

FILED
Superior Court of California
County of Los Angeles
04/15/2025
David W. Styrba, Executive Officer / Clerk of Court
By: L. Ennis Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

KARNELYA LESLEY PRICE
individually, and on behalf of all others
similarly situated,

PLAINTIFF,

vs.

CALIFORNIA PLASTIC CONTAINERS,
INC., a California Corporation; and
DOES 1 through 50, inclusive,

DEFENDANT.

Case No: 22STCV11693

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: April 15, 2025
Time: 10:00 a.m.
Dept.: SS14

1 WHEREAS, Plaintiff Karnelya Leley Price (hereafter “Plaintiff”) has filed her Motion for
2 Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, Administration
3 Costs, And Class Representative Service Payment. The matter came on regularly for hearing on
4 April 15, 2025, at 10:00 a.m. in Department SS14 of the above-referenced Court. Counsel for
5 Plaintiff and Defendants California Plastic Containers, Inc. and its owner Jeff Vice Defendant
6 (“Defendant”) appeared. Having considered the papers filed by all parties and the proceedings
7 had and otherwise being fully informed,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

9 1. This Final Approval Order and Judgment (“Order”) incorporates by reference the
10 definitions in the Amended Class Action and PAGA Settlement Agreement and Class Notice (the
11 “Agreement” or “Settlement Agreement”) filed in this matter. All terms defined in the Settlement
12 shall have the same meaning in this Order. Solely for purposes of effectuating the Settlement,
13 the Court has certified a Class defined as follows: “all non-exempt employees who worked for
14 Defendants in California between October 17, 2019, and May 31, 2023.”

15 2. The Court further approves the terms of settlement relating to Aggrieved
16 Employees for the PAGA claim defied as follows: “all non-exempt employees who worked for
17 Defendants in California between January 17, 2021, and May 31, 2023”.

18 3. This Court has jurisdiction over the subject matter of this litigation and over all
19 parties to the litigation, including Plaintiff and the Class Members.

20 4. The Court finds that pursuant to the Preliminary Approval Order, the Settlement
21 Administrator mailed a Class Notice to Class Members (and Plaintiff, on behalf of herself and as
22 agent and proxy on behalf of the LWDA). The Class Notice fairly and adequately informed Class
23 Members (and PAGA Aggrieved Employees) of the terms of the proposed Settlement and the
24 benefits available to Class Members/Aggrieved Employees thereunder. The Class Notice further
25 informed Class Members (and PAGA Aggrieved Employees) of the pendency of the Action, of
26 the proposed Settlement, of Class Members’ right (and that of PAGA Aggrieved Employees) to
27 receive their share of the Settlement (if approved), of the scope and effect of the Released Claims,
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1 of the preliminary Court approval of the proposed Settlement, of exclusion and objection forms
2 for Class Members (not PAGA Aggrieved Employees), timing and procedures, of the date of the
3 Final Approval Hearing, and of the right to attend the Final Approval Hearing. Class Members
4 had adequate time to consider this information and to use the procedures identified in the Class
5 Notice. The Court finds and determines that this notice procedure afforded adequate protection to
6 Class Members/Aggrieved Employees and provides the basis for the Court to make an informed
7 decision regarding approval of the Settlement based on the responses of Class Members and met
8 applicable requirements of due process.

9 5. The Court finds that no individuals opted out of the Settlement.

10 6. The Court finds no objections were submitted to the Settlement.

11 7. The Court finds that the Settlement offers significant monetary recovery to Class
12 Members (and PAGA Aggrieved Employees) and finds that such recovery is fair, adequate and
13 reasonable when balanced against further litigation related to liability and damages issues. The
14 Court further finds that the Parties have conducted significant investigation, formal and informal
15 discovery, research and litigation such that counsel for the Parties are able to reasonably evaluate
16 their respective positions at this time. The Court finds that the proposed Settlement, at this time,
17 will avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay
18 inherent to further prosecution of the claims being alleged. The Court further finds that the Parties
19 reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus,
20 the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in
21 all respects, fair, adequate and reasonable, and consistent with and in compliance with California
22 law, and orders the Parties to effectuate the Settlement according to its terms.

23 8. The Court further finds and orders as follows:

24 a. Plaintiff is an adequate representative of the Settlement Class and PAGA
25 Aggrieved Employees and it appoints her as Class Representative. Furthermore, it
26 approves payment of a Class Representative Service Payment in the amount of \$7,500 to
27 Plaintiff. This payment is to come out of the Gross Settlement Amount in recognition of
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1 her service on behalf of the Class, which is in addition to her payments as a Settlement
2 Class Member and PAGA Aggrieved employee. The Class Representative Service
3 Payment will be paid in accordance with the terms of the Settlement.

4 b. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP and Marcia
5 Guzman of GUZMÁN & TOKAR LLP have adequately represented the Settlement Class
6 including for the purpose of entering into and implementing the Settlement, and they are
7 appointed as Class Counsel. Furthermore, the Court approves Class Counsels' request for
8 Attorney's Fees in the amount of \$235,500, and Costs of \$23,310.62. The Attorney's fees
9 and litigation expenses shall be paid in accordance with the Settlement. The Parties are to
10 bear their own attorney's fees and costs, except as otherwise provided in this paragraph.

11 c. The Court approves the Settlement Administration Fee of \$10,000, to be paid to
12 ILYM Group out of the Gross Settlement Amount. The Court further orders ILYM Group
13 to distribute payment of the settlement funds in accordance with the terms of the
14 Settlement.

15 d. The Court approves the PAGA Payment of \$25,000.00, with \$18,750.00 going to
16 the LWDA and \$6,250.00 to be paid to Aggrieved Employees as provided in the
17 Settlement Agreement.

18 e. The Court approves the payments to the Settlement Class Members and PAGA
19 Aggrieved Employees, according to the terms of the Settlement Agreement and this Order.

20 f. In accordance with the terms of the Settlement, the Court orders that all
21 Participating Class Members (and PAGA Aggrieved Employees), regardless of whether
22 or not they cash any individual settlement amount check, will be bound by the releases
23 detailed in the Settlement and this Order.

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25 9. Upon the occurrence of the Effective Date, as defined in the Settlement
26 Agreement, the Court hereby orders that all Participating Class Members shall be deemed to have
27 released the "Released Claims" against Released Parties, for the following released claims:
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1 All claims that were alleged, or reasonably could have been alleged, based on the
2 Class Period facts stated in the Operative Complaint including any and all claims
3 involving any alleged failure to pay minimum wage, overtime, provide compliant
4 meal periods and rest breaks, reimburse for business expenses, provide compliant
5 wage statements and pay all wages due at the time employment ends. Participating
6 Class Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation, or
9 claims based on facts occurring outside the Class Period.

10
11 10. Upon the occurrence of the Effective Date, as defined in the Settlement
12 Agreement, the Court hereby orders that the following claims shall be deemed to be fully released
13 regarding the PAGA:

14 All Participating and Non-Participating Class Members who are Aggrieved
15 Employees are deemed to release, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, the Released Parties from all claims for PAGA
18 penalties that were alleged, or reasonably could have been alleged, based on
19 the PAGA Period facts stated in the Operative Complaint and the PAGA
20 Notice including, e.g., "any and all claims involving any alleged failure to
21 pay minimum wage, overtime, provide compliant meal periods and rest breaks,
22 reimburse for business expenses, provide compliant wage statements and pay
23 all wages due at the time employment ends.

24 11. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiff
25 shall further release all unknown claims against Defendant and/or the Released Parties which are
26 covered by California Civil Code Section 1542, and Plaintiff waives any claims she may have
27 pursuant to this section, which states: "A general release does not extend to claims that the creditor
28 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."

12 Neither this Order nor the Settlement (or any other document referred to in this
Order or the Settlement), may be construed as, or may be used as, an admission of liability or
fault by Defendants or the Released Parties, or a finding as to the validity of any claims in the
lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties

1 and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms
2 or provisions, nor any of the negotiations or proceedings connected with them, shall be offered
3 as evidence or received in evidence in any pending or future civil, criminal, or administrative
4 action or proceeding to establish any liability of, or admission by, the Released Parties.
5 Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of
6 this Order or the entry of Judgment in a proceeding to consummate or enforce the Settlement or
7 defend against the assertion of claims in any other proceeding, or as otherwise required by law.
8 This Order and the Settlement may be filed in any action against or by Defendant or the Released
9 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
10 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
11 preclusion, issue preclusion or similar defense or counterclaim.

12 13. The Court further directs the Parties to effectuate the Settlement according to the
13 terms of the Settlement Agreement, including payment to Class Members, ILYM Group, the
14 LWDA, Aggrieved Employees and Class Counsel and sending uncashed checks to the State
15 Controller's Office, Unclaimed Property Division.

16 14. This Order is intended to be a final disposition in its entirety of the above captioned
17 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
18 of all matters relating to the interpretation, administration, implementation, effectuation, and
19 enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

20 ~~15. A Final Accounting Compliance Hearing regarding the distribution and final~~
21 ~~accounting of the settlement funds is set for February 15, 2026, at 10:00 a.m. in Department SS14.~~
22 ~~The Parties are directed to provide a report to the Court at least 7 calendar days before the hearing~~
23 ~~date on the status of the distribution of the class and PAGA settlement proceeds.~~

24 16. The Parties are ordered to cause a copy of this Order and Judgment to be posted
25 by the Settlement Administrator, ILYM Group, on its website, to provide notice to the Class as
26 required by California Rule of Court 3.771(b). Plaintiff is directed to submit a copy of this Order
27 and Judgment to the LWDA.
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1 17. The Court hereby **ORDERS, ADJUDGES AN DECREES** that a judgment in
2 this matter is hereby entered in accordance with the above. The Court will retain jurisdiction
3 over the parties to enforce the terms of the settlement pursuant to California Rules of Court,
4 Rule 3.769(h).

5 **IT IS SO ORDERED.**

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7 DATED: 04/15/2025



Samantha Jessner / Judge

Judge of the Superior Court