

Nicol E. Hajjar (SBN 303102)
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

TERESA ALVAREZ, individually, and on
behalf of all others similarly situated; and
MIRNA REYES, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

LIQUID GRAPHICS, INC., a California
Corporation; LYNEER STAFFING
SOLUTIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2022-01251702-CU-OE-CXC

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. William
Claster, Dept. CX104]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 5, 2025
Time: 9:00 a.m.
Dept.: CX104

Complaint filed: March 22, 2022
FAC filed: December 6, 2023
Trial date: Not set

On or around March 19, 2025, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Teresa Alvarez and Mirna Reyes (collectively, "Plaintiffs") now seek an order granting final approval of the Amended Joint Stipulation of Settlement of Class and Representative Action ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration of Nicol E. Hajjar in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

Due and adequate notice having been given to the Class, and the Court having reviewed and considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement filed in this case.

2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the Settlement Class Members, and Defendants Liquid Graphics, Inc. ("Liquid Graphics") and Lyneer Staffing Solutions, LLC ("Lyneer," and collectively with Liquid Graphics, "Defendants," and together with Plaintiffs, the "Parties").

3. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for final approval. The Court grants final approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement, attached to the Declaration of Nicol E. Hajjar in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

4. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement subject to the limitations on the requested fees and enhancement as set forth below.

5. Upon the Effective Date, Participating Class Members release Released Parties of all Released Claims, as defined below, during the Class Period, as applicable. Such release shall

1 be subsequently invalidated if, after the Effective Date, Defendants fail to fund the Gross
2 Settlement Amount per the schedule set forth herein. Nonetheless, Released Parties shall have the
3 right to enforce the release set forth herein as to Participating Class Members, as applicable,
4 without regard to their receipt of an Individual Class Payment and prior to fully funding the Gross
5 Settlement Amount, so long as Defendants have complied with the procedures set forth herein as
6 of the time it seeks to enforce the release. Any claims released under this Settlement by a
7 Participating Class Member as of the Effective Date shall be deemed tolled for statute of limitations
8 purposes between the Effective Date and Defendants' deadline to fully fund the Settlement, such
9 that if a Class Member's release is subsequently invalidated after the Effective Date due to
10 Defendants' failure to fully fund the Agreement, the Class Member's time to bring an action shall
11 be extended between the Effective Date and the date the release is invalidated (i.e., the date of
12 Defendants' failure, if any, to fund the Settlement as scheduled herein).

13 6. Upon the date of the Court's Final Approval Order and after all Settlement Payments
14 are made pursuant to this Agreement, Named Plaintiffs and all members of the Settlement Class,
15 except those that make a valid and timely request to be excluded from the Settlement Class and
16 Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-
17 related claims that were alleged in the Litigation or which could have been alleged in the Litigation
18 based on the facts asserted in the Litigation arising during the Class Period against Defendants and
19 their divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees,
20 agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors,
21 partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the
22 following claims: 1) all claims, under any legal theory of liability, for the failure to pay all wages
23 of any kind, including any minimum wage or straight time wages owed, pursuant to California
24 Labor Code sections 204, 510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable
25 federal statute under any theory of liability; 2) all claims, under any legal theory of liability, for
26 the failure to pay overtime or double time wages owed pursuant to California Labor Code sections
27 204, 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any
28 theory of liability; 3) all claims, under any legal theory of liability, for failure to provide meal

1 periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; 4)
2 all claims, under any legal theory of liability, for the failure to provide rest periods pursuant to
3 California Labor Code section 226.7 and the IWC Wage Orders; 5) all claims, under any legal
4 theory of liability, for the failure to properly calculate and pay any premiums owed and/or paid
5 pursuant to California Labor Code section 226.7(b); 6) all claims, under any legal theory of
6 liability, for any penalties of any kind arising from an alleged failure to pay final wages or other
7 amounts allegedly owed to Settlement Class Members pursuant to California Labor Code sections
8 201-203; 7) all claims, under any legal theory of liability, for any penalties of any kind arising
9 from any alleged wage statement violations pursuant to California Labor Code sections 226 and
10 1174.5; 8) all claims, under any legal theory of liability, for failing to provide one day's rest in
11 seven pursuant to California Labor Code sections 551, 552, and 558; 9) all claims, under any legal
12 theory of liability, for violation of California Business and Professions Code sections 17200, et
13 seq.; 10) all claims, under any legal theory of liability, for penalties pursuant to PAGA (California
14 Labor Code sections 2698, et seq.); and 11) all claims, under any legal theory of liability, for any
15 penalties or any another amounts that could be potentially owed to Settlement Class Members
16 arising out of and/or related to the allegations in the Litigation arising during the Class Period,
17 including penalties owed pursuant to California Labor Code sections 210, 226.3, 558, and 1197.1.

18 7. Upon final approval of the Settlement by the Court, Participating Class Members will
19 release the aforementioned claims against all Released Parties.

20 8. The Parties shall bear their own respective attorneys' fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
23 following Class – all current and former non-exempt hourly employees, whether directly
24 employed by Liquid Graphics, Inc. or assigned by Lyneer Staffing Solutions, LLC to perform
25 work as a temporary worker at Liquid Graphics, Inc., who worked at any of Liquid Graphics,
26 Inc.'s California facilities during the Class Period.

27 10. No Class Member has objected to the terms of the Settlement.

28 11. One Class Member has validly requested exclusion from the Settlement.

1 12. The Notice provided to the Class conforms with the requirements of California Rules
2 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
3 by providing individual notice to all Class Members who could be identified through reasonable
4 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
5 therein to the Class Members. The Notice fully satisfies the requirements of due process.

6 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
7 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
8 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
9 Payments to the Participating Class Members in accordance with the terms of the Settlement.

10 14. Defendant shall pay a total of \$763,786.61 to resolve this litigation and to separately
11 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

12 15. From the Gross Settlement Amount, \$5,000.00 each shall be paid to Plaintiffs Teresa
13 Alvarez and Mirna Reyes (\$10,000.00 total), for their services as class representatives and for their
14 agreement to release claims.

15 16. From the Gross Settlement Amount, \$17,500.00 shall be paid to the Settlement
16 Administrator, CPT Group, Inc. ("CPT").

17 17. The Court hereby confirms Nicol E. Hajjar, and Rachel J. Vinson of Wilshire Law
18 Firm, PLC as Class Counsel.

19 18. From the Gross Settlement Amount, Class Counsel is awarded \$254,570.08 for their
20 reasonable attorneys' fees and \$19,284.91 for their reasonable costs incurred in the action. The fees
21 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
22 the fees are reasonable in light of the benefit provided to the Class.

23 19. Without affecting the finality of this Order in any way, this Court retains continuing
24 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
25 to all Parties to this action, and their counsel of record.

26 ///

27 ///

28 ///

20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. William Claster
Orange County Superior Court