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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CRYSTAL ROTARU, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BLOWER-DEMPSAY CORPORATION, a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2024-01409012-CU-OE-CXC

[Assigned for all purposes to Honorable Layne
H. Melzer in Dept. CX102]

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the motion of plaintiff Crystal Rotaru (“Plaintiff Rotaru”), for
2 Preliminary Approval of the Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class Action and PAGA
5 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the
6 Amendment to Class and PAGA Settlement Agreement, the proposed Notice of Proposed Class
7 Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents
8 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
9 **DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement, attached hereto as **Exhibit 1**,
11 and the Amendment to Class and PAGA Settlement Agreement, attached hereto as **Exhibit 3**, are
12 incorporated by reference into this Order; all terms defined therein shall have the same meaning in
13 this Order.

14 2. The Court provisionally certifies the following settlement class (“Settlement Class,”
15 “Settlement Class Members” or “Class Members”) for the purpose of settlement only: all persons
16 employed by defendant Blower-Dempsey Corporation (“Defendant”) as a non-exempt, hourly-paid
17 employee in California in Defendant’s Pak West Paper and Packaging (“Pak West”) division during
18 the period from June 24, 2020, through May 27, 2025 (“Class Period”).

19 3. The Court preliminarily appoints the named plaintiff Crystal Rotaru (“Plaintiff”), as
20 Class Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel
21 of Bibiyan Law Group, P.C. as Class Counsel.

22 4. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
24 settlement appears to be within the range of reasonableness of settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
26 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
27 probable outcome of further litigation relating to liability and damages issues. It further appears that
28 extensive and costly investigation and research have been conducted such that counsel for the Parties

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 5. The Court approves, as to form and content, the Class Notice, Request for Exclusion
7 form, Objection to Settlement form, and Workweek/Pay Period Dispute form, that has been
8 submitted herewith, attached hereto as **Exhibit 2**.

9 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
10 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
11 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
12 with the requirements of law and appears to be the best notice practicable under the circumstances.

13 7. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$288,000.00 which is inclusive of: attorneys' fees of not more than one-third
15 (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
16 amounts to \$96,000.00, in addition to actual costs incurred of up to \$30,000.00; Service Payment of
17 up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$4,990.00 and Private
18 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$28,800.00, of which
19 \$18,720.00 (65%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
20 \$10,080.00 (35%) to Aggrieved Employees defined as a person employed by Defendant in
21 California in the Pak West division and classified as a non-exempt, hourly-paid employee who
22 worked for Defendant during the period from June 20, 2023, through May 27, 2025 ("PAGA
23 Period").

24 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
25 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

26 9. Class Member's "Class Workweek" means any week during which a Class Member
27 worked for Defendant at least one day during the Class Period, based on Defendant's payroll
28 records.

1 10. Defendant represents that there were approximately 14,537 Workweeks worked
2 through the date of the mediation, May 28, 2025. In the event the number of Workweeks worked
3 by Class Members during the Class Period increases by more than 10%, or an additional 1,454
4 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks
5 in excess of 14,537 Workweeks multiplied by the Workweek Value. The Workweek Value shall be
6 calculated by dividing the Gross Settlement Amount (\$288,000.00) by 14,537, which would amount
7 to a Workweek Value of \$19.81. Thus, for example, should there be 16,500 Workweeks in the Class
8 Period, then the Gross Settlement Amount shall be increased by \$38,887.03 ((16,500 Workweeks –
9 14,537 Workweeks) x \$19.81 per Workweek).

10 11. The Court preliminarily deems, Apex Class Action, LLC (“Apex” or “Settlement
11 Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed
12 \$4,990.00 out of the Gross Settlement Amount for services to be rendered by Settlement
13 Administrator on behalf of the class.

14 12. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
15 Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
16 spreadsheet. “Class Data” means Class Member identifying information in Defendant’s custody,
17 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last
18 known telephone number(s); (4) last known Social Security Number(s); and (5) the number of
19 Workweeks in the Class Period and PAGA Period.

20 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
21 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
22 and restrict access to the Class Data to Administrator employees who need access to the Class Data
23 to effect and perform under the Agreement. Defendant has a continuing duty to immediately notify
24 Class Counsel if it discovers that the Class Data omitted class member identifying information and
25 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
26 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
27 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
28 any issues related to missing or omitted Class Data.

1 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, along with
4 the Request for Exclusion, Objection to Settlement, and Workweek/Pay Period Dispute forms, with
5 Spanish translation, substantially in the form attached hereto Exhibit 2.

6 15. Not later than 3 business days after the Administrator’s receipt of any Class Notice
7 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
8 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
9 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
10 most current address obtained. The Administrator has no obligation to make further attempts to
11 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
12 time.

13 16. “Response Deadline” means sixty (60) days after the Administrator mails Notice to
14 Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:
15 (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
16 Settlement, or (c) mail his or her challenge to the calculation of workweeks allocated to the Class
17 Member in the Class Notice. Class Members to whom Notice Packets are resent after having been
18 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response
19 Deadline has expired.

20 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
21 must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days
22 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
23 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
24 representative that reasonably communicates the Class Member’s election to be excluded from the
25 class action Settlement and includes the Class Member’s name, address and email address or
26 telephone number. Class Members may submit written Request for Exclusions from the Settlement
27 by completing and mailing to the Administrator the Request For Exclusion form attached to the
28

1 Class Notice. To be valid, a Request for Exclusion must be timely postmarked by the Response
2 Deadline.

3 18. Every Class Member who does not submit a timely and valid Request for Exclusion
4 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
5 bound by all terms and conditions of the Settlement, including the Participating Class Members'
6 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
7 objects to the Settlement. Non-Participating Class Members who are Aggrieved Employees are still
8 deemed to release the PAGA Claims as set forth in the Settlement.

9 19. Each Class Member shall have 60 days after the Administrator mails the Class Notice
10 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
11 number of Class Workweeks and PAGA Workweeks (if any) allocated to the Class Member in the
12 Class Notice. The Class Member may challenge the allocation by communicating with the
13 Administrator via mail. The Administrator must encourage the challenging Class Member to submit
14 supporting documentation. The Administrator shall promptly provide copies of all challenges to
15 calculation of Workweeks to Defense Counsel and Class Counsel. Should a Class Member challenge
16 the calculation of Class Workweeks and/or PAGA Workweeks (if any), Defendant shall provide the
17 Administrator with the payroll records for the challenging Class Member such that the Administrator
18 may use such information to determine the validity of the Class Member challenge. Based on this
19 information, the Administrator is entitled to presume that the Workweeks contained in the Class
20 Notice are correct so long as they are consistent with the payroll data provided by Defendant. The
21 Administrator shall notify Defense Counsel and Class Counsel of their determination of the validity
22 of the Class Member challenge, and the Court may review any such decisions made by the
23 Administrator.

24 20. Only Participating Class Members may object to the class action components of the
25 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
27 and/or Class Representative Service Payment. Participating Class Members may send written
28 objections to the Administrator, by mail. Class Members may submit written Objections to the

1 Settlement by completing and mailing to the Administrator the Objection to Settlement form
2 attached to the Class Notice In the alternative, Participating Class Members may appear in Court
3 (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

4 21. If a Class Member submits both an Objection and a Request for Exclusion, the
5 Request for Exclusion will control and the Objection will be overruled.

6 22. Before the date by which Plaintiff is required to file the Motion for Final Approval
7 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
8 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
9 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
10 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
11 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
12 number of written objections and attach the Exclusion List. The Administrator will supplement its
13 declaration as needed or requested by the Parties and/or the Court.

14 23. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order
15 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as
16 of the latest of the following occurrences: (a) if no Participating Class Member objects to the
17 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
18 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
19 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
20 Judgment and issues a remittitur.

21 24. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
22 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
23 Administrator no later than 14 days after the Effective Date.

24 25. Within 14 days after Defendant funds the Gross Settlement Amount, the
25 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
26 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
27 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
28 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

1 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
2 Class Payments, and the Individual PAGA Payments.

3 26. For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and cancelled after the Void Date (180 days), the Administrator shall
5 transmit the funds represented by such checks to the California Controller's Unclaimed Property
6 Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
7 requirements of California Code of Civil Procedure Section 384, subd. (b).

8 27. The Court recognizes that certification under this Order is for *settlement purposes*
9 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
10 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
11 Order is without prejudice to the rights of Defendant to oppose class certification and assert any and
12 all possible defenses, should the proposed Settlement Agreement not be granted final approval.

13 28. All discovery and proceedings in this action are stayed and suspended until further
14 order of this Court, except such actions as may be necessary to implement the Settlement Agreement
15 and this Order.

16 29. If, for any reason, the Court does not grant final approval of the Settlement, all
17 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
18 ante rights of the Parties as more specifically set forth in the Settlement Agreement.

19 30. The Settlement requires Plaintiff to have filed a request for dismissal of the PAGA
20 Action, Alameda County Superior Court, Case No. 24CV089741, and the Court to have granted that
21 dismissal, as set forth in the Settlement Agreement. The Alameda County Superior Court dismissed
22 Case No. 24CV089741 on September 19, 2025. A copy of the Alameda County Superior Court's
23 Order dismissing Case No. 24CV089741 is attached hereto as Exhibit 4.

24 31. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed no later than 16 court days prior to the hearing.

26 32. A Final Fairness and Approval Hearing shall be held with the Court on November
27 12, 2026, at 2:00 p.m. in Department CX102 of the above-entitled Court to determine: (1) whether
28 the proposed settlement is fair, reasonable and adequate, and should be finally approved by the

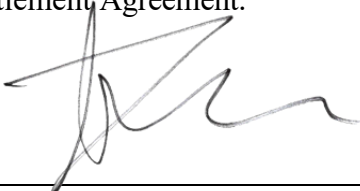
1 Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
2 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
3 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
4 Aggrieved Employees.

5 33. The Court shall retain continuing jurisdiction over the Action pursuant to Code of
6 Civil Procedure section 664.6 and California Rules of Court Rule 3.769(h), the Parties, and
7 Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of the
8 Settlement Agreement.

9 34. The Court orders the Parties and the Settlement Administrator to carry out their duties
10 and obligations in accordance with the terms of the Settlement Agreement.

11 **IT IS SO ORDERED.**

12 Dated: **June 15, 2026**



Honorable Layne H. Melzer
Judge of the Superior Court

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