

FILED

Superior Court of California
County of Los Angeles

03/12/2026

David W. Slayton, Executive Officer / Clerk of Court

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

ISAIAS R. BARAHONA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

INTERPLASTIC CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24STCV01644

*Assigned for all purposes to the
Honorable Timothy Patrick Dillon,
Department 15*

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Alina Islas, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: March 12, 2026

Time: 10:00 a.m.

Dept.: 15

Action Filed: January 22, 2024

FAC Filed: January 21, 2025

Trial Date: Not Set

1
2 **~~PROPOSED~~ FINAL APPROVAL ORDER**

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

4 On November 13, 2025, the Court entered an Order which granted Plaintiff's Motion for
5 Preliminary Approval of Class and Private Attorneys General Act Action Settlement, granted
6 conditional class certification, approved the format of the Class Notice, and set a Final Approval
7 Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the
8 above-entitled action (the "Action") that was reached between Plaintiff Isaias R. Barahona
9 ("Plaintiff") and Defendant Interplastic Corporation ("Defendant") (together with Plaintiff, the
10 "Parties"), in accordance with the Parties' Amended Joint Stipulation of Class Action and Private
11 Attorneys General Act Settlement and Release (the "Settlement"). The Settlement was attached as
12 **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of
13 Class and PAGA Action Settlement. The Court now has before it an Order Granting Final Approval
14 of Class and PAGA Action Settlement ("Final Approval Order") to finally approve the Settlement.

15 Due and adequate notice having been given to Class Members, and the Court having reviewed
16 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and PAGA Action
17 Settlement ("Motion for Final Approval"), the supporting declarations and exhibits thereto, all other
18 papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good
19 cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

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

22 2. Plaintiff's Motion for Final Approval came before Department 15 of this Court, the
23 Honorable Timothy Patrick Dillon presiding, on March 12, 2026.

24 3. The Court finds that the Settlement was made and entered into in good faith, the terms
25 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
26 investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of
27 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
28 meets the requirements for final approval. In so finding, the Court has considered all the evidence

presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the zero opt-outs from and the zero objections to the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following class ("Class Members"): All current and former non-exempt employees of Defendant during the Class Period. The "Class Period" is the period from January 22, 2020, through September 22, 2024.

5. The release of the PAGA claims shall bind the following individuals ("PAGA Employees"): All current and former non-exempt employees of Defendant in California who worked during the PAGA Period. The "PAGA Period" is the period from January 21, 2023, through September 22, 2024.

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

7. The deadline to submit a Request for Exclusion or to submit written Objections to the Settlement was February 6, 2026.

8. No Requests for Exclusion were received the Participating Class Members. Accordingly, 62 Class Members remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

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

1 10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
2 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
3 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
4 practicable under the circumstances, by providing individual and adequate notice of the proceedings
5 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
6 requirements of due process and provided the Class Members with adequate instructions and a variety
7 of means to obtain additional information.

8 11. Releases of Claims. Upon the final approval by the Court of the Settlement and
9 Defendant's transfer to the Settlement Administrator of all funds due under the terms of the
10 Settlement, and except as to such rights or claims as may be created by the Settlement, the Class
11 Representative and all Class Members who have not submitted a valid and timely request for
12 exclusion as to claims and the PAGA Members will release claims for the respective Class Period
13 and PAGA Period as follows:

14 a. Released Class Claims. "Released Class Claims" means all claims for
15 violations of the following wage and hour claims that were actually alleged or that could
16 have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire
17 Class Period and the entire PAGA Period, as well as any and all wage and hour claims and
18 that were asserted or could have been asserted based on the factual or legal allegations
19 contained in Plaintiff's Complaint and First Amended Complaint, arising at any time during
20 the Class Period, including but not limited to: (a) failure to pay all wages owed, whether
21 due to alleged off the clock work, alleged time rounding practices, alleged auto-deduct
22 policies and/or practices, alleged failure to correctly calculate the regular rate, or any other
23 theory of liability for the underpayment of the minimum wage or overtime; (b) failure to
24 provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof;
25 (c) failure to authorize and permit rest breaks or failure to pay premiums at the regular rate
26 of pay in lieu thereof; (d) failure to indemnify necessary business expenses; (e) failure to
27 timely pay final wages at termination and waiting time penalties; (f) failure to provide
28 accurate, itemized wage statements; and (g) unfair business practices; (h) claims for the

1 attorneys' fees and costs incurred in the prosecution of this Action on behalf of the Class
2 Employees; (i) any other claims, remedies, penalties, or interest that could have been
3 pleaded based on the facts alleged in the Action; and (j) all claims that Plaintiff and/or the
4 Class Employees may have against the Released Parties relating to: (1) the payment,
5 taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this
6 Settlement Agreement; and (2) the payment, taxation, and allocation of Plaintiff's Payment
7 pursuant to this Settlement Agreement. The release of the Released Claims shall be
8 effective as to the entire Class Period defined above and expressly excludes all other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security,
11 workers' compensation, and California class claims outside of the Class Period.
12 Participating Class Members may discover facts in addition to those they now know or
13 believe to be true with respect to the subject matter of the Released Claims, but upon the
14 Effective Date, Participating Class Members shall be deemed to have, and by operation of
15 the Judgment shall have, fully, finally, and forever settled and released any and all of the
16 Released Claims, without regard to the subsequent discovery or existence of such different
17 or additional facts. Participating Class Members agree not to sue or otherwise make a claim
18 against any of the Released Parties that seeks recovery for any of the Released Claims. It
19 is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata*
20 effect and be final and binding upon Participating Class Members regarding the Released
21 Claims.

22 b. Released PAGA Claims. "Released PAGA Claims" means (a) any claim for
23 PAGA penalties for alleged violations of California Labor Code sections 201–203, 204, 226,
24 226.7 (and the applicable provisions of Wage Order 1), 227.3, 510, 512, 1174, 1174.5, 1194,
25 1194.2, 1197, 1198, 2699 et. seq., and 2802, claims for violation of the provisions of the
26 applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods,
27 as well as allegations regarding the late payment of final wages, inaccurate wage statements;
28 (b) claims for the attorneys' fees and costs incurred in the prosecution of this Action on behalf

1 of the PAGA Employees; (c) any other claims for PAGA penalties that could have been
2 pleaded based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the
3 PAGA Employees may have against the Released Parties relating to: (1) the payment,
4 taxation, and allocation of attorneys' fees and costs to Plaintiff's Counsel pursuant to this
5 Settlement Agreement; and (2) the payment, taxation, and allocation of PAGA Payments
6 pursuant to this Settlement Agreement. The release of the PAGA Released Claims shall be
7 effective as to the entire PAGA Period defined above. It is the intent of the Parties that the
8 Judgment entered by the Court shall have full res judicata effect and be final and binding
9 upon Plaintiff, the state of California, and the PAGA Employees regarding the PAGA
10 Released Claims.

11 12. The Parties shall bear their own respective attorneys' fees and costs, except as
12 otherwise provided for in the Settlement and approved by the Court.

13 13. The Court finds that the Maximum Settlement Amount, the Net Settlement Amount,
14 and the methodology used to calculate Settlement Shares to Participating Class Members are fair and
15 reasonable. Thus, the Court authorizes the Administrator to calculate and pay Individual Class
16 Payments in accordance with the terms of the Settlement.

17 14. Within ten (10) business days of the Effective Date, the Settlement Administrator
18 shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant
19 can wire the Maximum Settlement Amount (**\$330,000.00**) and the Employer Taxes, and Defendant
20 shall wire said amounts within 60 business days of the Effective Date.

21 15. The Settlement Administrator shall distribute Individual Settlement Payments to
22 Participating Class Members, the payment to the Labor and Workforce Development Agency, the
23 Court-approved Class Representative's Service Award to Plaintiff and Court-approved Class
24 Counsel Fees and Expenses to Class Counsel, within thirty (30) business days of receipt of payment
25 from Defendant pursuant to this Section.

26 16. The Court finds Plaintiff has adequately represented the Class and therefore confirms
27 the appointment of Plaintiff Isaias R. Barahona as the Class Representative, for settlement purposes
28 only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member,

1 the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the “Class
2 Representative Service Award”), payable from the Maximum Settlement Amount, for the time and
3 effort expended by him as Class Representative and in connection with the initiation and maintenance
4 of this Action.

5 17. The Court confirms the appointment of Plaintiff’s Counsel Moon Law Group, PC as
6 Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action
7 litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the
8 Administrator, and have adequately represented Class interests. The Court approves and orders the
9 payments to Class Counsel, payable from the Maximum Settlement Amount, of **\$110,000.00** for
10 reasonable attorneys’ fees (the “Class Counsel Fees Payment”), and **\$14,074.80** for reimbursement
11 of out-of-pocket costs (the “Class Counsel Litigation Expenses Payment”). The Court finds that these
12 amounts are reasonable considering the benefits provided to the Class.

13 18. The Court confirms the appointment of Simpluris as the Administrator, who has
14 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
15 Administrator of **\$6,500.00** (“Settlement Administration Costs”), payable from the Maximum
16 Settlement Amount, for settlement administration.

17 19. Pursuant to California Code of Civil Procedure section 384, following the expiration
18 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
19 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
20 Participating Class Member who failed to cash their individual check prior to the void date.

21 20. This Final Approval Order and the concurrently filed Judgment are intended to be a
22 final disposition of the Action in its entirety and are intended to be immediately appealable.

23 21. The obligations set forth in the Settlement are deemed part of this Final Approval
24 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
25 carry out the Settlement according to its terms and provisions.

26 22. Following entry of the concurrently filed Judgment, and without affecting the finality
27 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
28 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the

1 Settlement solely for purposes of (i) enforcing the Settlement, (ii) addressing any claims
2 administration matters that may arise, and (iii) addressing such post-Judgment matters as may be
3 appropriate under court rules or applicable law.

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

9 24. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
10 03/12/2027 at 4:00 ~~a.m.~~ p.m. in Department 15. Class Counsel are ordered to file
11 a final report and declaration by the Administrator regarding settlement distribution no later than
12 ~~five (5)~~ ^{two (2)} court days prior to the Compliance Hearing. No appearance will be required at the
13 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
14 Agreement are complete.

15
16 **IT IS SO ORDERED.**

17 DATE: 03/12/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

18 THE HON. TIMOTHY PATRICK DILLON
19 Judge of the Superior Court, Los Angeles County
20 Timothy Patrick Dillon / Judge
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