

**FILED**  
Superior Court of California  
County of Los Angeles

09/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes 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 GRANTING  
PRELIMINARY APPROVAL OF CLASS-  
ACTION SETTLEMENT AND  
CONDITIONAL CERTIFICATION OF THE  
PROPOSED SETTLEMENT CLASS

Date: September 17, 2024

Time: 11:00 a.m.

Dept.: SS14

1 On January 17, 2022 Plaintiff Karnelya Price (“Plaintiff”) filed the initial class-action  
2 complaint in the Superior Court of Los Angeles County, styled *Karnelya Lesley Price v. California*  
3 *Plastic Containers, Inc.*, Case No. Case No 22STCV11693, on behalf of herself and all others  
4 similarly situated current employees of Defendant California Plastic Containers, Inc.,  
5 (“Defendant”). The Complaint asserted claims under the California Labor Code for failure to pay  
6 wages for all hours worked, failure to pay overtime wages, failure to provide compliant meal  
7 periods and rest breaks, failure to reimburse for business expenses, failure to provide accurate  
8 itemized wage statements, and a derivative claim under the California Unfair Competition Law  
9 and one under the California’s Private Attorneys General Act (“PAGA”), Cal. Labor Code section  
10 2699, *et seq.* On October 27, 2022, Plaintiff filed a First Amended Complaint to add a cause for  
11 failure to pay all wages at the time employment ends.

12 After conducting informal discovery, the Parties participated in private mediation before  
13 Steve Pearl on October 17, 2023. A settlement was not reached that day, but through further  
14 settlement discussions over many months, a settlement was reached the following year, the terms  
15 of which are embodied in the Class Action and PAGA Settlement Agreement and Class Notice  
16 (the “Agreement” or “Settlement Agreement”).

17 On September 17, 2024, the hearing on the Motion for Preliminary Approval of Class  
18 Action Settlement and Conditional Certification of the Proposed Settlement Class (the  
19 “Preliminary Approval Motion”) was held before this Court. The Court, having reviewed the  
20 Memorandum of Points and Authorities in Support of the Preliminary Approval Motion, all other  
21 papers and documents presented, having heard the arguments of counsel, and having considered  
22 the matter, and making findings and rulings at the hearing:

23 **IT IS HEREBY ORDERED:**

24 1. The Court hereby GRANTS preliminary approval of the terms contained in the  
25 Agreement. The Court preliminarily finds that the terms of the Agreement appear to be  
26 presumptively fair (*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996), and are within  
27 the “ballpark” of reasonableness based on an independent and objective review of the well-  
28

1 recognized factors in evaluating whether a class-action settlement is fair, adequate and reasonable.  
2 See e.g., *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008) (citing *Dunk, supra*,  
3 48 Cal.App.4th at 1801); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 799  
4 (2009); *Munoz v. BCI Coca-Cola Bottling Company of Los Angeles*, 186 Cal.App.4th 399, 407  
5 (2010); *In re Cellphone Fee Terminations Cases*, 186 Cal.App.4th 1380, 1389 (2010).

6           2.       It appears to the Court on a preliminary basis that: (1) the settlement amount is  
7 fair and reasonable to the Settlement Class when balanced against the probable outcome of further  
8 litigation relating to class certification, trial, and potential appeals; (2) significant discovery,  
9 investigation, research, and litigation have been conducted such that counsel for the Parties are  
10 able to reasonably evaluate their respective positions at this time; (3) settlement at this time will  
11 avoid substantial costs, delay, and risks that would be presented by the further pursuit of litigation;  
12 and (4) the proposed settlement has been reached as the result of intensive, serious, and non-  
13 collusive arms'-length negotiations between the Parties.

14           3.       The Court hereby GRANTS conditional certification of the provisional class,  
15 pursuant to California Code of Civil Procedure § 382, in accordance with the Agreement for the  
16 purpose of this class settlement only. The Settlement Class is defined as all current and former  
17 hourly non-exempt employees of Defendant in California at any time from October 17, 2019,  
18 through May 31, 2023.

19           4.       The Court hereby GRANTS conditional approval of the PAGA Release. The  
20 Aggrieved Employees are defined as all current and former hourly non-exempt employees of  
21 Defendant in California at any time from January 17, 2021, through May 31, 2023.

22           5.       The Court hereby authorizes the retention of ILYM Group as Settlement  
23 Administrator for the purpose of this settlement.

24           6.       The Court hereby conditionally finds that Ian M. Silvers of Bisnar|Chase LLP  
25 and Marcia Guzmán of Guzmán & Tokar LLP ("Class Counsel") may act as lead counsel for the  
26 Settlement Class, and that Plaintiff may act as Class Representatives for the Settlement Class.

27           7.       The Court hereby APPROVES the Notice of Class Action Settlement (the  
28

1 “Notice”) attached hereto as **EXHIBIT 1**. The Court finds that the Notice constitutes the best  
2 notice practicable under the circumstances and is in full compliance with the laws of the State of  
3 California, to the extent applicable, the United States Constitution, and the requirements of due  
4 process. The Court further finds that the Notice appears to fully and accurately inform the  
5 Settlement Class Members of all material elements of the proposed Agreement, of the Settlement  
6 Class Members’ right to be excluded from the settlement, and of each Settlement Class member’s  
7 right and opportunity to object to the Agreement. The Notice shall be mailed via first class mail  
8 to the most recent known address of each Settlement Class member within ten (10) calendar days  
9 following the receipt of Settlement Class Member information from Defendant.

10 8. The Court further ORDERS that Class Counsel shall file the Motion for Final  
11 Approval of the Class-Action Settlement and the Motion for Final Approval of Attorneys’ Fees,  
12 Costs, and Class Representative Incentive Awards, with the appropriate declarations and  
13 supporting evidence, by sixteen (16) court days prior to the Final Approval Hearing.

14 9. The Court further ORDERS that each Settlement Class member who does not  
15 request exclusion from the settlement, shall be given a full opportunity to object to the Agreement  
16 and to participate at the Final Approval Hearing at which the Court will address final approval of  
17 the settlement including attorneys’ fees, costs, administration costs and class representative service  
18 payment, which the Court sets to commence on ~~January 17, 2025 at 10:00 a.m.~~ ~~in Department~~  
19 ~~SS14 of the Superior Court of the State of California, County of Los Angeles, 312 N Spring St,~~  
20 ~~Los Angeles, CA 90012~~

21 10. Any Settlement Class member seeking to object to the Agreement must mail or  
22 fax his or her objection to the Settlement Administrator no later than forty-five (45) calendar days  
23 after the mailing of the Notice and accompanying forms to Settlement Class Members, unless the  
24 Court requires a longer period, in which case the Court-ordered objection period will apply. If the  
25 45th day falls on a Sunday or federal holiday, the time to object to the Settlement Agreement will  
26 be extended to the next day on which the U.S. Postal Service is open. Except that should the  
27 Response Deadline (or any extension(s) thereof) fall on a Saturday and regular U.S. Mail service  
28

1 is in operation that day, then no further extension pursuant to this paragraph shall apply to these  
2 specific deadlines Under no circumstances shall the objection deadline be extended for any reason  
3 other than the above, including non-receipt of the Notice.

4 11. Following Final Approval of the Settlement, the Settlement Class members will  
5 be paid an Individual Class Payment and, if applicable, an Individual PAGA Payment as calculated  
6 under Sections 3.2.4 and 3.2.5.1 of the Agreement, unless the Settlement Class member submits  
7 an opt-out form within 45 calendar days from the date the Settlement Administrator mails the  
8 Notice and accompanying forms to Settlement Class Members (but he/she will receive the  
9 Individual PAGA Payment, if applicable, regardless of whether he/she opts out of the class).

10 12. The Court further ORDERS that, pending further order of this Court, all  
11 proceedings in this action, except those contemplated herein and in the Agreement, are stayed.

12 13. If the Court grants final approval, Settlement Class Members (who have not opted  
13 out) and their successors shall conclusively be deemed to have given a release, as set forth in the  
14 Agreement and Notice, against the released parties, and all such Settlement Class Members and  
15 their successors shall be permanently enjoined and forever barred from asserting any released  
16 claims against the released parties. Specifically, Settlement Class Members shall release  
17 Defendant and the Released Parties of the following:

18  
19 All claims that were alleged, or reasonably could have been alleged, based  
20 on the Class Period facts stated in the Operative Complaint including any  
21 and all claims involving any alleged failure to pay minimum wage, overtime,  
22 provide compliant meal periods and rest breaks, reimburse for business  
23 expenses, provide compliant wage statements and pay all wages due at the  
24 time employment ends. Participating Class Members do not release any other  
25 claims, including claims for vested benefits, wrongful termination, violation  
26 of the Fair Employment and Housing Act, unemployment insurance,  
27 disability, social security, workers' compensation, or claims based on facts  
28 occurring outside the Class Period.

14. Further if the Court grants final approval, Plaintiff on behalf of himself and as an  
agent and proxy on behalf of the LWDA, shall conclusively be deemed to have given a release, as  
set forth in the Agreement, against the released parties. Specifically, the following shall be

released:

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

15. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future claims, lawsuits or proceedings and be final and binding upon Plaintiff and all Settlement Class Members, excluding only those who have expressly opted out of the settlement by submitting a valid Request for Exclusion, and all Aggrieved Employees.

**IT IS SO ORDERED.**

Dated: 09/17/2024



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

HON. KENNETH R. FREEMAN  
Kenneth R. Freeman / Judge