

N O S R A T I L A W
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FILED
Superior Court of California
County of Los Angeles
09/19/2023

David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

Attorneys for Plaintiff,
ANTHONY MENDEZ and the CLASS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT, UNLIMITED JURISDICTION

ANTHONY MENDEZ, an individual, and all
other similarly situated employees;

Plaintiff,

vs.

COMMAND PACKAGING, LLC, a California
Limited Liability Company; REVOLUTION
PLASTICS, LLC, a California Limited Liability
Company, and DOES 1 through 50, inclusive;

Defendants.

Case No. 20STCV40910

{Assigned for all purposes to the Honorable
Stuart M. Rice, Department SSC-1}

~~[AMENDED PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

Complaint Filed: October 26, 2020

Having read and considered the documents and pleadings filed in support of Plaintiff's
motion for preliminary approval of class settlement and argument thereon, and supplemental
briefing, declaration and revised Settlement Agreement signed September 13, 2023, the Court,
hereby ORDERS as follows:

1. Granting preliminary approval of the proposed Class Settlement ("Settlement") upon the terms
and conditions set forth in the proposed Settlement Agreement Between Plaintiff and
Defendant ("Settlement Agreement") and granting preliminary approval of the following

NOSRATILAW, APLC
1801 CENTURY PARK EAST, SUITE 840, L.A., CA 90067

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1 amounts pursuant to the Settlement Agreement;

- 2 a. A Gross Settlement Amount of \$500,000.00. The Gross Settlement Amount is non-
3 reversionary. Defendant will separately pay any and all employer payroll taxes owed
4 on the Wage Portions of the Individual Class Payments.
- 5 b. A Class Representative Service Payment to the Class Representative in the amount of
6 \$5,000.00.
- 7 c. A Class Counsel Fees Payment of \$165,000.00 and Class Counsel Litigation Expenses
8 Payment not to exceed \$15,000.00.
- 9 d. An Administrator Expenses Payment not to exceed \$15,000.00 except for a showing of
10 good cause and as approved by the Court.
- 11 e. The Net Settlement Amount of approximately \$300,000.00 will be distributed by the
12 Third Party Administrator to the Participating Class Members as set forth in the
13 Settlement Agreement.

14 2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional certification,
15 for settlement purposes only, of the proposed Settlement Class, defined as follows:

16 All current and former non-exempt employees working on the production line who worked for
17 Defendants (“Class Members”), who worked in California from October 26, 2016 until August
18 31, 2021 (the “Class Period”);

- 19 3. Approving, as to form, and ordering the proposed Class Notice Packet (“Class Notice”) be
20 given to the Settlement Class;
- 21 4. Appointing Phoenix Settlement Administrators as the Claims Administrator and directing the
22 Claims Administrator to distribute the Class Notice to the Class pursuant to the procedures set
23 forth in the terms of the Settlement Agreement;
- 24 5. Questions of law or fact that are common to the Settlement Class predominate over
25 individualized questions of law or fact. Such questions include the following: (1) whether
26 Defendant provided lawful duty free meal periods, or premium payments in lieu thereof; (2)
27 whether Defendant provided lawful duty free rest periods, or premium payment in lieu thereof;
28 (3) whether Defendant failed to pay all wages, including overtime; and (4) whether Defendant

- 1 failed to provide accurate wage statements.
- 2 6. The Court also finds that the claims of Plaintiff are typical of the claims of the members of the
- 3 Class and that he will fairly and adequately protect the interests of the Settlement Class.
- 4 7. Certification of the Settlement Class is superior to other available methods for the fair and
- 5 efficient adjudication of the controversy.
- 6 8. Accordingly, Plaintiff, ANTHONY MENDEZ is hereby appointed as Class Representative;
- 7 his counsel of record, Omid Nosrati of NOSRATILAW, APLC is appointed as Class Counsel
- 8 for the Settlement Class.
- 9 9. The Court finds that the Class Notice of Settlement (“Class Notice”) attached as Exhibit 2 to
- 10 the Second Supplemental Declaration of Omid Nosrati, Esq. that was filed on September 14,
- 11 2023 meets the requirements of due process and is the best practicable method of notice that
- 12 is reasonably calculated to apprise Class Members of the Settlement Agreement and their rights
- 13 under the Settlement, including, but not limited to, their right to payment under the Settlement,
- 14 their right to object to the Settlement, their right to challenge the data used to calculate the
- 15 settlement payment, and their right to opt out of the Settlement, as well as the processes for
- 16 doing so. The Class Notice also sets forth the date, time, and location of the final approval
- 17 hearing.
- 18 10. The Court further finds that the Class Notice, attached as Exhibit 2 to the Second Supplemental
- 19 Declaration of Omid Nosrati, Esq., is reasonably calculated to apprise Class Members of their
- 20 right to “opt-out” of the Settlement and is, therefore, approved in form and content.
- 21 11. Pursuant to the terms of the Settlement Agreement, Phoenix Settlement Administrators shall
- 22 act as the Claims Administrator in this case. The Claims Administrator is hereby directed to
- 23 mail the approved Class Notice by first-class mail to the Class Members as specified by the
- 24 Settlement Agreement and to re-mail any returned addresses as specified by the Settlement
- 25 Agreement. The parties are further directed to carry out and comply with the terms of the
- 26 Settlement Agreement, particularly with respect to providing the Claims Administrator the
- 27 information and data necessary to carry out its duties.
- 28 12. Pursuant to the Settlement Agreement, a Class Member is not required to file claims to be

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eligible to recover from the Settlement share and the Class Member shall be paid his or her share of the Settlement unless he or she requests exclusion from the Settlement Class within forty-five (45) days of the Class Notice and the Exclusion Form (“Notice Packet”) being mailed pursuant to the procedures set forth in the Settlement Agreement and the Notice Packet.

13. Pursuant to the Settlement Agreement, all Settlement Class Members who do not timely submit a valid written Request for Exclusion are barred from instituting, prosecuting and participating in any other proceedings or actions which fall within the definition of the Released Claims in the Settlement Agreement, against any of the Released Parties as fully set forth in the Settlement Agreement and Class Notice.

14. A final approval hearing is hereby set for February 28, 2024 at 10:30 a.m. in Department 1 of this Courthouse to consider any objections that may be filed and to determine whether the proposed settlement is fair, reasonable and adequate and should be finally approved, and to determine the amount of attorneys’ fees, costs, and expenses to be paid to Class Counsel. All memoranda, affidavits, declarations and other evidence in support of the request for final approval of the settlement and attorneys’ fees and costs shall be filed within Fifteen ~~calendar~~ days prior to the above hearing.

15. Any Class Member may appear at the final approval hearing in person, or by his or her own attorney, and show cause why the Settlement should not be approved, or object to the motion for the approval of the Class Representative enhancement award and Class Counsel fees and costs.

IT IS SO ORDERED.

Dated: 02/28/24



A handwritten signature in black ink that reads "Stuart M. Rice".

By: Stuart M. Rice / Judge
Honorable Stuart M. Rice,
Los Angeles County Superior Court Judge

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 1801 Century Park East, Suite 840, Los Angeles, California 90067.

5 On **September 15, 2023**, I served the foregoing document described as **[AMENDED**
6 **PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**
7 **SETTLEMENT** on the interested party in this action by:

8 By placing the original a true copy thereof enclosed in sealed envelopes addressed
9 as follows:

10 Kristin Walker-Probst, Esq.
11 Nikku D. Khalifian, Esq.
12 WOMBLE BOND DICKINSON (US) LLP
13 400 Spectrum Center Drive, Suite 1700
14 Irvine, California 92618
15 Email: Kristin.Walker-Probst@wbd-us.com
16 Email: Nikku.Khalifian@wbd-us.com

17 By mail. I am familiar with the business’ practice for collection and processing of
18 correspondence for mailing with the United States Postal Service, that the correspondence would be
19 deposited with the United States Postal Service that same day in the ordinary course of business. I
20 am aware than on motion of the party served, service is presumed invalid if postal cancellation date
21 is more than one day after date of deposit for mailing in affidavit.

22 X By Case Anywhere. Pursuant to Code of Civil Procedure § 187 and California Rules of Court,
23 Rules 2.253(a) and 3.751, and the stipulation of the parties, I caused the documents to be sent via
24 electronic transmission to Case Anywhere at the following email address: Case Anywhere Support
25 [support@caseanywhere.com]. I did not receive, within a reasonable time after the transmission,
26 any electronic message or other indication that the transmission was unsuccessful.

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct.

Executed on **September 15, 2023**, at Los Angeles, California.

/s/ Omid Nosrati

Omid Nosrati

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