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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 16 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: CTH DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9
10 **FOR THE COUNTY OF ORANGE**

11 TERESA ALVAREZ and MIRNA REYES,
12 individually, and on behalf of all others similarly
13 situated,

14 *Plaintiffs,*

15 v.

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

20 *Defendants.*

Case No. 30-2022-01251702-CU-OE-CXC
Assigned to: Hon. William D. Claster, Dept.
CX104
Complaint Filed: March 22, 2022
Trial Date: Not set.

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**[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

22 On or around March 19, 2025, this Court issued an Order Granting Plaintiff's Motion for
23 Preliminary Approval of Class Action Settlement. Plaintiffs Teresa Alvarez and Mirna Reyes
24 (collectively, "Plaintiffs") now seek an order granting final approval of the Amended Joint Stipulation
25 of Settlement of Class and Representative Action ("Settlement" or "Settlement Agreement"). The
26 Settlement Agreement is attached to the Declaration of Nicol E. Hajjar in Support of Plaintiffs' Motion
27 for Final Approval of Class Action Settlement as **Exhibit 1**.
28

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

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

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

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

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

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

21 5. Upon the Effective Date, Participating Class Members release Released Parties of all
22 Released Claims, as defined below, during the Class Period, as applicable. Such release shall be
23 subsequently invalidated if, after the Effective Date, Defendants fail to fund the Gross Settlement
24 Amount per the schedule set forth herein. Nonetheless, Released Parties shall have the right to
25 enforce the release set forth herein as to Participating Class Members, as applicable, without regard
26 to their receipt of an Individual Class Payment and prior to fully funding the Gross Settlement
27 Amount, so long as Defendants have complied with the procedures set forth herein as of the time it
28 seeks to enforce the release. Any claims released under this Settlement by a Participating Class

1 Member as of the Effective Date shall be deemed tolled for statute of limitations purposes between
2 the Effective Date and Defendants' deadline to fully fund the Settlement, such that if a Class
3 Member's release is subsequently invalidated after the Effective Date due to Defendants' failure to
4 fully fund the Agreement, the Class Member's time to bring an action shall be extended between the
5 Effective Date and the date the release is invalidated (i.e., the date of Defendants' failure, if any, to
6 fund the Settlement as scheduled herein).

7 6. After all payments are made pursuant to the Settlement Agreement, Plaintiffs and all
8 members of the Settlement Class, except the person excluded below, ^{shall} waive, release, discharge, ~~and~~
9 ~~promise never to assert in any forum any and all wage-related claims that were alleged in the~~
10 ~~Litigation or which could have been alleged in the Litigation based on the facts asserted in the~~
11 ~~Litigation arising during the Class Period against Defendants and their divisions, affiliates,~~
12 ~~predecessors, successors, shareholders, officers, directors, employees, agents, trustees,~~
13 ~~representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,~~
14 ~~subsidiaries, joint employers, insurers, and related corporations, including the following claims: 1)~~
15 ~~all claims, under any legal theory of liability, for the failure to pay all wages of any kind, including~~
16 ~~any minimum wage or straight time wages owed, pursuant to California Labor Code sections 204,~~
17 ~~510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable federal statute under any~~
18 ~~theory of liability; 2) all claims, under any legal theory of liability, for the failure to pay overtime or~~
19 ~~double time wages owed pursuant to California Labor Code sections 204, 510, 1194, and 1198, the~~
20 ~~IWC Wage Orders, or any comparable federal statute under any theory of liability; 3) all claims,~~
21 ~~under any legal theory of liability, for failure to provide meal periods pursuant to California Labor~~
22 ~~Code sections 226.7 and 512 and the IWC Wage Orders; 4) all claims, under any legal theory of~~
23 ~~liability, for the failure to provide rest periods pursuant to California Labor Code section 226.7 and~~
24 ~~the IWC Wage Orders; 5) all claims, under any legal theory of liability, for the failure to properly~~
25 ~~calculate and pay any premiums owed and/or paid pursuant to California Labor Code section~~
26 ~~226.7(b); 6) all claims, under any legal theory of liability, for any penalties of any kind arising from~~
27 ~~an alleged failure to pay final wages or other amounts allegedly owed to Settlement Class Members~~
28 ~~pursuant to California Labor Code sections 201-203; 7) all claims, under any legal theory of liability,~~

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for any penalties of any kind arising from any alleged wage statement violations pursuant to California Labor Code sections 226 and 1174.5; 8) all claims, under any legal theory of liability, for failing to provide one day's rest in seven pursuant to California Labor Code sections 551, 552, and 558; 9) all claims, under any legal theory of liability, for violation of California Business and Professions Code sections 17200, et seq.; 10) all claims, under any legal theory of liability, for penalties pursuant to PAGA (California Labor Code sections 2698, et seq.); and 11) all claims, under any legal theory of liability, for any penalties or any another amounts that could be potentially owed to Settlement Class Members arising out of and/or related to the allegations in the Litigation arising during the Class Period, including penalties owed pursuant to California Labor Code sections 210, 226.3, 558, and 1197.1.

7. After all payments are made pursuant to the Settlement Agreement, Participating Class Members will release the aforementioned claims against all Released Parties.

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

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

10. No valid objections to the terms of the Settlement have been received from any Class Member. The only two objections received were deemed invalid due to those Class Members both objecting to and requesting exclusion from the Settlement and those Class Members failing to timely respond to a request for clarification.

11. One Class Member has submitted a timely and valid opt-out request to be excluded from the Settlement: **Sonia Baylon**. That person is hereby deemed a Non-Participating Class Member who is excluded from the release of claims by Participating Class Members under the Settlement Agreement and is excluded from receiving any payment they otherwise would have received as a Class Member. However, as stated in the Settlement Agreement, Aggrieved Employees could not opt out of

1 the release of PAGA claims under the Settlement Agreement and therefore the person who opted out
2 will still release PAGA claims as stated in the Settlement Agreement and will receive a portion of the
3 amount designated to settle PAGA claims pursuant to the terms of the Settlement Agreement. The
4 only other two requests for exclusion were deemed invalid due to those Class Members both objecting
5 to and requesting exclusion from the Settlement and those Class Members failing to timely respond
6 to a request for clarification.

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

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

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

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

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

24 17. From the Gross Settlement Amount, \$37,500.00 shall be paid to the Labor and
25 Workforce Development Agency ("LWDA") for resolution of PAGA claims.

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

28 19. From the Gross Settlement Amount, Class Counsel is awarded \$229,136.00 for their

1 reasonable attorneys' fees and \$19,285.00 for their reasonable costs incurred in the action. The fees
2 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the
3 fees are reasonable in light of the benefit provided to the Class.

4 20. Without affecting the finality of this Order in any way, this Court retains continuing
5 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
6 to all Parties to this action, and their counsel of record.

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

9 22. Pursuant to Code of Civil Procedure section 384(b), Plaintiff shall submit to the Court
10 a final report on or before June 30, 2026, setting forth the actual amounts paid to Class Members and
11 other amounts disbursed pursuant to the Settlement. Upon receiving the report, the Court will
12 determine whether further reports and/or a hearing will be necessary.

13 **IT IS SO ORDERED.**

14
15 DATE: _____

9-16-25

Will D. Claster

16 Hon. William D. Claster
17 Judge of the Superior Court
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