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Attorneys for Plaintiff

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

MATTHEW SMITH, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

NOVIPAX LLC, a Delaware limited liability
company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 23STCV04784

Assigned for All Purposes to:
Honorable David S. Cunningham III
Department 11

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: January 22, 2026
Hearing Time: 9:00 a.m.
Hearing Place: Department 11

Complaint Filed: March 3, 2023
FAC Filed: May 16, 2023
SAC Filed: July 20, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/22/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

1 The Court, having read the papers filed regarding Plaintiff Matthew Smith’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Amended Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On June 20, 2025, Plaintiff and Defendant Novipax Buyer, LLC (“Defendant”) entered
6 the Settlement Agreement.

7 On July 7, 2025, the Court entered an order preliminarily approving the settlement of this
8 lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section 382
9 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class
10 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
11 and scheduling a Final Approval Hearing.

12 On January 22, 2026, the Court held a Final Approval Hearing.

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

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
21 grant 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. Accordingly, the Court certifies the Class consisting of all hourly-paid, non-exempt
25 employees of Defendant within the State of California who did not execute a Separation and
26 Release Agreement in conjunction with the cessation of Defendant’s California operations at any
27 time during the period from March 3, 2019, through July 28, 2023 (“Class,” “Class Members,”
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and “Class Period”). There are ninety-four (94) 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 in entering and implementing the Settlement Agreement 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 the Class Members have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order. The Court finds that the Class Notice:

- a. Constitutes notice reasonably calculated to apprise the Class Members of:
 - (i) the 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) the binding effect of the orders and judgment in this lawsuit on all the 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 the Class Members under the circumstances of this lawsuit; and
- d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm’s-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

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

3 8. Binding Effect. The terms and provisions of the Agreement and this Order
4 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

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

11 a. Release by the Aggrieved Employee. Effective on the date when
12 Defendant fully funds the Gross Settlement Amount and funds all
13 employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments or the Effective Date, whichever is later, all the Participating
15 and Non-Participating Class Members, who are Aggrieved Employees, are
16 deemed to release, on behalf of themselves and their former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, the Released Parties from the Released PAGA Claims.

19 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
20 Gross Settlement Amount and funds all employer payroll taxes owed on
21 the Wage Portion of the Individual Class Payments or the Effective Date,
22 whichever is later, Plaintiff and his former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns generally releases and discharges the Released Parties from the
25 Plaintiff's Release. Plaintiff expressly waives and relinquishes the
26 provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

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c. Released Parties. The Released Parties include Defendant and its past and present parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all their past and present stockholders, owners, officers, directors, managers, employees, agents, and representatives.

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$250,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$83,333.33, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs of \$18,322.60, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review Class Counsel Fees Payments and only award so much as determined reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$83,333.33 (1/3 of the Gross Settlement Amount) are supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this litigation, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court finds that the Class Counsel Fees Payment is reasonable and is approved.

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- b. The Court has reviewed the Declaration of Douglas Han regarding costs expended in prosecuting this case. Pursuant to the Settlement Agreement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court approves the Class Counsel Litigation Expenses Payment of \$18,322.60 as reimbursement of Class Counsel's litigation costs.

12. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500, to be paid 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 Settlement Agreement.

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

- b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's involvement in this case. Given the risks inherent in serving as the class representative, duration of the case, time involved, and benefits created for the Class, the Court approves the Class Representative Service Payment of \$7,500 to be paid to Plaintiff.

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$5,990, to be paid to the Administrator from the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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- 1 a. The Court has reviewed the Declaration of Ryan McNamee from Apex
2 Class Action Administration, the Court-approved Administrator. The
3 Court finds that notice provided to the Class pursuant to the Preliminary
4 Approval Order constitutes the best practicable notice to the Class
5 Members and satisfied due process. The Court approves the
6 Administration Expenses Payment of \$5,990 for the Administrator's
7 services in administering the Settlement Agreement.

8 14. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000,
9 seventy-five percent (75%) of which (\$15,000) will be paid to the California Labor and
10 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
11 (25%) of which (\$5,000) will be distributed to the Aggrieved Employees, on a pro rata basis, to
12 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
13 provisions set forth in the Settlement Agreement.

14 15. Fairness of the Settlement Agreement. As noted in the Preliminary
15 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
16 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
17 negotiations following litigation, discovery, and exchange of documentation. The negotiations
18 were facilitated with the aid of Jason Marsili, an experienced, well-respected mediator.

- 19 a. There were no objections and no requests for exclusion, demonstrating the
20 fairness of the Settlement Agreement.

- 21 b. The fairness of the Settlement Agreement is further shown by the gross
22 *average* Individual Class Payment being approximately \$1,221.85, and the
23 *gross highest* Individual Class Payment being about \$7,199.81.

24 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
25 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
26 Individual Class Payments by transmitting the funds to the Administrator no later than fourteen
27 (14) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant
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1 fully funds the Gross Settlement Amount, the Administrator will mail the settlement checks to
2 the appropriate entities and persons.

3 17. Uncashed Checks. The Class Members must cash or deposit their
4 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
5 Uncashed settlement checks will be canceled and transmitted to the California Controller's
6 Unclaimed Property Fund in the name of the Class Member.

7 18. Non-Appearence Case Review. The Court sets a non-appearance case
8 review on ~~September 24, 2026~~ ^{January 22, 2027} in Department 11. A compliance status report shall be filed no
9 later than five (5) court days before this hearing. Pursuant to Code of Civil Procedure section
10 384, the compliance status report shall specify the total amount paid to the Participating Class
11 Members and residual of unclaimed settlement funds that will be paid to the entity identified as
12 the recipient of such funds in the Settlement Agreement.

13 19. Modification of the Agreement. The Agreement may be amended or
14 modified only by a written instrument signed by all Parties and their counsel or their
15 representatives/successors-in-interest. Such amendments or modifications shall be consistent
16 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

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

- 21 a. Entering such additional orders as may be necessary or appropriate to
22 protect or effectuate this Order and Judgment approving the Settlement
23 Agreement, and permanently enjoining Plaintiff from initiating or
24 pursuing related proceedings, or to ensure the fair and orderly
25 administration of the Settlement Agreement;

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- 1 b. Enforcing the terms and provisions of the Settlement Agreement and
2 resolving any disputes, claims, or causes of action in this lawsuit that, in
3 whole or in part, are related to or arise out of the Settlement Agreement or
4 this Order and Judgment; and
5 c. Entering any other necessary or appropriate orders to protect and
6 effectuate this 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 Agreement forthwith.

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

16 IT IS SO ORDERED.

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18 DATED: 01/22/2026



A handwritten signature in black ink, reading "David S. Cunningham III".

David S. Cunningham III / Judge
HONORABLE DAVID S. CUNNINGHAM III
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, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On January 22, 2026, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Smith v. Novipax, LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-939892-23**
Court Case No.: 23STCV04784
Los Angeles 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

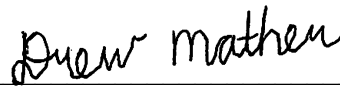
[X] BY ELECTRONIC SUBMISSION

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 January 22, 2026, at Pasadena, California.



Drew Mather