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Attorneys for Plaintiff MEYBELL PEREZ
on behalf of herself and all others similarly situated,

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

MEYBELL PEREZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

BLOWER-DEMPSAY CORPORATION, a
California corporation, LYNEER STAFFING
SOLUTIONS, LLC, a Delaware limited liability
company and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01140589-CU-OE-CXC

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

DATE: December 05, 2024
TIME: 9:00a.m.
DEPT: CX104

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TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
PLEASE TAKE NOTICE that the Court in the above-entitled action located at, 751 W. Santa Ana Blvd, Santa Ana, CA 92701, entered a Judgment and Order Granting Final Approval of Class Action and PAGA Settlement. The Court sets a Final Accounting Hearing for December 05, 2024 at 9:00a.m. in Department CX104. A true and correct copy of the, February 08, 2024 Order Granting Final Approval of Class Action and PAGA Settlement, is attached hereto as **Exhibit A.**

Dated: July 12, 2024

Respectfully Submitted
JAMES HAWKINS APLC


JAMES R. HAWKINS, ESQ.
ISANDRA FERNANDEZ, ESQ.
LANCE DACRE, ESQ.

Attorneys for Plaintiff

EXHIBIT A

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

MEYBELL PEREZ, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

BLOWER-DEMPSAY CORPORATION, a
California corporation, LYNEER
STAFFING SOLUTIONS, LLC, a Delaware
limited liability company and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2020-01140589-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Melissa R. McCormick
DEPT: CX104

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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1 WHEREAS, this action is pending before this Court as a preliminarily approved putative
2 class action (the “Action”); and

3 WHEREAS, Plaintiff, through an unopposed motion for final approval, has applied to this
4 Court for an order and judgment of final approval of the settlement of the Action in accordance
5 with the Amended Settlement Agreement and Stipulation To Resolve Class Action and PAGA
6 Claims (hereinafter referred to as “Settlement Agreement”), which sets forth the terms and
7 conditions for a proposed settlement and final resolution of the Action upon the terms and
8 conditions set forth therein; and

9 WHEREAS the Court, having read and considered the Settlement Agreement and any
10 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,
11 AND DECREED that the Motion for Final Approval of Class and PAGA Settlement is
12 GRANTED, subject to the following findings and orders:

13 1. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

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

17 3. The Court grants final approval to and certifies the Class for purposes of
18 Settlement only. The Class is defined as: all current and former non-exempt employees who (1)
19 were employed by either Blower-Dempsay Corporation or Lyneer Staffing Solutions, LLC; and
20 (2) worked in the Pacific Western Container division (“PWC”) of Blower-Dempsay Corporation
21 during the Class Period. “Class Period” means the period between May 26, 2016, to February 28,
22 2023.

23 4. The Court finds “Aggrieved Employees” means Class Members who worked
24 during the PAGA Period. “PAGA Period” means the period between April 6, 2019, to February
25 28, 2023.

26 5. The Court finds the distribution of the Notice of Proposed Class Action Settlement
27 (Class Notice) has been completed. The Class Notice constituted notice that was reasonably
28 calculated under the circumstances to apprise Class Members of the pendency of the Action, the

1 Settlement and its terms, and their right to exclude themselves from or object to the proposed
2 Settlement and to appear at the Final Approval Hearing. The Class Notice was reasonable and
3 constituted due, adequate, and sufficient notice to all persons entitled to receive notice and met all
4 applicable requirements of due process, and any other applicable rules or law. The Class Notice
5 fully satisfies due process requirements. The Class Notice was sent via U.S. Mail to all persons
6 entitled to such notice and to all Class Members who could be identified through reasonable
7 effort. As executed, the Class Notice was the best notice practicable under the circumstances.

8 **6.** The Court finds that the Labor & Workforce Development Agency (“LWDA”) has
9 been provided timely and adequate notice of the proceedings in this matter and has made no
10 objections to the proceedings or to the Settlement of this matter.

11 **7.** The Court finds that there has been one (1) Request for Exclusion, from a Class
12 Member, Eusebio Garcia Gomez, no Objections, and one (1) work week Dispute, which was
13 resolved.

14 **8.** The Court hereby approves the terms set forth in the Settlement Agreement and
15 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
16 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
17 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
18 negotiations. The Court further finds that the Parties have conducted extensive investigation and
19 research, and their attorneys were able to reasonably evaluate their respective positions. The
20 Court also finds that settlement now will avoid additional and potentially substantial litigation
21 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
22 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
23 significant value accorded to Class Members.

24 **9.** Neither this Settlement Agreement nor this Order is an admission by Defendants
25 or a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
26 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
27 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any
28 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

1 **10.** Defendants shall fund the Settlement, and the Settlement Administrator will
2 distribute settlement payments, pursuant to the procedures described in Section 50 of the
3 Settlement Agreement.

4 **11.** The Court confirms Named Plaintiff Meybell Perez as Class Representative and
5 hereby approves the class representative service award of Five Thousand Dollars (\$5,000) for her
6 services to the Class. The Court finds that this amount is fair and reasonable in light of Plaintiff's
7 contribution to this litigation and risks absorbed. The payment of the Class Representative service
8 award shall be made in accordance with the terms of the Settlement.

9 **12.** The Court hereby confirms James R. Hawkins and Isandra Fernandez of the law
10 firm of James Hawkins, as Class Counsel for the Class.

11 **13.** The Court hereby awards attorneys' fees in the amount of Two Hundred Forty-Six
12 Thousand Six Hundred Sixty-Six Dollars and Forty-Two Cents (\$246,666.42) (i.e., 33.33% of the
13 Gross Settlement Amount of \$740,000) and costs and expenses of Fourteen Thousand Three
14 Hundred Twenty-Four Dollars and Twenty Two Cents (\$14,324.22) to Class Counsel. The Court
15 finds that the attorneys' fees and costs requested were reasonable in light of the relevant factors
16 under California law. The payment of fees and costs to Class Counsel shall be made in
17 accordance with the terms of the Settlement Agreement.

18 **14.** The Court grants final approval of the payment of Twenty- Five Thousand Dollars
19 (\$25,000) in penalties under the Private Attorneys General Act ("PAGA") Lab. Code § 2699 *et*
20 *seq.* Of that amount, 75% equaling Eighteen Thousand Seventy Hundred Fifty Dollars (\$18,750)
21 shall be paid to the LWDA and 25% equaling Six Thousand Two Hundred Fifty Thousand
22 Dollars (\$6,250) shall be paid to the Aggrieved Employees. The payments authorized by this
23 paragraph shall be made in accordance with the terms of the Settlement Agreement.

24 **15.** The Court further approves the payment of Twelve Thousand Seven Hundred
25 Eighty-Six Dollars and Eighty-Six Cents (\$12,786.86) to Simpluris, Inc. as the Settlement
26 Administrator for the fees and costs of administering the settlement as set forth in the Settlement
27 Agreement. The payment authorized by this paragraph shall be made in accordance with the
28 terms of the Settlement Agreement.

1 **16.** Defendants shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability, except as provided in the Settlement
3 Agreement.

4 **17.** This Judgment is intended to be a final disposition of the above-captioned action in
5 its entirety and is intended to be immediately appealable.

6 **18.** Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section
7 664.6, the Court shall have and retain continuing jurisdiction over this action and the parties and
8 Class Members, including after the entry of this Order, to the fullest extent necessary to interpret,
9 enforce and effectuate the terms and intent of the Settlement Agreement and this Order.

10 **19.** The Settlement Administrator shall inform the Class Members of this Order and
11 Judgment by posting this Judgment on its website for 180 days. The Settlement Administrator
12 will post this Judgment within ten (10) calendar days after entry of this Order and Judgment.

13 **20.** The Court sets a Final Accounting Hearing on December 5, 2024 at 9:00 a.m. in
14 Department CX104 of the above-captioned court.

15 **21.** Counsel shall submit a Final Accounting Report at least ten (10) calendar days
16 before the Final Accounting Hearing.

17 **IT IS SO ORDERED.**

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19 Dated: February 8, 2024



Melissa R. McCormick
Judge of the Superior Court

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On July 12, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

RUTAN & TUCKER, LLP

Stacey Cooper Law, P.C.,
Stacey Marie Cooper #226012
Stacey@cooperlawpc.com
888 Prospect St Ste 200,
La Jolla, CA 92037-4261
Phone: 619-673-5022

Attorney for Defendant
LYNEER STAFFING SOLUTIONS, LLC

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on July 12, 2024, at Irvine, California


Irma Ceja