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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

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

16 Plaintiffs,

17 vs.

18 BERRY PLASTICS CORPORATION, an  
unknown business entity; and DOES 1 through  
19 100, inclusive,

20 Defendants.

Case No.: 30-2015-00809744-CU-OE-CXC

Honorable Glenda Sanders  
Department CX101

**CLASS ACTION**

**FINAL APPROVAL ORDER AND  
JUDGMENT**

Date: March 8, 2019  
Time: 1:30 p.m.  
Department: CX101

Complaint Filed: September 15, 2015  
FAC Filed: November 19, 2015  
SAC Filed: February 16, 2016  
TAC Filed: January 20, 2017  
Trial Date: None Set

TN# 3772989

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1 This matter has come before the Honorable Glenda Sanders in Department CX101 of the  
2 above-entitled Court, located at the Central Justice Center, 751 West Santa Ana Boulevard, Santa  
3 Ana, California 92701, on Plaintiffs Huy Trinh and Pedro Ponce’s (“Plaintiffs”) Motion for Final  
4 Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Class Representative Service  
5 Fees (“Motion for Final Approval”).

6 On October 16, 2018, the Court entered the Further Revised Order Granting Preliminary  
7 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily  
8 approving the settlement of the above-entitled action (“Action”) reached by Plaintiffs and  
9 Defendant Berry Global, Inc. (“Defendant”), formerly known as Berry Plastics Corporation, in  
10 accordance with the Joint Stipulation of Class Action and PAGA Settlement and Release and  
11 Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release  
12 (together, “Settlement,” “Agreement,” or “Settlement Agreement”), attached as “Exhibit 1” to  
13 the Declaration of Edwin Aiwazian in Support of Plaintiffs’ Motion for Preliminary Approval of  
14 Class Action Settlement and as “Exhibit 1” to the Supplemental Declaration of Edwin Aiwazian  
15 in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement,  
16 respectively, and which are attached hereto as “**EXHIBIT 1**” and “**EXHIBIT 2,**” respectively.  
17 The Settlement Agreement and Preliminary Approval Order set forth the terms and conditions  
18 for settlement of the Action.

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

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

22 1. The Court finds that the applicable requirements of California Code of Civil  
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.  
26 The Class is hereby defined to include:

27 Any and all individuals who were or are employed as non-exempt employees  
28 of Defendant in California at any time during the period from September 15,  
2011 up to April 1, 2018 (“Class” or “Class Members”).

1           2.       The Notice of Pendency of Class Action Settlement (“Notice”) and Exclusion  
2 Form (together, “Notice Packet”) that were provided to the Class Members, were the best notice  
3 practicable under the circumstances and were valid, due, and sufficient notice to all Class  
4 Members

5           3.       Pursuant to California law, the Court hereby grants final approval of the  
6 Settlement and finds that it is fair, adequate and reasonable The Court has considered the absence  
7 of any objections to the Settlement and that there were only four (4) valid and timely Exclusion  
8 Forms submitted by Class Members, representing less than 0.7% of the Class Members.  
9 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
10 Settlement Agreement and the following terms and conditions.

11           4.       The Court finds that Class Members, Maria G. Madriz, Ana B. Romdall, Jon K.  
12 Anderson, and Virginia A. Lopez, have timely and validly opted out of the Settlement and will  
13 not be bound by this Final Approval Order and Judgment.

14           5.       The Court finds that payment of Settlement Administration Fees in the amount of  
15 \$15,000 to the Settlement Administrator is appropriate for the services performed and costs  
16 incurred and to be incurred for the notice and settlement administration process. It is hereby  
17 ordered that the Settlement Administrator, CPT Group, Inc., shall issue payment to itself in the  
18 amount of \$15,000, in accordance with the Settlement Agreement.

19           6.       The Court finds that Class Representative Service Fees in the amount of \$5,000  
20 each to Plaintiffs are fair and reasonable for the work performed by Plaintiffs on behalf of the  
21 Class. It is hereby ordered that the Settlement Administrator issue payment to Plaintiffs Huy  
22 Trinh and Pedro Ponce in the amount of \$5,000 to each of them as Class Representative Service  
23 Fees, according to the terms set forth in the Settlement Agreement.

24           7.       The Court finds that the allocation of \$20,000 toward penalties under the  
25 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
26 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
27 Payment as follows: the amount of \$15,000 to the California Labor and Workforce Development  
28 Agency and the amount of \$5,000 to be distributed to individuals employed by Defendant as

1 non-exempt employees at any time between September 15, 2014 and April 1, 2018 (“Aggrieved  
2 Employees”), according to the methodology and terms set forth in the Settlement Agreement and  
3 Preliminary Approval Order.

4 8. The Court finds that the request for an award of attorneys’ fees in the amount of  
5 \$402,500 to Class Counsel falls within the range of reasonableness, and hereby approved. It is  
6 hereby ordered that the Settlement Administrator issue payment in the amount of \$402,500 to  
7 Lawyers *for* Justice, PC for attorneys’ fees, in accordance with the Settlement Agreement.

8 9. The Court finds that reimbursement of litigation costs and expenses in the amount  
9 of \$13,901.34 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
10 Settlement Administrator issue payment in the amount of \$13,901.34 to Lawyers *for* Justice, PC  
11 for reimbursement of litigation costs and expenses, in accordance with the Settlement  
12 Agreement.

13 10. The Court hereby enters Judgment by which Participating Class Members shall be  
14 conclusively determined to have fully and finally released and discharged the Released Parties  
15 from any and all Released Claims, as set forth in the Settlement Agreement and the Notice  
16 Packet. All claims for penalties under California Labor Code section 2698, *et seq.* against the  
17 Released Parties as alleged in the Third Amended Class Action Complaint for Damages &  
18 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*  
19 relating to any Aggrieved Employee, whether or not the individual is a Participating Class  
20 Member, are hereby released.

21 11. It is hereby ordered that Defendant shall fund the Maximum Settlement Amount  
22 within thirty (30) calendar days after the Effective Date, in accordance with the Settlement  
23 Agreement.

24 12. It is hereby ordered that the Settlement Administrator shall distribute payments to  
25 Participating Class Members for Individual Settlement Payments and Aggrieved Employees for  
26 their *pro rata* portion of twenty-five percent (25%) of the PAGA Payment (“Individual PAGA  
27 Payment”), according to the terms set forth in the Settlement Agreement and Preliminary  
28 Approval Order.

1           13.     It is hereby ordered that all checks for payment of Individual Settlement Payments  
2 to Participating Class Members and Individual PAGA Payments to Aggrieved Employees will be  
3 valid and negotiable for one hundred eighty (180) calendar days after they are issued. The funds  
4 associated with settlement checks that have not been cashed or deposited within the 180-day  
5 period shall be transmitted, as follows: twenty-five percent (25%) to the State Treasury for  
6 deposit in the Trial Court Improvement and Modernization Fund and seventy-five percent (75%)  
7 to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch.

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

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

17  
18 **Date Judge Signed: April 02, 2019**



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HONORABLE GLENDA SANDERS  
JUDGE OF THE SUPERIOR COURT