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Attorneys for Plaintiff
KIMBERLY GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KIMBERLY GONZALEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

RANDSTAD PROFESSIONALS US, LLC
dba RANDSTAD LIFE SCIENCES, a
Delaware limited liability company;
PERKINELMER GENETICS, INC., a
Pennsylvania corporation; PERKINELMER,
INC., a Massachusetts corporation;
PERKINELMER HEALTH SCIENCES,
INC., a Delaware corporation;
PERKINELMER INFORMATICS, INC., a
Delaware corporation; and DOES 1 through
50, inclusive

Defendants.

Case No. 22STCV21991

*Assigned for All Purposes to the Hon. Elaine
Lu, Dept. 9*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Complaint Filed: July 7, 2022
Trial Date: Not Set

PLEASE TAKE NOTICE that on September 24, 2024, The Honorable Elaine Lu presiding in Department 9 in the above-entitled Court granted Plaintiff KIMBERLY GONZALEZ's ("Plaintiff") Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment. Attached hereto as **Exhibit 1** is a true and correct copy of this Judgment and Order.

Plaintiff was ordered to give notice.

PROTECTION LAW GROUP, LLP

Y: 

Carlos Jimenez
Jeffrey Jimenez
Stephanie Papayanis
Afife Bicakci
Attorneys for Plaintiff
KIMBERLY GONZALEZ

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EXHIBIT 1

Electronically Received 08/12/2024 02:05 PM

09/24/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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Attorneys for Plaintiff
KIMBERLY GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KIMBERLY GONZALEZ, as an aggrieved
employee and private attorney general,

Plaintiff,

vs.

RANDSTAD PROFESSIONALS US, LLC
dba RANDSTAD LIFE SCIENCES, a
Delaware limited liability company;
PERKINELMER GENETICS, INC., a
Pennsylvania corporation; PERKINELMER,
INC., a Massachusetts corporation;
PERKINELMER HEALTH SCIENCES,
INC., a Delaware corporation;
PERKINELMER INFORMATICS, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 22STCV21991
(consolidated with Case No. 22STCV31369)

*Assigned for all purposes to: Hon. Eliane Lu,
Dept. 9*

**JUDGMENT AND
~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

Date: September 24, 2024
Time: 10:00 a.m.
Dept: 9

Complaint Filed: July 7, 2022
Trial Date: None Set

Briefing Schedule:
August 26, 2024 = Motion Due
September 4, 2024 = Opposition Due
September 10, 2024 = Reply Due

1 **[PROPOSED] ORDER**

2 Having reviewed and considered Plaintiff Kimberly Gonzalez (“Plaintiff”) Motion for Order
3 Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and
4 Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED, ADJUDGED,**
5 **and DECREED:**

6 1. The Court hereby approves the PAGA Settlement Agreement attached as Exhibit 1
7 to the Declaration of Heather Davis (“Settlement Agreement” or “Settlement”) as a fair, reasonable,
8 and adequate resolution of the PAGA claims alleged in the Action.

9 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
10 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
11 shall have the same meaning as defined in the Settlement Agreement.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff, the State of California, and all PAGA Settlement Members.

14 4. The Court designates ILYM Group, Inc. (“ILYM”) as the third-party Settlement
15 Administrator for mailing the PAGA Settlement Members’ cover letters, distribution of the Total
16 Settlement Payment, and other duties set forth in the Settlement.

17 5. Within thirty (30) calendar days after entry of this Order and Judgment, Defendants
18 RANDSTAD PROFESSIONALS US, LLC dba RANDSTAD LIFE SCIENCES (“Randstad”),
19 PERKINELMER GENETICS, INC., PERKINELMER, INC., PERKINELMER HEALTH
20 SCIENCES, INC., and PERKINELMER INFORMATICS, INC. (collectively “PerkinElmer”),
21 (Randstad and PerkinElmer are collectively referred to as “Defendants”) will provide the Settlement
22 Administrator the list of PAGA Settlement Members List as defined in the Settlement Agreement.

23 6. Within seven (7) calendar days of the Effective Date, Defendants will deposit the
24 Total Settlement Payment of Three Hundred Thousand Dollars and No Cents (\$300,000.00) into the
25 Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator.

26 7. Within fourteen (14) calendar days of the funding of the Total Settlement Payment
27 from Defendants, the Settlement Administrator shall distribute the Total Settlement Payment as
28 provided in the Settlement Agreement and set forth below:

- 1 a. One Hundred Five Thousand Dollars and No Cents (\$105,000.00) to Plaintiff's
2 Counsel for attorneys' fees, which is thirty-five (35%) of the Total Settlement
3 Payment, and attorneys' costs in the amount of Thirteen Thousand Eight Hundred
4 Forty-Eight Dollars and Forty-Five Cents (\$13,848.45) ("Plaintiff's Counsel
5 Payment"), from the Total Settlement Payment as final payment for and complete
6 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
7 Plaintiff's Counsel related to the Action;
- 8 b. Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to Plaintiff
9 Kimberly Gonzalez ("Plaintiff's Representative Payment") from the Total
10 Settlement Payment, to compensate her for her services in prosecuting the Action
11 and performing work in support of the Action;
- 12 c. Four Thousand Six Hundred Fifty Dollars and No Cents (\$4,650.00) to the
13 Settlement Administrator, ILYM Group, Inc., ("Settlement Administrator
14 Costs") from the Total Settlement Payment for administration expenses incurred
15 by the Settlement Administrator; and
- 16 d. The PAGA Fund remaining after the deducting of the Plaintiff's Counsel
17 Payment, Plaintiff's Representative Payment, and Settlement Administrator
18 Costs (\$168,991.55), shall be distributed to the California Labor and Workforce
19 Development Agency ("LWDA") and PAGA Settlement Members. 75% of the
20 Net Settlement Amount (\$126,743.66) shall be distributed to the LWDA. 25%
21 of the PAGA Fund (\$42,247.89) shall be distributed to the PAGA Settlement
22 Members on a *pro rata* basis based on the number of Pay Periods worked by each
23 PAGA Settlement Member ("Individual Payment"). The Settlement
24 Administrator shall mail each PAGA Settlement Member their Individual
25 Payment check along with the Notice attached to the Declaration of Hether David
26 as Exhibit 5.

27 8. All checks to the PAGA Settlement Members shall remain valid and negotiable for
28 180 days from the date of their issuance to the PAGA Settlement Members. If any checks are not

1 cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of
2 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
3 § 1500, *et seq.* in the names of those PAGA Settlement Members who did not cash their checks until
4 such time they claim their property.

5 9. Upon the date of entry of an order by the Court in this Action approving this
6 Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and
7 forever discharge the Released Parties from any and all Released Claims. As a result of this release,
8 the PAGA Settlement Members will be unable to bring a claim for civil penalties under the
9 California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the
10 Released Parties for any violations of the Released Claims that took place during the PAGA Period.

11 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
12 Development Agency (“LWDA”) and to Defendants of her intention to pursue claims for civil
13 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
14 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
15 Plaintiff’s notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
16 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
17 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
18 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
19 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
20 collecting any penalties due to any of them, ~~or any unpaid wages due to PAGA Class Members~~, to
21 the extent those penalties ~~or unpaid wages~~ arise out of the PAGA Released Claims or the facts giving
22 rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

23 11. Plaintiff’s Counsel are directed to submit a copy of this Order and Judgment to the
24 California Labor and Workforce Development Agency within fourteen (14) calendar days of entry
25 of the Judgment.

26 12. Without affecting the finality of this Order and Judgment, the Court shall retain
27 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
28 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil

1 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
2 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
3 Agreement shall be presented to the Court for resolution.

4 13. A final report on the disbursement of the Individual Payment, including the
5 distribution of uncashed checks to the State Controller's Unclaimed Wage Fund, shall be filed on
6 or before September 24, 2025. Upon receiving the report, the Court will determine whether
7 further reports and/or a hearing will be necessary.

8 A Non-Appearance Case Review is set for October 1, 2025 at 8:30 am in Department 9.
9 Plaintiff to give formal notice to all parties and file proof of service of such.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

10
11 DATED: 09/24/2024



HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT