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**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-WEHMLER GROUP,
 INC., a Missouri corporation; BARRY-
 WEHMLER COMPANIES, INC., a Missouri
 corporation; BARRY-WEHMLER 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-
 WEHMLER 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

FILED
 Superior Court of California
 County of Los Angeles

12/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

Case No.: 21STCV39617
 [Hon. Timothy Patrick Dillon, Dept. 15]

**~~PROPOSED~~ ORDER GRANTING
 FINAL APPROVAL OF CLASS ACTION
 AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities, the
 Declaration of Kane Moon, the Declaration of
 Plaintiff, Declaration of Cassandra Polites,
 and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: December 9, 2025
 Time: 9:00 a.m.
 Dept.: 15

Complaint filed: October 27, 2021
 Trial date: Not set

~~PROPOSED~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On July 31, 2025, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between plaintiff Mariano Aguirre Jr. ("Plaintiff") and defendant Barry-Wehmiller Companies, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Amended Settlement was attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on April 1, 2025.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to and incorporates all terms and definitions as set forth in the Settlement.
2. Plaintiff's Motion for Final Approval came before Department 15 of this Court, the Honorable Timothy Patrick Dillon presiding, on December 9, 2025.
3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and opt-outs from the
9 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and
10 **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class ("Class
12 Members"): all non-exempt employees who are or previously were employed by any of the
13 defendants named in the Second Amended Complaint and performed work in California during the
14 Class Period, or if any such person is incompetent, deceased, or unavailable due to military service,
15 his or her legal representative or successor in interest, evidenced by reasonable verification. The
16 "Class Period" is October 27, 2017 through March 31, 2024. (Settlement, § I.I.)

17 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
18 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
19 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
20 Settlement do not apply to the PAGA claims.

21 6. The release of the Released PAGA Claims shall bind the following individuals
22 ("PAGA Members"): all non-exempt employees who are or previously were employed by any of the
23 defendants named in the Second Amended Complaint and performed work in California at any time
24 from October 25, 2020, through March 31, 2024. (Settlement, § I.Y, I.BB.)

25 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
26 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
27 with respect to the PAGA claims being released under the Settlement. The Court further finds that
28 pursuant to California Labor Code section 2699(s)(2), the California Labor and Workforce

1 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
2 therefore bound by this Final Approval Order.

3 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
4 Settlement was on November 7, 2025.

5 9. Only one Request for Exclusion was received. Accordingly, 407 Class Members
6 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

7 10. The Court finds that a full opportunity has been afforded to Class Members to object
8 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
9 opportunity to object to the Settlement. No written Objections were received, and no Class Members
10 appeared at the Final Approval Hearing to present any Objections.

11 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
12 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
13 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
14 practicable under the circumstances, by providing individual and adequate notice of the proceedings
15 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
16 requirements of due process and provided the Class Members with adequate instructions and a variety
17 of means to obtain additional information.

18 12. Effective on the date when Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
21 Parties as follows (Settlement, ¶ I. JJ-LL.):

- 22 a. “Released Class Claims” All causes of action and factual or legal theories that (i)
23 were alleged in the operative Second Amended Complaint, or (ii) reasonably could
24 be alleged based on the facts and legal theories contained in the operative Second
25 Amended Complaint, including all of the following claims for relief: (a) failure to
26 pay minimum wages; (b) failure to pay overtime compensation; (c) failure to
27 provide proper meal periods, and to properly provide premium pay in lieu thereof;
28 (d) failure to provide proper rest periods, and to properly provide premium pay in

1 lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages
2 timely at the time of termination; (g) failure to provide complete, accurate or
3 properly formatted wage statements; (h) unfair business practices that could have
4 been premised on the claims, causes of action or legal theories of relief described
5 above or any of the claims, causes of action or legal theories of relief pleaded in
6 the Second Amended Complaint; (i) failure to keep requisite payroll records; (k)
7 any other claims or penalties under the wage and hour laws pleaded in the Action;
8 and (l) all damages, penalties, interest and other amounts recoverable under said
9 claims, causes of action or legal theories of relief. The Released Class Claims
10 expressly exclude claims for penalties under the Private Attorney General Act
11 (PAGA), which shall be separately released below. The period of the Release shall
12 extend to the limits of the Class Period. The res judicata effect of the Judgment will
13 be the same as that of the Release. Defendant shall be entitled to a release of
14 Released Class Claims which occurred during the Class Period, and expressly
15 excluding all other claims, including claims for vested benefits, wrongful
16 termination, unemployment insurance, disability, social security, workers'
17 compensation, claims while classified as exempt, and claims outside of the Class
18 Period. (Settlement, § I.JJ.)

- 19 b. "Released Parties" are Barry-Wehmiller Companies, Inc., Barry-Wehmiller
20 Group, Inc, BW Packaging Systems, Inc., Barry-Wehmiller Design Group,
21 Inc., Thiele Technologies LLC, Design Group Facility Solutions, Inc.,
22 Pneumatic Scale Angelus, LLC, Angelus Sanitary Can Machine Company,
23 LLC, Angelus Machine Corporation, International, BW Flexible Systems,
24 LLC, BW Integrated Systems, LLC, Accraply, LLC, Alliance Machine
25 Systems International, LLC, Barry-Wehmiller Papersystems, Inc., The
26 Ward Machinery Company, Paper Converting Machine Company,
27 Synerlink, USA, Inc., AROL North America, Inc., W+D North America,
28 Inc., Baldwin Technology Company, Inc., Baldwin Americas Corporation,

1 Carr Biosystems, LLC and each of their past, present and/or future, direct
2 and/or indirect, officers, directors, members, managers, employees, agents,
3 representatives, attorneys, insurers, partners, investors, shareholders,
4 owners, administrators, parent companies, subsidiaries, affiliates, divisions,
5 predecessors, successors, assigns, and joint venturers. (Settlement, § I.LL.)

6 c. General Release by Plaintiff. As of the Effective Date, for the consideration set
7 forth in this Agreement, Plaintiff, for himself and his heirs, successors and
8 assigns, hereby waives, releases, acquits and forever discharges the Released
9 Parties from any and all claims, actions, charges, complaints, grievances and
10 causes of action, of whatever nature, whether known or unknown, which exist
11 or may exist on Plaintiff's behalf as of the date of this Agreement, including, but
12 not limited to, any and all tort claims, contract claims, wage claims, wrongful
13 termination claims, disability claims, benefit claims, public policy claims,
14 retaliation claims, statutory claims, personal injury claims, emotional distress
15 claims, invasion of privacy claims, defamation claims, fraud claims, quantum
16 meruit claims, and any and all claims arising under any federal, state or other
17 governmental statute, law, regulation or ordinance, including, but not limited to,
18 claims for violation of the Fair Labor Standards Act, the California Labor Code,
19 the Wage Orders of California's Industrial Welfare Commission, other state
20 wage and hour laws, the Americans with Disabilities Act, the Age
21 Discrimination in Employment Act (ADEA), the Employee Retirement Income
22 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
23 Employment and Housing Act, the California Family Rights Act, the Family
24 Medical Leave Act, California's Whistleblower Protection Act, California
25 Business & Professions Code sections 17200 et seq., and any and all claims
26 arising under any federal, state or other governmental statute, law, regulation or
27 ordinance. Plaintiff hereby expressly waives and relinquishes any and all
28 claims, rights or benefits that he may have under California Civil Code section

1542, which provides as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Plaintiff may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but he expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment. (Settlement, § III.D.)

13. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, PAGA Members, the State of California, the Labor Workforce Development Agency, and Class Counsel will release the Released PAGA Claims against all Released Parties as follows:

- a. Released PAGA Claims means: all causes of action and factual or legal theories for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the Released Parties that (i) were alleged in the operative Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA, or (ii) reasonably could be alleged based on the facts and legal theories contained in the operative Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA. The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release of Released PAGA Claims. Defendant shall be entitled to a release of

Released PAGA Claims which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period. (Settlement, § I.KK.)

14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

15. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

16. Defendant shall fully fund the Gross Settlement Amount (\$2,000,000.00) and also fund the amounts necessary to fully pay the employer-side taxes owed on the wage portion of the Settlement Shares by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date.

17. Within 25 days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

18. A total amount of \$200,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (\$150,000.00) to the LWDA ("the LWDA PAGA Payment") and 25% (\$50,000.00) to Aggrieved Employees (the "Individual PAGA Payments").

19. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee, the Court approves and orders a service award to Plaintiff in the amount of \$7,500.00 (the

1 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for his
2 significant contributions and participation throughout all stages of the litigation, for the risks and
3 duties attendant to his role as the Class Representative, and for his general release of claims against
4 the Released Parties.

5 20. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
6 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
7 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
8 adequately represented Class interests. The Court approves and orders the payments to Class
9 Counsel, payable from the Settlement Amount, of **\$666,600.00** for reasonable attorneys’ fees (the
10 “Class Counsel Fees Payment”), and **\$22,528.41** for reimbursement of out-of-pocket costs (the
11 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
12 considering the benefits provided to the Class.

13 21. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
14 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
15 Settlement Administrator of **\$8,950.00** (“Administration Expenses Payment”), payable from the
16 Gross Settlement Amount, for settlement administration.

17 22. Pursuant to California Code of Civil Procedure section 384, following the expiration
18 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
19 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
20 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check
21 prior to the void date.

22 23. In accordance with California Rule of Court 3.771(b), notice of the concurrently
23 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
24 on its website for no less than ninety (90) calendar days following entry thereof.

25 24. This Final Approval Order and the concurrently filed Judgment are intended to be a
26 final disposition of the Action in its entirety and are intended to be immediately appealable.

27 25. The obligations set forth in the Settlement are deemed part of this Final Approval
28 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to

1 carry out the Settlement according to its terms and provisions.

2 26. Following entry of the concurrently filed Judgment, and without affecting the finality
3 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
4 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
5 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
6 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
7 by law.

8 27. The Settlement is finally approved but is not an admission by Defendant of the
9 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
10 law. Neither the Settlement nor any related document shall be offered or received in evidence in
11 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
12 necessary to consummate or enforce the Settlement.

13 28. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
14 ~~September~~ December 11, 2026 at 4:00 a.m./p.m. in Department 15. Class Counsel are ordered to file a
15 final report and declaration by the Administrator regarding settlement distribution no later than
16 two (2)
~~five (5)~~ court days prior to the Compliance Hearing. No appearance will be required at the
17 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
18 Agreement are complete.

19 **IT IS SO ORDERED.**

20 DATE: 12/09/2025



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

THE HON. TIMOTHY PATRICK DILLON
Judge of the Superior Court, Los Angeles County
Timothy Patrick Dillon / Judge