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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

vs.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2405838**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 30, 2026
Hearing Time: 8:30 a.m.
[*Hearing scheduled by Order dated July 1, 2026*]

Judge: Hon. Harold W. Hopp
Dept: 1

Date Filed: October 17, 2024
Trial Date: Not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on November 5, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: November 16, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On November 16, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X **BY ELECTRONIC SERVICE (via email)**: I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Tim Johnson
Tim.johnson@ogletreedeakins.com
Spencer C. Skeen
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4660 La Jolla Drive, Suite 900
San Diego, California 92122

Attorneys for Defendant Metal Container

X **ONLINE TO THE LWDA**: I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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 November 16, 2026, at La Jolla, California.

Kyle Nordrehaug

EXHIBIT #1

Electronically RECEIVED by Superior Court of California, County of Riverside on 10/29/2026 11:19 AM - Jason B. Galkin, Executive Officer/Clerk of the Court By Joanne Bishop, Clerk

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Attorneys for Plaintiffs

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CVRI2405838

~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: October 30, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: October 17, 2024
Trial Date: Not set

The unopposed motion of Plaintiffs John Dedet and Thomas Sanner ("Plaintiffs") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Metal Container (MCC) LP ("Defendant"), attorneys' fees and costs, service payment, and the fees and expenses of the Administrator duly came on for hearing on October 30, 2026, before the Honorable Harold Hopp. The Class Action and PAGA Settlement Agreement is attached as Exhibit #2 to the Declaration of Kyle Nordrehaug filed on October 6, 2026.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Riverside, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of $975,000 and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On July 1, 2026, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about August 28, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Class; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided adequate instructions and a variety of means to obtain additional information.

7. The deadline for opting out of the Class or submitting written objections to the Settlement was October 28, 2026, which for re-mailings was extended by 14 days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of

wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiffs and their counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. One (1) request for exclusion was received.

e. The participation rate was high. 257 Participating Class Members will be mailed a settlement payment, representing 99.61% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of the Released Class Claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the Action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $325,000 for attorneys' fees, representing one-third (1/3) of the Gross Settlement Amount, and $23,739.51 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statements.

Class Representative Service Payments

12. The Agreement provides for Class Representative Service Payments of not more than $15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of $15,000 to each of the Plaintiffs are reasonable

in light of the risks and burdens undertaken by the Plaintiffs in the litigation and for the time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $7,990 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties payment out of the Gross Settlement Amount of $20,000, which shall be allocated $13,000 to the LWDA as the LWDA's 65% share of the settlement of civil penalties paid pursuant to the PAGA and $7,000 to be distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023 through July 24, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

> All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (September 1, 2021 through July 24, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. The one individual who requested exclusion is Hector Real.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

18. The envelopes containing the settlement distributions to Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement Administrator shall mail a reminder postcard to any Class Member whose check has not been negotiated withing 60 days after the date of mailing. If (i) any of the Class Members are current employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the Defendant to have those distributions delivered to the Class Members at their place of employment. The settlement distribution shall include notification of the entry of judgment in the envelope which shall read as follows: "Please be advised that on _____, the Court entered judgment in this action, *Dedet v. Metal Container (MCC) LP*, Riverside Superior Court Case No. CVRI2405838, and a copy of the Judgment can be found by going to the Administrator's website at www._____."

19. Class Counsel are awarded attorneys' fees in the amount of $325,000 and costs in the amount of $23,739.51. The Class Counsel Fees Payment shall be allocated amount Class

Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% to Bibiyan Legal Group, P.C. The Class Counsel Litigation Expenses Payment shall be allocated amount Class Counsel as follows: $21,989.07 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and $1,750.44 to Bibiyan Legal Group, P.C. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

20. The payment of the Class Representative Service Payments in the amount of $15,000 each to the Plaintiffs is approved.

21. The payment of $7,990 to the Administrator for their fees and expenses is approved.

22. The PAGA Penalties payment of $20,000 is approved and shall be allocated in accordance with the Agreement.

23. Neither the Agreement nor this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order

and Judgment shall be posted on Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, Class Members, and Aggrieved Employees, shall take nothing in the Action.

27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-

exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims outside the Class Period.

30. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, the State of California, and the LWDA 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Perio during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee's claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

31. As used herein, the "Released Parties" are: Defendant named in the Operative Complaint, together with its officers, employees and agents.

32. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiffs' Release as set forth fully in paragraph 6.1 of the Agreement.

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33. A non-appearance compliance hearing is set for July 22, 2027 at 8:30 a.m. with the report from the Administrator to be filed no later than 5 Days.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 10/30/26

HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA