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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 07 2025

BY 
LILIANA MARISCAL, DEPUTY

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

FREDERICK EVANS and BRENDON
SIMPSON, individually, and on behalf of other
members of the general public similarly
situated;

Plaintiff,

v.

TRANSCONTINENTAL ONTARIO INC., a
California corporation; TC
TRANSCONTINENTAL PACKAGING INC.,
a Delaware corporation; TC
TRANSCONTINENTAL U.S.A. INC., a New
York corporation; and DOES 1 through 100,
inclusive;
Defendants.

FREDERICK EVANS and BRENDON
SIMPSON, individually, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

TRANSCONTINENTAL ONTARIO INC., a
California corporation; TC
TRANSCONTINENTAL PACKAGING INC.,
a Delaware corporation; TC
TRANSCONTINENTAL U.S.A. INC., a New
York corporation; and DOES 1 through 100,
inclusive;
Defendants.

Case No.: CIVSB2317702
[Consolidated with Case No. CIVSB2331552]

Assigned for All Purposes to:
Honorable Jeffrey R. Erickson
Department S-14

CLASS ACTION

**[PROPOSED] AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: January 7, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department S-14

Complaint Filed: July 31, 2023
Trial Date: None Set

Case No.: CIVSB2331552
[Consolidated with Case No. CIVSB2317702]

Assigned for All Purposes To:
Honorable Thomas S. Garza
Department S-27

Complaint Filed: December 4, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Frederick Evans and Brendon
2 Simpson's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering
3 the papers submitted in support of the motion, including the Joint Stipulation and Settlement
4 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On or about April 22, 2024, Plaintiffs and Defendants Transcontinental Ontario Inc., TC
6 Transcontinental Packaging Inc., and TC Transcontinental U.S.A. Inc. ("Defendant") entered the
7 Settlement Agreement to settle this lawsuit.

8 On September 9, 2024, the Court entered an order preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
11 the Class Members with an opportunity to object to the Settlement or exclude themselves from
12 the Class, and scheduling a Final Approval Hearing.

13 On January 7, 2025, the Court held a Final Approval Hearing to determine whether to
14 give final approval to the Settlement of this lawsuit.

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

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process. The
25 Court certifies the Class consisting of all current and former hourly-paid or non-exempt
26 employees employed by Defendant within the state of California at any time between July 31,
27 2019 and May 15, 2024 ("Class," "Class Members," and "Class Period"). There are two hundred
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eight (208) Class Members who did not submit valid and timely requests to exclude themselves from the class portion of the Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for the purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds that the Class Notice and Exclusion Form (collectively, the “Notice Packet”) and its distribution to the Class Members were implemented pursuant to the Settlement Agreement and Preliminary Approval Order. The Court also finds that the Notice Packet:

- a. Constitutes notice reasonably calculated to apprise the Class Members of: (i) 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) 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 the Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

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¹ The Administrator mailed Class Notices to two hundred twelve (212) and received four (4) requests for exclusion. As a result, there are two hundred eight (208) Participating Class Members.

1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

15 9. Release by Participating Class Members. Upon the Effective Final Settlement
16 Date, each Participating Class Member shall release Defendant and the Released Parties, and
17 each of them, from the Released Class Claims.

18 a. Release by Aggrieved Employee. As of the Effective Final Settlement Date,
19 Plaintiffs, LWDA, and any other representative, proxy, or agent thereof,
20 including, but not limited to, any and all Aggrieved Employees during the PAGA
21 Period, are forever barred from pursuing any action for civil penalties under
22 PAGA, or any of the Released PAGA Claims against, the Released Parties based
23 on or arising out of alleged violations of Labor Code sections alleged in the
24 Complaint and PAGA Notice.

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1 b. Released by Plaintiffs. As of the Effective Final Settlement Date, and in exchange
2 for the Class Representative Enhancement Payments to each Plaintiff, in
3 recognition of their work and effort in obtaining the benefits for the Class and
4 undertaking the risk for the payment of costs if this matter had not successfully
5 resolved, Plaintiffs provides a general release of claims for themselves and their
6 spouses, heirs, successors, and assigns. Plaintiffs' Release of Claims also includes
7 a waiver of Civil Code section 1542.

8 c. Released Parties. The Released Parties include Defendant and its parents,
9 shareholders, members, predecessors, successors, all affiliates, subsidiaries,
10 officers, directors, members, agents (including any investment bankers,
11 accountants, insurers, reinsurers, attorneys, and any past, present, or future
12 officers, directors, and employees), employees, and stockholders.

13 10. Class Representative Enhancement Payments. The Court finds that the Class
14 Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff out
15 of the Gross Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class
16 Representative Enhancement Payments are to be paid pursuant to the terms and provisions set
17 forth in the Settlement Agreement.

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

24 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
25 risks inherent in the services as the class representatives, duration of the case and
26 time involved, and benefits created for the Class, the Court approves the payment
27 of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.
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1 11. Attorney Fee Award and Cost Award. The Court finds that the Attorney Fee
2 Award of \$297,500, to be paid by Defendant to Class Counsel out of the Gross Settlement
3 Amount, to be reasonable and appropriate. The Court finds that the Cost Award as
4 reimbursement for actual litigation costs incurred of \$14,394.07, to be paid by Defendant to
5 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees
6 and costs are to be paid pursuant to the terms and provisions set forth in the Settlement
7 Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses,
8 costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or
9 Class Members. Defendant shall also not be required to pay for any other attorneys' fees and
10 expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or
11 related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or
12 Released Class Claims and Released PAGA Claims.

13 a. The Court has an independent right and responsibility to review the Attorney Fee
14 Award and only award so much as it determines reasonable. (*Garabedian v. Los*
15 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The
16 Attorney Fee Award of \$297,500 is thirty-five percent (35%) of the common fund
17 created for the benefit of the Class and is supported by use of the percentage-fee
18 method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
19 Considering the results achieved, financial risk undertaken, difficult nature of this
20 litigation, skills required, percentage fees award in previous and other cases, and
21 contingent fees charged in the marketplace, the Court finds that the Attorney Fee
22 Award is consistent with the marketplace, is reasonable, and is approved.

23 b. The Court reviewed the Declaration of Douglas Han regarding the costs expended
24 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
25 seek reimbursement of up to \$20,000 in litigation costs. The Court finds that
26 Class Counsel expended \$14,394.07 in litigation costs and that such costs were
27 reasonable. The Court approves the payment of the Cost Award of \$14,394.07
28 from the common fund for the reimbursement of Class Counsel's litigation costs.

1 12. Administration Costs. The Court finds that the Administration Costs of \$8,750, to
2 be paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
3 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
4 provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the Declaration of Lluvia Islas from Phoenix Class Action
6 Administration Solutions, the Settlement Administrator. The Court finds that
7 notice was provided to the Class pursuant to the Preliminary Approval Order,
8 constitutes the best practicable notice to the Class, and satisfied due process. The
9 Court approves the payment of the Administration Costs of \$8,750 for the
10 Settlement Administrator's services in administering the Settlement.

11 13. PAGA Payment. The Court finds that the PAGA Payment of \$50,000, seventy-
12 five percent (75%) of which (\$37,500) will be paid to the California Labor and Workforce
13 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
14 which (\$12,500) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be
15 reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
16 provisions set forth in the Settlement Agreement.

17 14. Funding the Settlement. No later than the Effective Final Settlement Date,
18 Defendant shall provide any tax information available to Defendant that the Settlement
19 Administrator may need to calculate each Participating Class Members' Individual Settlement
20 Shares. No later than the Effective Final Settlement Date, Defendant shall deposit the Gross
21 Settlement Amount by wiring the funds to the Settlement Administrator as well as any additional
22 sums necessary to account for the employers' share of payroll taxes. Within fourteen (14)
23 calendar days after the funding of the Settlement, the Settlement Administrator shall calculate
24 and disburse all payments due under the Settlement Agreement.

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1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
5 Michael Ludwig, an experienced and well-respected mediator.

6 a. The fairness of the Settlement is demonstrated by there being no objections to and
7 only four (4) requests for exclusion from the Settlement.

8 b. The fairness of the Settlement is illustrated by the gross *average* Individual
9 Settlement Share being approximately \$2,208.44, and the gross *highest* Individual
10 Settlement Share being about \$6,923.02.

11 16. Uncashed Checks. The Class Members must cash or deposit their settlement
12 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
13 Uncashed settlement checks will be canceled and transmitted to the California Controller's
14 Unclaimed Property Fund in the name of the Class Member.

15 17. Modification of Agreement. The Participating Class Members are authorized to
16 agree to and adopt amendments to or modifications of the Agreement by an express written
17 instrument signed by counsel for all Parties or their successors-in-interest and approved by the
18 Court. Such amendments or modifications shall be consistent with this Order and Judgment and
19 cannot limit the rights of the Participating Class Members under the Agreement.

20 18. Final Accounting and Compliance. The Court sets a compliance hearing on
21 September 5, 2025 in Department S-14. Within five (5) court days before this hearing, a
22 compliance status report shall be filed. Pursuant to Code of Civil Procedure section 384, the
23 compliance status report shall specify the total amount paid to the Class Members and the
24 residual of the unclaimed settlement funds that will be paid to the entity identified as the
25 recipient of such funds in the Settlement Agreement.

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

- 5 a. Enforcing the terms and provisions of the Settlement and resolving any disputes,
6 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
7 arise out of the Settlement or this Order and Judgment;
- 8 b. Entering such additional orders as may be necessary or appropriate to protect or
9 effectuate this Order and Judgment approving the Settlement, and permanently
10 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
11 the fair and orderly administration of the Settlement; and
- 12 c. Entering any other necessary or appropriate orders to protect and effectuate this
13 Court's retention of continuing jurisdiction.

14 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
15 Award, and Class Representative Enhancement Payments is GRANTED. The Settlement
16 Administrator is directed to carry out the terms of the Settlement forthwith.

17 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
18 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
19 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
20 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
21 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
22 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

23 IT IS SO ORDERED.

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25 DATED: JAN 07 2025

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Jeffrey R. Erickson
HONORABLE JEFFREY R. ERICKSON
SUPERIOR COURT JUDGE

**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, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On January 10, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Evans, et al. v. Transcontinental Ontario, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-971591-23**
Court Case No.: CIVSB2331552
San Bernardino 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

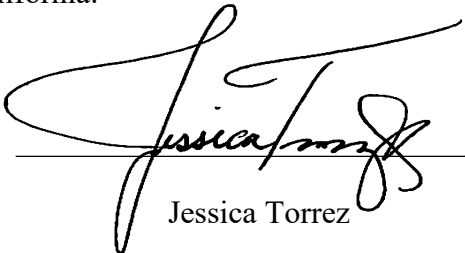
[X] BY ELECTRONIC SUBMISSION

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 10, 2025, at Pasadena, California.


Jessica Torrez