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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**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. Randall J. Sherman, Dept CX105]

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

*[Filed with the Memorandum of Points and  
Authorities, and Declarations of Kane Moon  
and Plaintiff in Support of Motion for  
Preliminary Approval]*

CONTINUED PRELIMINARY APPROVAL  
HEARING

Date: March 7, 2025

Time: 10:00 AM

Dept. CX105

1           The Court has before it Plaintiff Josue Ruben Balles's ("Plaintiff") Motion for  
2 Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion for  
3 Preliminary Approval of Class Action and PAGA Settlement, the Declaration of Kane Moon,  
4 the Declaration of Plaintiff, the Class Action and PAGA Settlement Agreement and Class  
5 Notice between Plaintiff and Defendant (which is referred to here as the "Settlement  
6 Agreement"), and good cause appearing, the Court hereby finds, and orders as follows:

7           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary  
9 approval. The Court grants preliminary approval of the Settlement, the First Amendment, and  
10 the Settlement Class based upon the terms set forth in the Settlement Agreement attached hereto  
11 as Exhibit 1. The Court preliminarily finds that the terms of the Settlement appear to be within  
12 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and  
13 applicable law.

14           2.       The Settlement falls within the range of reasonableness of a settlement which  
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
16 subject only to any objections that may be raised at the Final Approval Hearing and final  
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of  
18 \$650,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)  
19 PAGA Penalties in the amount of \$60,000.00 pursuant to the Private Attorneys General Act of  
20 2004 ("PAGA") and distributed as follows: 25% (\$15,000.00) to the Aggrieved Employees and  
21 75% (\$45,000.00) the State of California, Labor & Workforce Development Agency; (c) a Class  
22 Representative Service Payment of up to \$7,500.00 for Plaintiff; (d) a Class Counsel Fees  
23 Payment, not to exceed one-third (1/3) of the Gross Settlement Amount (\$216,666.66), and up  
24 to \$30,000.00 as Class Counsel Litigation Expenses Payment for actual litigation expenses  
25 incurred by Class Counsel; and (e) an Administration Expenses Payment of up to \$12,000.00.

26           3.       The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
27 reasonable to the class members when balanced against the probable outcome of further  
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such  
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
4 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as  
5 the result of intensive, serious, and non-collusive negotiations between the Parties.  
6 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in  
7 good faith.

8 4. A final approval hearing on the question of whether the proposed settlement,  
9 attorneys' fees and costs to Class Counsel, and the Class Representative's Service Payment  
10 should be finally approved as fair, reasonable and adequate as to the members of the class is  
11 hereby set in accordance with the Implementation Schedule set forth below.

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

19 6. Effective on the date when Defendant fully funds the entire Gross Settlement  
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
21 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released  
22 Parties as follows:

23 a. **"Released Parties"** means: Defendant and any agents, officers, directors,  
24 stockholders, parent corporations, subsidiaries, affiliates, partners, attorneys,  
25 predecessors and successors in interest, insurers, and assigns, and all other legal  
26 entities.

27 b. **Release by Participating Class Members:** All Participating Class Members, on  
28 behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from those claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged in the Operative Complaint, including but not limited to, unpaid minimum wages; unpaid overtime wages (including, but not limited to, any claims for “off the clock work” and/or not factoring bonuses or shift differentials into the regular rate of pay); failure to provide meal and rest breaks; failure to pay wages timely at termination; failure to reimburse business expenses; failure to provide accurate itemized wage statements; and unfair business practices, arising during the Class Period.

**c. Release by Non-Participating Class Members Who Are Aggrieved Employees:**

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

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints, for settlement purposes only, Josue Ruben Balles, as Class Representative.

9. The Court appoints, for settlement purposes only, Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, PC, as Class Counsel. The Court further preliminary

approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$216,666.66), and costs not exceeding \$30,000.00.

10. The Court appoints ILYM Group, Inc. as the Administrator with reasonable administration costs estimated not to exceed \$12,000.00.

11. The Court approves, as to form and content the Amended Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Notice") attached as Exhibit 2 to the Amended Settlement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Agreement.

13. Any class member who does not request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

|                                                                 |                                                                                                                                       |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Defendant to provide Class Data to the Settlement Administrator | Within 30 days of preliminary approval                                                                                                |
| Administrator to mail the Notice Packets by First Class Mail    | Within 14 days of receipt of the Class Data                                                                                           |
| Response Deadline                                               | 60 days after mailing; in the case of a re-mailed Notice, the Response Deadline will be extended by 14 days for any re-mailed notices |
| Deadline to file Motion for Final Approval                      |                                                                                                                                       |
| Final Approval Hearing                                          |                                                                                                                                       |

1           15.     The Court reserves the right to continue the date of the Final Approval Hearing  
2 without further notice to Class Members.

3           16.     The Court further orders that, pending further order of this Court, all proceedings  
4 in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

5           17.     The Settlement Agreement is preliminarily approved but is not an admission by  
6 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or  
7 of any violation of law. Neither the Settlement Agreement nor any related document shall be  
8 offered or received in evidence in any civil, criminal, or administrative action or proceeding other  
9 than as may be necessary to consummate or enforce the Settlement Agreement.

10          18.     The obligations set forth in the Settlement Agreement are deemed part of this Order.

11           **IT IS SO ORDERED.**

12  
13          DATE:

\_\_\_\_\_  
14          Hon. Randall J. Sherman  
15          Judge of the Orange County Superior Court  
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los  
5 Angeles, California 90017. On **February 19, 2025**, I served the foregoing document described  
6 as:

7 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**  
8 **OF CLASS ACTION and PAGA SETTLEMENT**

9 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
10 addressed as follows:

11 Attorneys for Defendant

12 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the  
13 parties to accept electronic service, I caused the documents to be sent to the persons  
14 at the electronic service addresses listed above via third-party cloud service **CASE**  
15 **ANYWHERE.** I did not receive an error message.

16 I declare under penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct.

18 Executed this, **February 19, 2025** at Los Angeles, California.

19 \_\_\_\_\_  
20 Type or Print Name

21 \_\_\_\_\_  
22 Signature