

JS-6

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

GUSTAVO SOTO, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

TECH PACKAGING, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 5:19-cv-01766 MWF (SHKx)

Honorable Michael W. Fitzgerald
Department 5A

CLASS ACTION

JUDGMENT APPROVING FINAL SETTLEMENT AND ORDER AWARDING ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT AWARD

Date: December 12, 2022
Time: 10:00 a.m.
Department: 5A

Complaint Filed: August 9, 2019
FAC Filed: August 8, 2022
Trial Date: None Set

1 Before this Court Plaintiff Gustavo Soto’s Motion for Final Approval of
2 Class Action Settlement and Class Representative Enhancement Award (“Motion
3 for Final Approval”) and Plaintiff’s Motion for Class Counsel Award and Class
4 Representative Enhancement Award. (Docket Nos. 38, 39).

5 On August 8, 2022, the Court entered an Order Granting Preliminary
6 Approval of Class Action Settlement (Docket No. 37) (“Preliminary Approval
7 Order”), and thereby preliminarily approved the settlement of the above-entitled
8 action (“Action”) in accordance with the Class Action and PAGA Settlement
9 Agreement (“Agreement” or “Settlement Agreement”) entered into by and between
10 Plaintiff and Defendant Tech Packaging, Inc. (“Defendant”), which, together with
11 the exhibits annexed thereto set forth the terms and conditions for settlement of the
12 Action (“Settlement”).

13 Having reviewed the Settlement Agreement and duly considered the
14 parties’ papers, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
16 **FOLLOWS:**

- 17 1. All terms used herein shall have the same meaning as defined in the
18 Settlement Agreement and the Preliminary Approval Order.
- 19 2. This Court has jurisdiction over the claims of the Class Members and
20 PAGA Employees asserted in this proceeding and over all parties to the Action.
- 21 3. With respect to the Class and for purposes of approving this
22 Settlement only, this Court finds that: (a) the members of the Class are
23 ascertainable and so numerous that joinder of all members is impracticable; (b)
24 there are questions of law or fact common to the Class, and there is a well-defined
25 community of interest among members of the Class with respect to the subject
26 matter of the Action; (c) the claims of Plaintiff are typical of the claims of the
27 members of the Class; (d) a class action is superior to other available methods for
28 an efficient adjudication of this controversy; and (e) the counsel of record for

1 Plaintiff, Lawyers *for* Justice, PC, is qualified to serve as counsel for the Class.

2 The Class is hereby defined to include:

3 All current and former non-exempt employees who worked for and
4 received at least one (1) wage statement from Defendant in
5 California during the time period from August 9, 2015, through
6 April 9, 2021.

7 4. The Court confirms Edwin Aiwazian, Arby Aiwazian, and Joanna
8 Ghosh of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”), and
9 Plaintiff Gustavo Soto as representative of the Class (“Class Representative”).

10 5. The Notice of Pendency of Class Action Settlement (“Notice”) that
11 was provided to the Class Members, fully and accurately informed the Class
12 Members of all material elements of the Settlement and of their opportunity to
13 participate in, object to or comment thereon, or to seek exclusion from, the
14 Settlement; was the best notice practicable under the circumstances; was valid,
15 due, and sufficient notice to all Class Members; and complied fully with the laws
16 of the State of California, the United States Constitution, due process and other
17 applicable law. The Notice fairly and adequately described the Settlement and
18 provided Class Members with adequate instructions and a variety of means to
19 obtain additional information.

20 6. The Court hereby grants final approval to the Settlement and finds
21 that it is reasonable and adequate, and in the best interests of the Class as a whole.
22 More specifically, the Court finds that the Settlement was reached following
23 meaningful discovery and investigation conducted by Class Counsel; that the
24 Settlement is the result of serious, informed, adversarial, and arms-length
25 negotiations between the parties; and that the terms of the Settlement are in all
26 respects fair, adequate, and reasonable. In so finding, the Court has considered all
27 of the evidence presented, including evidence regarding the strength of Plaintiff’s
28 claims; the risk, expense, and complexity of the claims presented; the likely
duration of further litigation; the amount offered in the Settlement; the extent of

1 investigation and discovery completed; and the experience and views of Class
2 Counsel. The Court has further considered the absence of any objections to and
3 requests for exclusion from the Settlement submitted by Class Members.
4 Accordingly, the Court hereby directs that the Settlement be affected in
5 accordance with the Settlement Agreement and the following terms and
6 conditions.

7 7. The Court finds that a full opportunity has been afforded to Class
8 Members to make objections to the Settlement and a full opportunity has been
9 afforded to Class Members to participate in the Final Approval Hearing. All Class
10 Members and other persons wishing to be heard have been heard. The Court also
11 finds that Class Members also have had a full and fair opportunity to exclude
12 themselves from the Settlement.

13 8. The Court determines that all Class Members who did not submit a
14 timely and valid Request for Exclusion to the Settlement Administrator
15 (“Settlement Class Members”) are bound by the Settlement and by this Final
16 Approval Order and Judgment.

17 9. The Court finds that payment of Settlement Administration Fees and
18 Costs in the amount of \$7,500.00 is appropriate for the services performed and
19 costs incurred and to be incurred for the notice and settlement administration
20 process. It is hereby ordered that the Settlement Administrator, Phoenix
21 Settlement Administrators, shall issue payment to itself in the amount of
22 \$7,500.00, in accordance with the Settlement Agreement.

23 10. The Court finds that the allocations of \$80,000.00 toward penalties
24 under the Private Attorneys General Act, California Labor Code section 2698, *et*
25 *seq.* (“PAGA Allocation”), is fair, reasonable, and appropriate, and hereby
26 approved. The Settlement Administrator shall distribute the PAGA Allocation as
27 follows: the amount of \$60,000.00 to the California Labor and Workforce
28 Development Agency, and the amount of \$20,000.00 to be distributed to PAGA

1 Employees on a *pro-rata* basis based on their Pay Periods during the PAGA
2 Period, according to the terms set forth in the Settlement Agreement.

3 11. The Court hereby awards \$246,500.00 in attorneys' fees and
4 \$10,639.74 in costs to Plaintiff's counsel.

5 12. The Court finds that the Class Representative Enhancement Award
6 sought is fair and reasonable for the work performed by Plaintiff on behalf of the
7 Class Members. It is hereby ordered that the Settlement Administrator issue
8 payment in the amount of \$5,000.00 to Plaintiff Gustavo Soto for his Class
9 Representative Enhancement Award, according to the terms set forth in the
10 Settlement Agreement.

11 13. Taking into account the above referenced payment amounts, the
12 monetary break down of the Settlement is as follows:

13 a. The Gross Settlement Amount is \$850,000.00.

14 i. Class Counsel Award to Class Counsel in the amount
15 of \$257,139.74 (which is \$246,500.00 in attorneys'
16 fees and \$10,639.74 in reimbursement of litigation
17 costs and expenses);

18 ii. Class Representative Enhancement Award to
19 Plaintiff in the amount of \$5,000.00;

20 iii. PAGA Allocation in the amount of \$80,000.00
21 allocated toward penalties under the Private Attorney
22 General Act (of which seventy-five percent (75%), or
23 \$60,000.00 will be paid to the California Labor and
24 Workforce Development Agency, and twenty-five
25 percent (25%) or \$20,000.00 will be distributed to
26 the PAGA employees; and

1 iv. Settlement Administration Costs to Phoenix
2 Settlement Administrators in the amount of
3 \$7,500.00.

4 b. The Net Settlement Amount in the amount of \$500,360.26
5 will be fully distributed to the Settlement Class Members as
6 Individual Settlement Payments, in accordance with the
7 terms set forth in the Settlement Agreement.

8 14. The Court hereby enters Judgment by which as of the Effective Date
9 and full funding of the Gross Settlement Amount, Settlement Class Members shall
10 be conclusively determined to have given a release of any and all Released Class
11 Claims for the Class Period against the Released Parties, as set forth in the
12 Settlement Agreement and Notice.

13 15. The Court hereby enters Judgment by which as of the Effective Date
14 and full funding of the Gross Settlement Amount, PAGA Employees shall be
15 conclusively determined to have given a release of any and all Released PAGA
16 Claims for the PAGA Period against the Released Parties, as set forth in the
17 Settlement Agreement and Notice.

18 16. It is hereby ordered that Defendant shall fund the Gross Settlement
19 Amount pursuant to the Settlement Administrator's wire instructions within thirty
20 (30) calendar days following the Effective Date, in accordance with the Settlement
21 Agreement.

22 17. It is hereby ordered that the Settlement Administrator shall distribute
23 Individual Settlement Payments to Settlement Class Members and Individual
24 PAGA Payments to PAGA Employees within fourteen (14) calendar days
25 following the funding of the Gross Settlement Amount, according to the
26 methodology and terms set forth in the Settlement Agreement.

27 18. It is hereby ordered that any and all Individual Settlement Payment
28 checks issued to Settlement Class Members and any and all Individual PAGA

1 Payment checks issued to PAGA Employees that are not cashed, deposited, or
2 otherwise negotiated within one hundred eighty (180) calendar days from the date
3 of their mailing will be cancelled and the funds associated with such cancelled
4 checks will be transmitted to the *cy pres*, Los Angeles Legal Aid Foundation.

5 19. After entry of this Final Approval Order and Judgment, the Court
6 shall retain jurisdiction to construe, interpret, implement, and enforce the
7 Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise
9 and adjudicate any dispute arising from or in connection with the distribution of
10 settlement benefits.

11 20. Individualized notice of this Final Approval Order and Judgment is
12 not required to be provided to Class Members and PAGA Employees. A copy of
13 this Final Approval Order and Judgment shall be posted on the Settlement
14 Administrator’s website, which is accessible to Class Members and PAGA
15 Employees, for a period of at least sixty (60) calendar days after the date of entry
16 of this Final Approval Order and Judgment.

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18 **IT IS SO ORDERED.**



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21 — Michael W. Fitzgerald
22 Judge of the United States District Court

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DATE: December 20, 2022