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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 15 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

JOSUE RUBEN BALLEs, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GRAPHIC PACKAGING INTERNATIONAL,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: 30-2023-01330869-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. David A. Hoffer, Dept CX103]

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

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff Josue Ruben Balles,
and (4) the Declaration of Cassandra Polites]*

Action Filed: June 12, 2023

Trial Date: Not set

1 **[AMENDED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT¹**

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

3 On March 7, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Josue Ruben Balles ("Plaintiff") and Defendant
8 Graphic Packaging International, LLC ("Defendant") (together with Plaintiff, the "Parties"), in
9 accordance with the Parties' First Amendment to Joint Stipulation of Class Action and PAGA
10 Representative Action Settlement Agreement (the "Settlement"). The Settlement was attached as
11 **Exhibit A** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for
12 Preliminary Approval of Class Action Settlement (ROA 50) (the "Declaration of Kane Moon").

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of the Class Counsel Fees Payment and Class Counsel
15 Litigation Expenses Payment, the Class Representative Service Payment, the Administration
16 Expenses Payment, and the PAGA Penalties, and whether the Settlement should be finally approved
17 as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"),
18 as well as a [Proposed] Final Approval Order and Judgment.

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

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

24 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
25 and definitions as set forth in the Settlement.

26
27 _____
28 ¹ Counsel for Plaintiff and Defendant have reviewed and approve of this [Proposed] Order
and Judgment.

1 2. Plaintiff's Motion for Final Approval came before Department CX103 of this Court,
2 the Honorable David A. Hoffer presiding, on August 8, 2025.

3 3. The Court finds that the Settlement was made and entered into in good faith, the terms
4 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
5 investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of
6 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
7 meets the requirements for final approval. In so finding, the Court has considered all the evidence
8 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
9 complexity of the claims presented; the likely duration of further litigation; the settlement amount
10 offered; the extent of investigation and discovery completed; and the experience and views of Class
11 Counsel. The Court has further considered the absence of any objections and the one Request for
12 Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for
13 Final Approval and enters **JUDGMENT** in accordance with the terms herein.

14 4. The Court certifies, for settlement purposes only, the following class (the "Settlement
15 Class"): All persons currently or formerly employed by Defendant, either directly or through any
16 subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt,
17 hourly-paid employees during the Class Period in the State of California. The Class Period means
18 the period from June 12, 2022 to September 28, 2024. Excluded from the Settlement Class are all
19 persons who opt out of the Settlement by sending the Administrator a valid and timely Request for
20 Exclusion.

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

25 6. The Released PAGA Claims shall bind the following individuals ("Aggrieved
26 Employees"): All persons currently or formerly employed by Defendant, either directly or through
27 any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt,
28 hourly-paid employees during the PAGA Period in the State of California. The PAGA Period means

1 the period from June 12, 2022 to September 28, 2024.

2 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
3 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
4 with respect to the Released PAGA Claims being released under the Settlement. The Court further
5 finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
6 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
7 therefore bound by this Final Approval Order and Judgment.

8 8. The deadline to submit a Request for Exclusion or to submit written objections to the
9 Settlement was June 30, 2025.

10 9. One Request for Exclusion was received from Edgar Fajardo. Accordingly, this
11 individual is excluded from the Settlement Class, and 911 Class Members remain in the Settlement
12 Class and are bound by this Final Approval Order and Judgment.

13 10. The Court finds that a full opportunity has been afforded to Class Members to object
14 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
15 opportunity to object to the Settlement. No written objections were received, and no Class Members
16 appeared at the Final Approval Hearing to present any objections.

17 11. The Amended Court Approved Notice of Class Action Settlement and Hearing Date
18 of Final Court Approval (the "Class Notice"), which was attached to the Declaration of Kane Moon
19 as Exhibit B, and the Work Week Dispute Form and Exclusion Form, which were attached as Exhibit
20 3 and Exhibit 4 to the Settlement, respectively, were provided to the Settlement Class in English and
21 Spanish pursuant to the plan for distribution described under the Settlement, conformed with the
22 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
23 practicable under the circumstances, by providing individual and adequate notice of the proceedings
24 and of the matters set forth therein to Settlement Class Members. The Class Notice fully satisfied the
25 requirements of due process and provided the Settlement Class Members with adequate instructions
26 and a variety of means to obtain additional information.

27 12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
28 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,

1 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
2 follows:

3 a. **“Released Parties”** means: Defendant and any agents, officers, directors,
4 stockholders, parent corporations, subsidiaries, affiliates, partners, attorneys,
5 predecessors and successors in interest, insurers, and assigns, and all other legal
6 entities.

7 b. **Release by Participating Class Members:** All Participating Class Members, on
8 behalf of themselves and their respective former and present representatives,
9 agents, attorneys, heirs, administrators, successors, and assigns, release Released
10 Parties from those claims asserted in the Action or any other claims that could have
11 been asserted in the Action based on the facts alleged in the Operative Complaint,
12 including but not limited to, unpaid minimum wages; unpaid overtime wages
13 (including, but not limited to, any claims for “off the clock work” and/or not
14 factoring bonuses or shift differentials into the regular rate of pay); failure to
15 provide meal and rest breaks; failure to pay wages timely at termination; failure to
16 reimburse business expenses; failure to provide accurate itemized wage statements;
17 and unfair business practices, arising during the Class Period.

18 c. **Release by Non-Participating Class Members Who Are Aggrieved Employees:**
19 All Non-Participating Class Members who are Aggrieved Employees are deemed
20 to release, on behalf of themselves and their respective former and present
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
22 Released Parties from all claims for PAGA penalties arising during the PAGA
23 Period that were alleged, or reasonably could have been alleged, based on the facts
24 stated in the Operative Complaints, and the PAGA Notice.

25 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
28 the methodology used to calculate Individual Class Payments to Participating Class Members and

1 Individual PAGA Payments to Aggrieved Employees are fair and reasonable. Thus, the Court
2 authorizes the Administrator to calculate and pay settlement payments in accordance with the terms
3 of the Settlement.

4 15. Defendant is ordered to fully fund the Gross Settlement Amount (\$650,000.00), and
5 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
6 funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

7 16. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the
8 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
9 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
10 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
11 Payment.

12 17. A total amount of \$60,000.00 shall be allocated as PAGA Penalties payable from the
13 Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows:
14 75% (\$45,000.00) to the LWDA and 25% (\$15,000.00) to Aggrieved Employees.

15 18. The Court finds Plaintiff has adequately represented the Settlement Class and
16 therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes
17 only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member
18 and Aggrieved Employee, the Court approves and orders a service payment to Plaintiff in the amount
19 of \$5,000.00 (the "Class Representative Service Payment"), payable from the Gross Settlement
20 Amount, for his role and service as the Class Representative and for the risks and work attendant to
21 that role.

22 19. The Court confirms the appointment of Kane Moon, Allen Feghali, and Hyunjin Kim
23 of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
24 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other
25 Settlement Class Members, or the Administrator, and have adequately represented Settlement Class
26 interests. The Court approves and orders the payments to Class Counsel, payable from the Gross
27 Settlement Amount, of \$195,000.00 for reasonable attorneys' fees, and of \$23,017.59, for
28 reimbursement of out-of-pocket litigation costs. The Court finds that these amounts are reasonable

1 considering the benefits provided to the Settlement Class.

2 20. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
3 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
4 the payment to the Settlement Administrator of **\$9,950.00**, payable from the Gross Settlement
5 Amount, for settlement administration.

6 21. The Court confirms the designation of Free to Thrive as the appropriate *cy pres*
7 beneficiary of any uncashed settlement checks, pursuant to California Code of Civil Procedure
8 section 384. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
9 transmit the funds represented by such uncashed settlement checks to San Diego Volunteer Lawyer
10 Program, fka Free to Thrive.

11 22. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
12 Order and Judgment will be given to the Settlement Class by the Administrator, who will post an
13 electronic copy on its website for no less than 180 calendar days following entry thereof.

14 23. This Final Approval Order and Judgment are intended to be a final disposition of
15 the Action in its entirety and are intended to be immediately appealable.

16 24. The obligations set forth in the Settlement are deemed part of this Final Approval
17 Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement
18 according to its terms and provisions.

19 25. Without affecting the finality thereof, pursuant to California Code of Civil Procedure
20 section 664.6, the Court shall jurisdiction over the Parties, Action, and the Settlement solely for
21 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
22 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

28 27. The Court sets a Final Report Hearing on **June 5, 2026 at 1:30 p.m. in Department**

1 **CX103.** Class Counsel shall submit a final administrator's report at least sixteen (16) calendar days
2 before the Final Report Hearing addressing the status of the settlement administration, including
3 the actual amounts paid to the Settlement Class and the other amounts distributed under the
4 Settlement, including any uncashed checks.

5 **IT IS SO ORDERED AND ADJUDGED.**

6 DATE: 11/15/25

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Hon. David A. Hoffer
8 Judge of the Superior Court, Orange County
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA _____)
3 _____) ss
4 COUNTY OF LOS ANGELES _____)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On ~~October 15, 2025~~ October 13, 2025, I served the foregoing
8 document described as:

9 **[AMENDED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS**
10 **ACTION AND PAGA SETTLEMENT AND JUDGMENT**

11 X by placing _____ the original X a true copy thereof enclosed in sealed envelope(s) addressed
12 as follows:

13 **FISHER & PHILLIPS LLP**
14 **DANIELLE HULTENIUS MOORE (SBN 232480)**
15 **E-MAIL: DMOORE@FISHERPHILLIPS.COM**
16 **BENJAMIN P. CARNEY (SBN 317206)**
17 **E-MAIL: BCARNEY@FISHERPHILLIPS.COM**
18 **4747 EXECUTIVE DRIVE, SUITE 1000**
19 **SAN DIEGO, CALIFORNIA 92121**
20 **TELEPHONE: (858) 597.9600**
21 **FACSIMILE: (858) 597.9601**

22 **ATTORNEYS FOR DEFENDANT, GRAPHIC PACKAGING INTERNATIONAL, LLC**

23 ☒ **BY E-MAIL: I hereby certify that this document was served from Los Angeles,**
24 **California, by e-mail delivery on the parties listed herein at their most recent known**
25 **e-mail address or e-mail of record in this action.**

26 X (State) I declare under penalty of perjury under the laws of the State of California
27 that the above is true and correct.

28 Executed on ~~October 15, 2025~~ October 13, 2025, at Los Angeles, California.

29 Steven Delgado _____ /s/ Steven Delgado
30 Name Signature