

1 This matter having come before the Court on May 27, 2025 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Class and PAGA
4 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) submitted in
5 support of the Motion for Preliminary Approval of Class and Representative Action Settlement; and
6 due and adequate notice having been given to the Class Members as required in the Preliminary
7 Approval Order; and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
9 **ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement;
11 Enhancement Awards; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
14 Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed at
19 defendant Unix Packaging, LLC, fka Unix Packaging, Inc. (“Unix” or “Defendant”), as hourly-paid,
20 non-exempt employees in the State of California at any time during the period from April 28, 2017
21 through March 22, 2024 (“Class Period”). The Settlement Class expressly excludes all employees
22 hired by South Bay Safety Inc., and placed to work at Unix, who were not hired directly by Unix.

23 5. “Plaintiff” refers to plaintiff Ruben Ruiz.

24 6. The parties released shall include: Defendant and all their present and former parent
25 companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
26 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which
27 could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

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1 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
2 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Class
4 Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties
5 as follows:

6 a. Class Members: For the duration of the Class Period, all Participating Class
7 Members, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors and assigns,
9 release Released Parties from all claims that were alleged or reasonably could have
10 been alleged based on the facts stated in the Operative Complaint including: (1) all
11 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum
12 wages; (3) all claims for failure to provide meal periods or compensation in lieu
13 thereof; (4) all claims for failure to provide rest periods or compensation in lieu
14 thereof; (5) all claims for waiting time penalties; (6) all claims for wage statement
15 violations; (7) all claims for failure to indemnify; and (8) all claims asserted through
16 California Business & Professions Code section 17200, *et seq.*, arising out of the
17 Labor Code violations referenced in the Operative Complaint.

18 b. Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
19 Employees are deemed to release, on behalf of themselves and their respective
20 former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, the Released Parties from all claims for PAGA penalties that
22 were alleged, or reasonably could have been alleged, based on the facts stated in the
23 Operative Complaint and the PAGA Notice, including, claims for PAGA penalties
24 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in
25 connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202,
26 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174,
27 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5.

1 8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
2 Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement
3 Agreement and the other matters set forth herein have been completed in conformity with the
4 Preliminary Approval Order, including individual notice to all Class Members who could be
5 identified through reasonable effort, and was the best notice practicable under the circumstances.
6 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
7 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
8 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9 9. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
10 to the Settlement, and zero (0) submitted any Workweek disputes.

11 10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
12 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
13 settlement under California law, including the provisions of Code of Civil Procedure section 382
14 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
15 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
17 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
18 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
19 as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds
20 that the Parties have conducted extensive and costly investigation and research, and counsel for the
21 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
22 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
23 be presented by the further prosecution of this Action. The Court has noted the significant benefits
24 to the Class Members under the Settlement. The Court also finds that the class is properly certified
25 as a class for settlement purposes only.

26 12. The Court approves plaintiff Ruben Ruiz as class representative.

27 13. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
28 as Class Counsel.

1 14. The Court approves ILYM Group, Inc. (“ILYM”), as the Settlement Administrator.

2 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
3 \$275,000.00, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
4 In addition, the Court awards Class Counsel reimbursement of their costs of \$29,065.75 to be
5 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
6 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
7 Agreement. V@Áæ[!]}^Á^•ÁÁ^æ[}æ|/Á Á @Á-Á@Á^}^ÁÁæÁ^ÁÁ!Á@Áæ•È

8 16. The Court hereby approves an enhancement award of ~~\$7,500.00~~ to Plaintiff, in
9 consideration of his time, effort and risk incurred on behalf of the Settlement Class, and for
10 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
11 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
12 Settlement Amount as set forth in the Settlement Agreement.

13 17. The Court hereby approves the Settlement Administrator's cost in the amount of
14 \$11,550.00. The Settlement Administrator, ILYM, shall be paid the cost of administration of the
15 settlement from the Gross Settlement Amount.

16 18. The Court hereby approves the PAGA penalties in the amount of \$82,500.00, of which
17 \$61,875.00 shall be paid to the LWDA and the remaining \$20,625.00 to be distributed to the
18 “Aggrieved Employees”, defined as all persons currently or formerly employed by defendant Unix
19 Packaging, LLC, fka Unix Packaging, Inc. (“Unix” or “Defendant”), as hourly-paid, non-exempt
20 employees in the State of California at any time during the period from April 27, 2020 through the
21 end of the Class Period (“PAGA Period”). “Aggrieved Employees” expressly excludes all
22 employees hired by South Bay Safety Inc., and placed to work at Unix, who were not hired directly
23 by Unix.

24 19. The Net Settlement Amount of \$419,384.25 available to pay Settlement Class Members
25 was determined by subtracting the requested Class Counsel attorneys' fees (\$275,000.00), Class
26 Counsel's costs (\$29,065.75), enhancement award to Plaintiff (\$7,500.00), the PAGA penalties
27 (\$82,500.00), and costs of settlement administration (\$11,550.00) from the Gross Settlement
28 Amount (\$825,000.00).

20. Except as expressly provided herein, the Parties each shall bear all their own fees and costs in connection with this matter.

21. Defendant shall fully fund the Gross Settlement Amount, and Defendant shall fund the amounts necessary to fully pay its share of employer payroll taxes by transmitting 50% of the Gross Settlement Amount and 50% of the employer payroll taxes to the Administrator no later than 30 calendar days after the Effective Date, and the remaining 50% of the Gross Settlement Amount and employer payroll taxes to the Administrator no later January 22, 2026.

22. Within 7 days after Defendant funds the first 50% portion of the Gross Settlement Amount and the employer's share of payroll taxes, the Administrator will simultaneously mail checks for 50% of 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 (the "First Distribution"). Within 7 days after Defendant funds the last 50% portion of the Gross Settlement Amount and the employer's share of payroll taxes, the Administrator will simultaneously mail checks for the remaining 50% of 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 (the "Second Distribution").

23. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

24. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of the released claims against Defendant.

25. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled for January 22, 2026, at 10:00 a.m., in Department 12 of the above entitled Court. At

1 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
2 the claims have been paid and that administration of all the terms and conditions of the class action
3 settlement have been completed. Should the Court find that said declaration has sufficiently
4 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
5 Administration of the Class Action Settlement will go off-calendar.

6 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
7 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
8 and all orders and judgments entered in connection therewith.

9 **IT IS SO ORDERED.**

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11 Dated: 05/27/2025, 2025



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Judge of the Superior Court