (and separate
25 document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

26 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

27 Dated: 5-16-25

28 Esmeralda Zendejas
Hon. Esmeralda Zendejas
San Joaquin County Superior Court Judge

29 Compliance Hearing set Dec. 22, 2026 at 9AM, 11A. Upon completion
30 of administration of the Settlement, the Settlement Administrator or Class
31 Counsel shall provide written certification to the Court and counsel for the Parties,
32 which shall be filed no later than December 15, 2026. If the certification is
33 not filed, parties must appear at the December 22, 2026 compliance hearing.