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Rec'd

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LOS ANGELES SUPERIOR COURT
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Superior Court of California
County of Los Angeles
DEC 18 2018
Sherri R. Carter, Executive Officer/Clerk
By: Pedro Martinez, Deputy

8 *Attorneys for Plaintiff and the Class*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 MAURICIO CHACON; individually, and on
12 behalf of other members of the general public
13 similarly situated and on behalf of other
14 aggrieved employees pursuant to the California
15 Private Attorneys General Act;

16 Plaintiff,

17 vs.

18 SILGAN CONTAINERS
19 MANUFACTURING CORPORATION, an
20 unknown business entity; and DOES 1 through
21 100, inclusive,

22 Defendant.

Case No.: BC600996

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**~~REVISED PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Date: December 18, 2018
Time: 2:00 p.m.
Department: SSC14

Complaint Filed: November 12, 2015
FAC Filed: December 8, 2017
Trial Date: None Set

COPY

1 This matter came before the Honorable Kenneth R. Freeman in Department SSC14 of the
2 above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, on Plaintiff Mauricio Chacon's ("Plaintiff") Motion for Final Approval
4 of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final
5 Approval") on September 25, 2018. Arby Aiwazian of Lawyers *for* Justice, PC appeared on behalf
6 of Plaintiff and Cynthia Emry and Nicky Jatana of Jackson Lewis P.C. appeared on behalf of
7 Defendant Silgan Containers Manufacturing Corporation ("Defendant").

8 On March 27, 2018, the Court entered an Order Granting Motion for Preliminary Approval
9 of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Stipulation of Class
11 Action and PAGA Settlement and the Amendment No. 1 to Amended Stipulation of Class Action
12 and PAGA Settlement.

13 On September 25, 2018, at the hearing of the Motion for Final Approval, the Court
14 instructed the Parties to amend and consolidate the terms of the settlement into a single instrument,
15 as such, the Parties executed the First Amended Stipulation of Class Action and PAGA Settlement
16 ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
17 annexed thereto, set forth the terms and conditions for settlement of the Action.

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

21 1. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval Order.

23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Action. The Court has made no determination on the merits
25 and acknowledges that the Plaintiff and Defendant expressly deny any wrongdoing.

26 3. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
28 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

3 All persons currently or formerly employed in California by Silgan
4 Containers Manufacturing Corporation in an hourly, non-exempt
5 position at any time during the period beginning November 12, 2011
and ending on March 27, 2018 ("Class" or "Class Members").

6 4. The Notice of Settlement of Class Action Lawsuit ("Class Notice") that was
7 provided to the Class Members, fully and accurately informed the Class Members of all material
8 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
9 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
10 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
11 State of California, the United States Constitution, due process and other applicable law. The Class
12 Notice fairly and adequately described the Settlement and provided the Class Members with
13 adequate instructions and a variety of means to obtain additional information.

14 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
18 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
19 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
20 evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk,
21 expense, and complexity of the claims presented; the likely duration of further litigation; the
22 amount offered in the Settlement; the extent of investigation and discovery completed; and the
23 experience and views of Class Counsel. The Court has further considered the absence of objections
24 to the Settlement and that there was only one (1) valid and timely request for exclusion from the
25 Settlement submitted by a Class Member. Accordingly, the Court hereby directs that the
26 Settlement be affected in accordance with the Settlement Agreement and the following terms and
27 conditions.

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid request for exclusion to the Settlement Administrator (“Participating Class
6 Members”) are bound by this Final Approval Order and Judgment.

7 7. The Court finds that Class Member, Martin De La Torre, has timely and validly
8 opted out of the Settlement and will not be bound by this Final Approval Order and Judgment.

9 8. It is hereby ordered that Defendant shall transmit the Gross Settlement Amount to
10 the Settlement Administrator within fifteen (15) business days of the Effective Date, in accordance
11 with the Settlement Agreement.

12 9. The Court finds that payment of settlement administration costs in the amount of
13 \$12,000 is appropriate for the services performed and costs incurred for the notice and settlement
14 administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
15 (“Simpluris”), shall issue payment to itself in the amount of \$12,000, in accordance with the terms
16 of the Settlement Agreement.

17 10. The Court finds that the enhancement payment sought is fair and reasonable for the
18 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
19 Administrator issue payment in the amount of \$5,000 to Plaintiff Mauricio Chacon for his
20 enhancement payment, according to the terms set forth in the Settlement Agreement.

21 11. The Court finds that the allocation of \$6,666.66 toward penalties under the
22 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
23 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
24 Payment as follows: the amount of \$4,999.99 to the California Labor and Workforce Development
25 Agency, and the amount of \$1,666.67 to be included in the Net Settlement Amount for distribution
26 to Participating Class Members, according to the methodology and terms set forth in the Settlement
27 Agreement.

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1 12. The Court finds that the request for an award of attorneys' fees in the amount of
2 \$962,500 falls within the range of reasonableness, and the results achieved justify the award
3 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
4 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
5 \$962,500 to Lawyers *for* Justice, PC for attorneys' fees, in accordance with the Settlement
6 Agreement.

7 13. The Court finds that reimbursement of litigation costs and expenses in the amount
8 of \$14,427.85 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
9 Settlement Administrator issue payment in the amount of \$14,427.85 to Lawyers *for* Justice, PC
10 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

11 14. The Court hereby enters Judgment by which Participating Class Members shall be
12 conclusively determined to have given a release of any and all Released Claims against the
13 Released Parties, as set forth in the Class Action Settlement Agreement and Class Notice. Only
14 Participating Class Members who cash, deposit, or endorse their settlement checks shall be deemed
15 to have opted-in to the release and settlement of Released Claims that arise under the Fair Labor
16 Standards Act ("FLSA"). The Court hereby reserves the continuing and exclusive jurisdiction
17 over all matters related to the administration and consummation of the terms of the Settlement,
18 over the enforcement, construction, and interpretation of the Settlement Agreement, over the
19 enforcement, construction, and interpretation of this Judgment, including, but not limited to, the
20 provisions therein enjoining any further litigation of Released Claims, and over Plaintiff and all
21 Participating Class Members (and their attorneys and law firms) in connection therewith.

22 15. By this Final Approval Order and Judgment, Plaintiff is also bound to the general
23 release of any and all claims he has or may have against Defendant and Releasees and waives any
24 and all rights he has or may have under California Civil Code Section 1542, as provided in the
25 Settlement Agreement, and bound to the commitments therein.

26 16. It is hereby ordered that the Settlement Administrator shall distribute settlement
27 payments to all Participating Class Members, according to the methodology and terms set forth in
28 the Settlement Agreement.

1 17. It is ordered that any and all settlement checks issued to Participating Class
2 Members that are not negotiated within one hundred eighty (180) calendar days after they are
3 mailed will be voided, and the funds associated with such voided checks will be transmitted to the
4 California Department of Industrial Relations Unpaid Wages Fund in the names of the
5 Participating Class Members whose Settlement Checks are voided and in the amounts of the
6 corresponding voided Settlement Checks.

7 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
8 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
11 the distribution of settlement benefits.

12 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
13 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
14 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
15 Order and Judgment. No individualized notice shall be required.

16 **DEC 19 2018**

KENNETH R. FREEMAN

17 Dated: _____

18 HONORABLE KENNETH R. FREEMAN
19 JUDGE OF THE SUPERIOR COURT

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