

1 ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
2 KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
3 **KINGSLEY & KINGSLEY, APC**
16133 Ventura Blvd., Suite 1200
4 Encino, CA 91436
(818) 990-8300, Fax (818) 990-2903

5 **DAVTYAN LAW FIRM, INC.**
6 EMIL DAVTYAN, Esq. (SBN 299363)
Emil@DavtyanLaw.com
7 880 E. Broadway
Glendale, CA 91205
8 Telephone: (818) 875-2008, Fax: (818) 722-3974

9 Attorneys for Plaintiff and the Proposed

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 REY MAGANA, an individual, on behalf of
14 himself and others similarly situated,

15 **PLAINTIFF,**

16 v.

17 **ORORA PACKAGING SOLUTIONS; and**
~~DOES 1 thru 50, inclusive,~~

18 **DEFENDANTS.**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 06 2020

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

CASE NO. 30-2019-01050804-CU-OE-CXC

[Case Assigned for All Purposes to Hon. Peter
Wilson in Dept. CX-102]

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
ENTERING JUDGEMENT**

Date: October 29, 2020

Time: 2:00 p.m.

Dept.: CX-102

Trial Date: None Scheduled

Complaint Filed: February 13, 2019

FAC Filed: April 22, 2019

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff REY MAGANA
3 (“Plaintiff”) against Defendant ORORA PACKAGING SOLUTIONS (“Defendant”). The Motion
4 for Final Approval of Class Action Settlement came before this Court on October 29, 2020.

5 **WHEREAS**, Judge Peter Wilson granted preliminary approval of the Class and
6 Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”),
7 attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on March 3,
8 2020.

9 **WHEREAS**, Plaintiff REY MAGANA has applied to the Court for an order granting final
10 approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
12 Settlement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Rey Magana, and Lluvia Islas of ILYM Group, Inc.; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Class Members,
28 except those timely and properly filed Requests for Exclusions, as well as their heirs, executors,

1 wrongdoing on the part of Defendant.

2 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
3 each Class Settlement Member shall fully release and discharge the Released Parties pursuant to
4 the following release, which provides:

5 "Any and all claims, debts, liabilities, demands, obligations, penalties, interest,
6 wages, compensation, premium pay, guarantees, costs, expenses, attorney's fees,
7 damages, actions or causes of action of whatever kind or nature, whether known or
8 unknown, contingent or accrued, under any legal theory for the alleged failure to
9 furnish accurate and compliant wage statements during the Class Period. This
release shall include wage statement provisions under the applicable Wage Orders
and Labor Code, including the Private Attorneys General Act, Labor Code section
2698 *et seq.*"

10 13. Plaintiff and all Class Members who have not been timely and properly excluded
11 from the Class, and any person acting on their behalf, are permanently barred and enjoined from
12 filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise),
13 or receiving any benefits or other relief from, any other lawsuit, in any state or federal court,
14 arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on
15 the Released Claims;

16 14. The Settlement Agreement provides that the Gross Fund Value is three hundred
17 seventy-five thousand dollars and zero cents (\$375,000.00). The Net Settlement Fund shall be
18 determined according to the terms of the Settlement Agreement.

19 15. The Court orders the calculations and the payments to be made and administered in
20 accordance with the terms of the Settlement Agreement.

21 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
22 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
23 Kingsley & Kingsley, APC as Class Counsel in the Action.

24 17. The Court hereby finds the application of Class Counsel for a costs and attorneys'
25 fees award provided for under the proposed Settlement to be fair and reasonable in light of all the
26 circumstances and is hereby granted. Of the Gross Fund Value, \$125,000.00 shall be paid for
27 attorney fees and \$7,000.00 shall be paid for litigation costs.

28 18. The application of Class Counsel for an enhancement payment to Plaintiff is hereby

1 granted. Of the Gross Fund Value, a \$5,000.00 Class Representative Service Payment Award shall
2 be allocated to named Plaintiff REY MAGANA.

3 19. The application of Class Counsel for claims administration fees to ILYM Group,
4 Inc. is hereby granted. Of the Gross Fund Value, \$10,582.24 shall be paid for settlement
5 administration fees.

6 20. The Court approves the PAGA Payment in the amount of \$60,000.00. The Court
7 approves 75% of the PAGA Payment being allocated to the LWDA in the amount of \$45,000.00.
8 The Court further directs that the remaining 25% of the PAGA Payment, in the amount of
9 \$15,000.00 shall be allocated to the Net Fund Value for distribution to the Class Settlement
10 Members.

11 21. If a Class Settlement Member does not cash his or her settlement check within 180
12 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of
13 California Office of the Controller in the name of the class member who did not cash his or her
14 individual settlement payment check.

15 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
17 Agreement.

18 23. The Parties are authorized, without further approval from the Court, to agree to and
19 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
20 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
21 Class Members under the Stipulation.

22 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
23 shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the
24 administration and enforcement of the terms of the Settlement of this action to enforce the terms
25 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
26 continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration
27 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
28 interpretation, consummation, enforcement, or implementation of the Settlement shall be

1 presented by motion to the Court; provided however, that nothing in this Part shall restrict the
2 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
3 the Settlement Agreement.

4 25. This Final Order shall constitute a final judgment.

5 26. This final judgment shall be posted on the settlement administration website once
6 signed by the Court, and a notice accompanying the settlement checks shall so inform each Class
7 Member.

8 27. The Court shall hold a final accounting compliance hearing on Friday, August 27,
9 2021 at 9:00 am in Department CX-102. Counsel shall submit a final report at least 10 days prior
10 to that conference regarding the status of the settlement administration. The final report must
11 include all information necessary for the Court to determine the total amount actually paid to class
12 members and any amounts tendered to the State Controller's Office under Unclaimed Property
13 law.

14
15 **DATED: November 06, 2020**

16 
17 _____
18 **JUDGE OF THE SUPERIOR COURT**
19 **PETER J WILSON**