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FILED
 Superior Court of California
 County of Los Angeles
 07/31/2025
 David W. Strydom, Executive Officer / Clerk of Court
 By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIANO AGUIRRE, JR., individually, and
 on behalf of all others similarly situated,

Plaintiff,

vs.

BW PACKAGING SYSTEMS, INC., a
 Missouri corporation; BARRY-WEHMILLER
 GROUP, INC., a Missouri corporation;
 BARRY-WEHMILLER COMPANIES, INC., a
 Missouri corporation; BARRY-WEHMILLER
 DESIGN GROUP, INC., a Missouri
 corporation; THIELE TECHNOLOGIES LLC,
 a California limited liability company; DESIGN
 GROUP FACILITY SOLUTIONS, INC.;
 PNEUMATIC SCALE ANGELUS, LLC;
 ANGELUS SANITARY CAN MACHINE
 COMPANY, LLC; ANGELUS MACHINE
 CORPORATION, INTERNATIONAL; BW
 FLEXIBLE SYSTEMS, LLC; BW
 INTEGRATED SYSTEMS, LLC;
 ACCRAPLY, LLC; ALLIANCE MACHINE
 SYSTEMS, INTERNATIONAL, LLC;
 BARRY-WEHMILLER PAPERSYSTEMS,
 INC.; THE WARD MACHINERY
 COMPANY; PAPER CONVERTING
 MACHINE COMPANY; SYNERLINK, USA,
 INC.; AROL NORTH AMERICA, INC.; W+D
 NORTH AMERICA, INC.; BALDWIN
 TECHNOLOGY COMPANY, INC.;
 BALDWIN AMERICAS CORPORATION;
 CARR BIOSYSTEMS; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 21STCV39617

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 [Honorable ~~Kenneth R. Freeman~~, Department
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**[AMENDED PROPOSED] ORDER
 GRANTING PLAINTIFF MARIANO
 AGUIRRE JR.'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 AND PAGA ACTION SETTLEMENT**

[Filed with Plaintiff Mariano Aguirre Jr.'s
 Notice of Motion and Motion for Preliminary
 Approval, Declaration of Kane Moon, and
 Declaration of Plaintiff Mariano Aguirre Jr.]

Complaint Filed: October 27, 2021
 Trial Date: Not set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and PAGA
2 Action Settlement (“Motion”) of Plaintiff Mariano Aguirre Jr. (“Plaintiff”). Having reviewed the
3 Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff Mariano Aguirre Jr.,
4 and Amended Joint Stipulation of Class and PAGA Action Settlement (“Settlement,” or “Settlement
5 Agreement”) between Plaintiff and Defendant Barry-Wehmiller Companies, Inc. (“Defendant”), and
6 good cause appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

7 1. The Settlement, which is attached to the Supplemental Declaration of Kane Moon in
8 Support of Plaintiff Mariano Aguirre Jr.’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement as **Exhibit 1**, appears to meet the requirements for preliminary approval under
10 California Code of Civil Procedure section 382 because it appears to be fair, adequate, and reasonable.
11 The Settlement appears to be fair, adequate, and reasonable because it is the result of good faith, non-
12 collusive negotiations between Plaintiff and Defendant (together, the “Parties”), as well as significant
13 discovery and analysis, which enabled the Parties to intelligently evaluate, litigate, and mediate the
14 allegations. The Settlement also appears to be fair, adequate, and reasonable because it obviates the
15 need for further litigation, including litigation related to class certification, liability, and damages
16 issues; and the substantial costs, delay, and risks associated with such litigation.

17 2. The Settlement states that Defendant will pay a Maximum Settlement Amount of
18 \$2,000,000.00 and that the Maximum Settlement Amount will be used to pay all payments
19 contemplated by the Settlement without exception, including, the Individual Class Payments to
20 Settlement Class Members; the PAGA Settlement Amount in the amount of \$200,000.00, with
21 seventy-five percent (75%), or \$150,000.00 to the LWDA (the “LWDA Payment”), and twenty-five
22 percent (25%), or \$50,000.00 to the PAGA Members (“PAGA Member Fund”); the Class Counsel
23 Costs Award in an amount not to exceed \$25,000.00; the Class Counsel Fees Award in an amount not
24 to exceed thirty-three and one-third percent (33.33%) of the Maximum Settlement Amount, or
25 \$666,600.00; the Class Representative Service Award in an amount not to exceed \$7,500.00; and
26 Settlement Administration Costs in an amount not to exceed \$12,000.00. *Settlement*, § III.M. These
27 terms appear to fall within the range of reasonableness of a settlement which could ultimately be
28 granted final approval by this Court.

1 3. The Class includes all current and former hourly paid, non-exempt employees of
2 Defendant who worked for Defendant in California at any time from October 27, 2017, through March
3 31, 2024, or if any such person is incompetent, deceased, or unavailable due to military service, his or
4 her legal representative or successor in interest, evidenced by reasonable verification. *Settlement*, §§
5 I.C; I.I. The Class is provisionally certified for settlement purposes only because it appears to meet the
6 requirements for certification under California Code of Civil Procedure section 382. In particular, (1)
7 the Class is ascertainable and so numerous that joinder is impractical; (2) the Class shares common
8 questions of law and fact, which predominate over individual issues; (3) Plaintiff's claims are typical
9 of the claims of the Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the
10 interests of the Class; and (5) a class action is superior to other available methods for the fair and
11 efficient adjudication of the controversy. The Court notes that Class Members who do not request
12 exclusion from the Settlement may object thereto and raise their objections at the Final Fairness
13 Hearing on the Settlement.

14 4. PAGA Members include all current and former hourly paid, non-exempt employees of
15 Defendant who worked for Defendant in California at any time from October 25, 2020, through March
16 31, 2024. *Settlement*, § I.BB. The PAGA Members are provisionally approved for settlement purposes
17 only.

18 5. Plaintiff, Settlement Class Members, and PAGA Members, regardless of whether they
19 are Settlement Class Members, will release claims in accordance with the terms of the Settlement, and
20 as reproduced hereunder, only upon the occurrence of all of the following events: (a) the complete
21 execution of the Settlement by all entities identified; (b) the Court enters an Order Granting
22 Preliminary Approval of the Settlement; (c) the Court enters an Order and Final Judgment Granting
23 Final Approval of the Settlement; (d) the Effective Date occurs; and (f) Defendant does not invoke its
24 right to revoke the Settlement.

- 25 a. **Released Parties** are Barry-Wehmiller Companies, Inc., Barry-Wehmiller Group,
26 Inc, BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele
27 Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale Angelus,
28 LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine Corporation,

1 International, BW Flexible Systems, LLC, BW Integrated Systems, LLC, Accraply,
2 LLC, Alliance Machine Systems International, LLC, Barry-Wehmiller Papersystems,
3 Inc., The Ward Machinery Company, Paper Converting Machine Company,
4 Synerlink, USA, Inc., AROL North America, Inc., W+D North America, Inc.,
5 Baldwin Technology Company, Inc., Baldwin Americas Corporation, Carr
6 Biosystems, LLC and each of their past, present and/or future, direct and/or indirect,
7 officers, directors, members, managers, employees, agents, representatives, attorneys,
8 insurers, partners, investors, shareholders, owners, administrators, parent companies,
9 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
10 venturers. *Settlement*, § I.LL.

- 11 b. **“Released Class Claims”** means all causes of action and factual or legal theories that
12 (i) were alleged in the operative Second Amended Complaint, or (ii) reasonably could
13 be alleged based on the facts and legal theories contained in the operative Second
14 Amended Complaint, including all of the following claims for relief: (a) failure to
15 pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide
16 proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure
17 to provide proper rest periods, and to properly provide premium pay in lieu thereof;
18 (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the
19 time of termination; (g) failure to provide complete, accurate or properly formatted
20 wage statements; (h) unfair business practices that could have been premised on the
21 claims, causes of action or legal theories of relief described above or any of the
22 claims, causes of action or legal theories of relief pleaded in the Second Amended
23 Complaint; (i) failure to keep requisite payroll records; (k) any other claims or
24 penalties under the wage and hour laws pleaded in the Action; and (l) all damages,
25 penalties, interest and other amounts recoverable under said claims, causes of action
26 or legal theories of relief. The Released Class Claims expressly exclude claims for
27 penalties under the Private Attorney General Act (PAGA), which shall be separately
28 released below. The period of the Release shall extend to the limits of the Class

1 Period. The res judicata effect of the Judgment will be the same as that of the Release.
2 Defendant shall be entitled to a release of Released Class Claims which occurred
3 during the Class Period, and expressly excluding all other claims, including claims for
4 vested benefits, wrongful termination, unemployment insurance, disability, social
5 security, workers' compensation, claims while classified as exempt, and claims
6 outside of the Class Period. *Settlement*, § I.JJ.

7 c. **Released PAGA Claims** means: all causes of action and factual or legal
8 theories for civil penalties under the California Labor Code Private Attorneys
9 General Act of 2004 against any of the Released Parties that (i) were alleged in
10 the operative Second Amended Complaint and in Plaintiff's notice of claims to
11 the LWDA, or (ii) reasonably could be alleged based on the facts and legal
12 theories contained in the operative Second Amended Complaint and in
13 Plaintiff's notice of claims to the LWDA. The period of the Release shall
14 extend to the limits of the PAGA Period. The res judicata effect of the
15 Judgment will be the same as that of the Release of Released PAGA Claims.
16 Defendant shall be entitled to a release of Released PAGA Claims which
17 occurred during the PAGA Period, and expressly excluding all other claims,
18 including claims for vested benefits, wrongful termination, unemployment
19 insurance, disability, social security, workers' compensation, claims while
20 classified as exempt, and claims outside of the PAGA Period. *Settlement*, §
21 I.KK.

22 d. **Plaintiff's Released Claims.** As of the Effective Date, for the consideration set
23 forth in this Agreement, Plaintiff, for himself and his heirs, successors and
24 assigns, hereby waives, releases, acquits and forever discharges the Released
25 Parties from any and all claims, actions, charges, complaints, grievances and
26 causes of action, of whatever nature, whether known or unknown, which exist
27 or may exist on Plaintiff's behalf as of the date of this Agreement, including,
28 but not limited to, any and all tort claims, contract claims, wage claims,

wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code sections 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code section 1542. *Settlement*, § III.D.

- (a) **Effective Date** means the later of the following: (i) the date the time expires to file an appeal of the Court's Judgment Granting Final Approval; or (ii) if a Notice of Appeal of the Court's Judgment Granting Final Approval is timely filed, then the date the appeal is finally resolved, if Final Approval is unaffected. *Settlement*, § I.O.

1 (b) **Option to Revoke Settlement.** Defendant has the unilateral right to revoke
2 the Settlement if, after the Response Deadline, the number of Class Members
3 who submit timely and valid written Requests for Exclusion from the
4 Settlement equals at least 5% of all Class Members, Defendant shall have, in
5 its sole discretion, the option to terminate this Settlement. *Settlement*, § III.R.
6 If Defendant exercises the option to terminate the Settlement, Defendant shall:
7 (a) provide written notice to Class Counsel within seven (7) calendar days
8 after the Response Deadline and (b) pay all Settlement Administration Costs
9 incurred up to the date or as a result of the termination; and the Parties shall
10 proceed in all respects as if this Agreement had not been executed. *Id.*

11 6. For settlement purposes only, the Notice Packet to be sent to Class Members, as to
12 form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Notice
13 Packet to Class Members satisfies Due Process, provides the best notice practicable under the
14 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class
15 Notice is attached to the Settlement as **Exhibit A**.

16 7. The Class Representative appointed for this matter is Plaintiff Mariano Aguirre Jr.. The
17 Class Representative Service Award, which is not to exceed \$7,500.00, is preliminarily approved.
18 *Settlement*, § III.M.

19 8. Class Counsel appointed for this matter is Moon Law Group, P.C. The Class Counsel
20 Fees Award, which is not to exceed thirty-three and one-third percent (33.33%) of the Maximum
21 Settlement Amount (\$666,600.00), and Class Counsel Costs Award, which is not to exceed
22 \$25,000.00, are preliminarily approved. *Settlement*, § III.M.

23 9. The Settlement Administrator appointed for this matter is ILYM Group, Inc. The
24 Settlement Administration Costs, which are not to exceed \$12,000.00, is preliminarily approved.
25 *Settlement*, § III.M.

26 10. A Final Fairness Hearing on the question of whether the Settlement terms, including the
27 Class Counsel Fees Award, Class Counsel Costs Award, and Class Representative Service Award,
28

should be finally approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within fourteen (14) calendar days after Preliminary Approval
Administrator to mail the Notice Packets by First Class Mail	Within fourteen (14) calendar days after the Administrator receives the Class Data
Response Deadline	Sixty (60) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
Final Fairness Hearing	February 14, 2024 at JAC in Department 14 of the Los Angeles County Superior Court CV 24-00123

11. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

12. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

13. Pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

14. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

15. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

16. The obligations set forth in the Settlement are deemed part of this Order. The Parties

are to carry out the Settlement in accordance with its terms.

IT IS SO ORDERED.

DATE: 07/31/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

Honorable ~~Kenneth R. Freeman~~
Judge of the Los Angeles County Superior Court
Timothy Patrick Dillon / Judge