

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

DEWEY ANDERSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GRAHAM PACKAGING PET
TECHNOLOGIES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: CV-21-005550

(Assigned to the Hon. Sonny S. Sandhu, Dept. 24)

**REVISED ~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 29, 2023

Time: 8:30 a.m.

Dept.: 24

Complaint Filed: October 8, 2021

FAC Filed: February 8, 2022

Trial Date: Not Set

Electronically Filed
4/6/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

1 Plaintiff Dewey Anderson’s (“Plaintiff”) application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on March 7, 2023, and a hearing
3 was held before this Court on March 29, 2023. Appearances for Plaintiff and Defendant Graham
4 Packaging Pet Technologies, Inc. (“Defendant”) were noted on the record.

5 The Court has considered the Joint Stipulation of Class Action Settlement and Release of
6 Claims (“Agreement” or “Settlement Agreement”) and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiffs and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
10 and reasonable to the Class.

11 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through
12 their counsel of record in the Litigation, have reached an agreement to settle the class claims in
13 the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as defined below
14 and in the Settlement Agreement).

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only:

17 a. all current and former non-exempt employees of Defendant in the State of
18 California who earned non-discretionary incentive wages, including but
19 not limited to, wellness pay and referral bonuses, and overtime wages
20 during the same workweek, at any time from October 8, 2017, through
21 August 31, 2022 (the “Regular Rate Class” or “Regular Rate Class
22 Members”);

23 b. all current and former non-exempt employees of Defendant in the State of
24 California who earned non-discretionary incentive wages, including but
25 not limited to, shift premiums and wellness pay, and sick pay during the
26 same workweek, end whose employment ended at any time from October
27 8, 2018, through August 31, 2022 (the “Sick Pay Class” or “Sick Pay
28 Class Members”); and

1 c. all current and former non-exempt employees of Defendant in the State of
2 California who earned shift premium wages at any time from October 8,
3 2020, through August 31, 2022 (the “Wage Statement Class” or “Wage
4 Statement Class Members”).

5 Should for whatever reason the Settlement Agreement not become Final, the fact that the
6 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
7 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
8 whether a class should be certified in a non-settlement context.

9 4. The Court appoints and designates: (a) Plaintiff Dewey Anderson as the Class
10 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
11 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
12 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
13 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
14 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
15 may enter an appearance through his or her own counsel at such Class Member’s own expense.
16 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
17 represented by Class Counsel.

18 5. The Court hereby approves the terms and conditions provided for in the
19 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
20 falls within the range of reasonableness of a settlement and appears to be presumptively valid,
21 subject only to any objections that may be raised at the final fairness hearing and final approval
22 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
23 and reasonable as to all potential Class Members when balanced against the probable outcome of
24 further litigation relating to liability and damages issues. It also appears that investigation,
25 research, and court proceedings have been conducted so that counsel for the Settling Parties are
26 able to reasonably evaluate their respective positions. It appears to the Court that settlement at
27 this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay
28 and risks that would be presented by the further prosecution of the Litigation. It also appears that

1 settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
2 negotiations.

3 6. A final fairness hearing on the question of whether the proposed Settlement
4 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
5 Class Counsel, the payment to the Settlement Administrator, and the Class Representative
6 Enhancement Award should be finally approved as fair, reasonable, and adequate as to the
7 members of the Class is hereby set for August 15, 2023, at 8:30 a.m., in this Court.

8 7. The Court hereby approves, as to form and content, the Notice of Class Action
9 Settlement ("Notice Packet") to be sent to Class Members, which is attached herewith as **Exhibit**
10 **A**. The Court finds that distribution of the Notice Packet to Class Members substantially in the
11 manner and form set forth in the Settlement Agreement and this Order meets the requirements of
12 due process and shall constitute due and sufficient notice to all parties entitled thereto.

13 8. The Court appoints and designates Phoenix Settlement Administrators as the
14 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
15 approved Notice Packet to Class Members using the procedures set forth in the Settlement
16 Agreement.

17 9. Any Class Member may choose to opt out of and be excluded from the Settlement
18 as provided in the Settlement Agreement and Notice Packet, and by following the instructions
19 for requesting exclusion. Any person who timely and properly opts out of the Settlement will not
20 be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
21 Any requests for exclusion must be in writing and signed by each such Class Member opting out
22 and must otherwise comply with the requirements delineated in the Notice Packet. Class
23 Members who have not requested exclusion by submitting a valid and timely request by the
24 deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
25 Judgment.

26 10. Any Class Member may object to the Settlement Agreement or express his or her
27 views regarding the Settlement Agreement, and may present evidence and file briefs or other
28 papers that may be proper and relevant to the issues to be heard and determined by the Court as

provided in the Notice Packet.


11. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

12. Defendant shall provide Class Information to Administrator on or before April 21, 2023. The Administrator shall mail Class Notice to Class Members on or before May 5, 2023. The class deadline to submit opt-out notices, objections or workweek disputes is on or before June 30, 2023.

13. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Class Settlement Agreement.

IT IS SO ORDERED.

DATED: 4/6/2023



HON. SONNY S. SANDHU
SUPERIOR COURT OF CALIFORNIA

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On April 5, 2023, I served the following document(s) described as: **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Jason E. Murtagh
jason.murtagh@bipc.com
Mary R Hackett
mary.hackett@bipc.com
Stephanie G. Klinko
stephanieklinko@bipc.com
BUCHANAN INGERSOLL & ROONEY LLP
One America Plaza
600 West Broadway, Suite 1100
San Diego, CA 92101
for Defendant Graham Packaging PET Technologies, Inc.

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 5, 2023, at Los Angeles, California.


Olympia Pena