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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CARLOS MORENO, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PRETIUM PACKAGING, L.L.C, a Delaware limited liability company, and DOES 1 through 10, inclusive

Defendants

Case No. 8:19-cv-02500-SB-DFM

[Hon. Stanley Blumenfeld, Jr.]

[PROPOSED] FINAL ORDER AND JUDGMENT

Date: August 6, 2021
Time: 8:30 a.m.
Courtroom: 6C

1 Having considered all papers filed in connection with the Final Approval
2 Hearing, including Plaintiffs’ Motion for Final Approval of Class Action
3 Settlement and Class Representative Service Payments, Plaintiffs’ Motion for
4 Attorneys’ Fees and Costs (ECF No. 57), and any oral argument made at the Final
5 Approval Hearing, and good cause appearing therefore,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. For purposes of this Final Order and Judgment (“Judgment”), the
8 Court adopts all defined terms as set forth in the Amended Stipulation of
9 Settlement (“Stipulation”) filed in this Action.

10 2. The Court has jurisdiction over all claims asserted in the Action,
11 Plaintiff, the Class Members, and Defendant Pretium Packaging, L.L.C.
12 (“Pretium”).

13 3. The Court finds that the Settlement was made and entered into in good
14 faith and hereby approves the Settlement as fair, adequate and reasonable to all
15 Class Members. No objections were received. Any Class Members who have not
16 timely and validly requested exclusion from the Class are thus bound by this
17 Judgment.

18 **Class Certification**

19 The Court finds, for purposes of settlement only, that the Class meets the
20 requirements for certification under Federal Rules of Civil Procedure, Rule 23, in
21 that: (1) the Class is so numerous that joinder of all members is impractical; (2)
22 there are questions of law and fact that are common to the Class which predominate
23 over individual issues; (3) Plaintiff’s claims are typical of the claims of the Class;
24 (4) Plaintiff and their counsel will fairly and adequately protect the interests of the
25 Class; and (5) a class action is superior to other available methods for the fair and
26 efficient adjudication of the controversy. For purposes of effectuating the
27 Settlement, the Court finally certifies the following Class: “All persons who
28 worked for Defendant in California as an hourly paid or non-exempt employee at

1 any time from November 26, 2015 through February 9, 2021, excluding any person
2 who, by March 12, 2021, has separately released the Released Claims.”

3 4. The certification of the Class is without prejudice to Plaintiff’s and
4 Pretium’s rights under the Stipulation if the Stipulation and this Judgment do not
5 become effective, as provided in the Stipulation.

6 5. Plaintiff Carlos Moreno is appointed as class representative for
7 purposes of this settlement.

8 6. Wilshire Law Firm is appointed as Class Counsel for purposes of this
9 settlement.

10 **Class Notice**

11 7. Notice to Class Members, as set forth in the Stipulation, has been
12 completed in conformity with the terms of the Stipulation and Preliminary
13 Approval Order as to all Class Members who could be identified through
14 reasonable effort. The Court finds that said notice was the best notice practicable
15 under the circumstances. The standard for class notice is “best practicable” notice,
16 not “actually received” notice. *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir.
17 1994). The Administrator and Class Counsel’s efforts to locate as many Class
18 Members as possible to provide them notice met the best practicable standard. The
19 Notice Packets provided due and adequate notice to Class Members of the
20 proceedings and of the matters set forth therein, including the Settlement, and the
21 manner by which objections to the Settlement could be made and Class Members
22 could opt out of the Settlement. The Notice Packets fully satisfied the requirements
23 of due process.

24 8. Zero (0) objections to the Settlement were submitted by any Class
25 Members.

26 9. Zero (0) requests for exclusion were submitted by any Class Members.

27 10. Zero (0) disputes to the calculation of their share of the settlement on
28 the basis of their workweeks determination were submitted by any Class Members.

1 **Release of Claims and Injunction**

2 11. Plaintiff and all other Class Members shall have, by operation of this
3 Judgment, fully, finally, and forever released, relinquished, and discharged the
4 Releasees from all Released Claims as defined by the Stipulation.

5 12. Plaintiff and all other Class Members are hereby enjoined from filing
6 or prosecuting any other cases, claims, suits or administrative proceedings
7 involving Released Claims.

8 **Payments Pursuant to the Stipulation**

9 13. The Court finds that the Gross Settlement Amount, the Net Settlement
10 Amount for each Class Member, and the methodology used to calculate and pay
11 each Class Member's Net Settlement Amount are fair and reasonable, and
12 authorizes the Settlement Administrator to pay the Net Settlement Amounts to the
13 Class Members in accordance with the terms of the Stipulation.

14 14. The funds for any check that remains uncashed after one hundred
15 eighty (180) days from the date of issuance will go into a pool of funds to be
16 divided pro rata among all Class Members who previously cashed their payment
17 (unless the Parties agree that the amount is less than \$35,000.00, in which case it
18 shall be in which case it shall be sent to the Los Angeles Trial Lawyers' Charities).
19 In such event, the Class Members whose checks remain uncashed after one hundred
20 eighty (180) days, shall nevertheless remain subject to the terms of the Judgment.

21 15. Class Counsel shall be paid \$533,333.33 as their attorneys' fees as set
22 forth in the Amended Stipulation of Settlement (ECF No. 57) and actual costs of
23 \$14,690.58 to be paid from the settlement fund pursuant to the terms and timeframe
24 set forth in the settlement agreement. Having considered all supporting documents
25 provided by Class Counsel showing their attorneys' fees and costs, including the
26 final timesheets provided by Class Counsel, the Court finds these amounts to be
27 fair and reasonable and sufficiently supported.

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1 16. Plaintiff Carlos Moreno shall be paid a Class Representative Service
2 Award in the amount of \$10,000.00 from the Gross Settlement Amount in
3 accordance with the terms of the Stipulation. The Court finds this amount to be
4 fair and reasonable and sufficiently supported.

5 17. The Settlement Administrator, ILYM Group, Inc., shall be paid
6 \$15,000.00 from the Gross Settlement Amount for the costs and expenses of
7 administering the Settlement.

8 18. A payment in the amount of Thirty-Seven Thousand Five Hundred
9 Dollars and Zero Cents (\$37,500.00) from the Gross Settlement Amount shall be
10 allocated to penalties under The Labor Code Private Attorneys General Act of
11 2004, California Labor Code sections 2698, et seq., and paid by the Settlement
12 Administrator directly to the California Labor and Workforce Development
13 Agency.

14 **Other Provisions**

15 19. The Parties shall implement the Settlement according to its terms.

16 20. The Court reserves exclusive and continuing jurisdiction over the
17 Action, Plaintiff, the Class Members, and Pretium for purposes of supervising the
18 implementation, enforcement, construction, administration and interpretation of
19 the Settlement and this Judgment.

20 21. The Court hereby enters judgment for Plaintiff and the Class Members
21 in accordance with the terms of the Stipulation, and this order is a final and
22 appealable order.

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22. If the Settlement does not become final and effective in accordance with its terms, this Judgment shall be rendered null and void and shall be vacated and, in such event, all related orders entered and all releases delivered in connection herewith also shall be rendered null and void.

IT IS SO ORDERED.

Date: _____, 2021

HON. STANLEY BLUMENFELD, JR.
United States District Judge