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

ALICIA VELASQUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

LINZER PRODUCTS CORPORATION, a
New York corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV28665

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

[PROPOSED] FINAL JUDGMENT

Date: June 24, 2024

Time: 10:00 a.m.

Dept.: SSC-7

1 This matter came on regularly for hearing before this Court on June 24, 2024, pursuant
2 to California Rule of Court 3.769 and this Court’s December 5, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice (referred to hereinafter
5 as “Settlement” or “Settlement Agreement”)¹ and the documents and evidence presented in
6 support thereof, and the submissions of counsel, the Court hereby ORDERS and enters
7 JUDGMENT as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt, hourly employees of Defendant Linzer
12 Products Corp. who worked for Defendant Linzer Products Corp. at any
13 time in California during the Class Period, including all current and former
14 non-exempt, hourly employees assigned by staffing agencies Partnership
15 Staffing Solutions, LLC, Partnership 3, Inc., or Partners Personnel
Management Services, LLC to work for Defendant Linzer Products Corp.
at any time in California during the Class Period.

16 Class Period means the time period between September 2, 2018 and
17 December 5, 2023.

18 2. Plaintiff Alicia Velasquez is hereby confirmed as Class Representative, and Scott
19 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
20 APC are hereby confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class of 599 as set forth in the Settlement.
22 The form and manner of notice were approved by the Court on December 5, 2023, and the notice
23 process has been completed in conformity with the Court’s Order. The Court finds that said
24 notice was the best notice practicable under the circumstances. The Notice of Class Settlement
25 and Fairness Hearing provided due and adequate notice of the proceedings and matters set forth

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
2 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 4. The Court finds that no Settlement Class member objected to the Settlement, that
4 one (1) of the 599 class members has opted out of the Settlement, and that the 99.84%
5 participation rate in the Settlement supports final approval. The name of the opt out is Maribel
6 Herrera.

7 5. The Court hereby approves the settlement as set forth in the Settlement
8 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
9 Agreement according to its terms.

10 6. For purposes of settlement only, the Court finds that (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members individually is
12 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
13 is a well-defined community of interest among members of the Settlement Class with respect to
14 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
15 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
16 adequately protected the interests of the Settlement Class members; (e) a class action is superior
17 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
18 are qualified to serve as counsel for the Class Representative and the Settlement Class.

19 7. The Court orders that Defendant to deliver the Settlement Amount of One Million
20 Two Hundred Fifty-Seven Thousand Four Hundred Thirty-Eight Dollars and Ninety-Three
21 Cents (\$1,257,438.93) to Phoenix Settlement Administrators, the Settlement Administrator, as
22 provided for in the Settlement. Specifically, Linzer shall fully fund the Gross Settlement
23 Amount, including all amounts necessary to fully pay Linzer's share of payroll taxes, by
24 transmitting such funds to the Administrator no later than 15 business days after the Effective
25 Date. Effective Date means the earliest date by which both of the following have occurred: (a)
26 the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the Judgment
27 becomes "Final." Final," as used in the definition of Effective Date shall mean the latest of: (i)
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1 if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the
2 date of dismissal of such appeal, or the expiration of the time to file a petition for certiorari in
3 the United States Supreme Court petition or a petition for review in the California Supreme
4 Court, as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the date
5 the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration
6 date of the time for filing or noticing any appeal from the judgment.

7 8. The Court finds that the settlement payments, as provided for in the Settlement,
8 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
9 individual payments in conformity with the terms of the Settlement.

10 9. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
11 Alicia Velasquez is appropriate for her risks undertaken and service to the Settlement Class. The
12 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
13 Administrator make this payment in conformity with the terms of the Settlement.

14 10. The Court finds that attorneys’ fees in the amount of \$419,146.31 and actual
15 litigation costs of \$19,174.89 for Class Counsel, are fair, reasonable, and adequate, and orders
16 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
17 the terms of the Settlement.

18 11. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from
19 the Gross Settlement Amount for all of its work done and to be done until the completion of this
20 matter, and finds that sum appropriate.

21 12. The Court finds that the payment to the California Labor & Workforce
22 Development Agency (“LWDA”) in the amount of \$56,250.00 for its 75% share of the \$75,000
23 settlement of Plaintiff’s representative action under the California Labor Code Private Attorneys
24 General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement
25 Administrator to distribute this payment to the LWDA in conformity with the terms of the
26 Settlement. The remaining 25% or \$18,750 of the PAGA Amount is to be distributed to the 313
27 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual
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1 PAGA Payment to an Aggrieved Employee is \$147.40, and the average Individual PAGA
2 Payment to be paid is \$59.90.

3 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
4 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
5 separately, and in addition to, the Class Settlement Amount.

6 14. After the above deductions, attorneys' fees (\$419,146.31), attorneys' litigation
7 costs (\$19,174.89), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs
8 (\$11,000.00), and the PAGA Amount to the LWDA (\$56,250.00), the Net Settlement Amount
9 of \$746,867.73 is to be distributed to 598 Settlement Class members, that worked a total of
10 35,824 workweeks during the Class Period, in conformity with the terms of the Settlement. The
11 lowest Individual Settlement Share to be paid to a Settlement Class member is \$11.61, the highest
12 Individual Settlement Share is \$5,574.84, and the average Individual Settlement Share to be paid
13 is \$1,217.59.

14 15. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class members, except Maribel Herrera, will be bound
16 by the Settlement will have released the Released Claims as set forth in the Settlement, and will
17 be permanently barred from prosecuting against Defendant any of the Released Claims pursuant
18 to the Settlement.

19 16. Upon the Date on which the full payment of the Gross Settlement Amount and
20 associated employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiff all
21 Class Members, except Maribel Herrera, on behalf of themselves and their respective former and
22 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
23 and discharge Linzer Products Corp. and any of its past and present officers, directors,
24 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
25 auditors, consultants, as well as staffing agency partners who assigned individuals to work at
26 Linzer (including Partnership Staffing Solutions, LLC, Partnership 3, Inc., and Partners
27 Personnel Management Services LLC.) and their respective successors and predecessors in
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1 interest, subsidiaries, affiliates, parents and attorneys (“Released Parties”) from all claims,
2 demands, rights, liabilities and causes of action that have been and will be pled in the Second
3 Amended Complaint as well as all claims, demands, rights, liabilities and causes of action that
4 could have been alleged based on the facts that have been and will be alleged in the Second
5 Amended Complaint, that arose during the Class Period defined above with respect to the
6 following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime
7 wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal
8 periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest
9 periods; (e) failure to reimburse necessary business expenses (f) failure to issue accurate,
10 itemized wage statements; (g) failure to timely pay wages upon separation of employment; and
11 (h) all claims for unfair business practices that could have been premised on the facts, claims,
12 causes of action, or legal theories described above. Except as set forth in Paragraph 5.3 of this
13 Agreement, Participating Class Members do not release any other claims, including claims for
14 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers’ compensation, or claims based on
16 facts occurring outside the Class Period.

17 17. All Aggrieved Employees are deemed to release, on behalf of themselves and
18 their respective former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, the Released Parties, from all claims, demands, rights, liabilities and
20 causes of action for PAGA penalties as asserted in the Second Amended Complaint and asserted
21 in the letters sent to the LWDA on September 12, 2022 and July 7, 2023 that arose during the
22 PAGA Period.

23 18. Plaintiff and her respective former and present spouses, representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
25 Released Parties from any and all claims, transactions, or occurrences that occurred during the
26 Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
27 been, alleged based on the facts alleged in the Action and facts alleged in Plaintiff’s PAGA
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1 Notice; (b) all claims that were, or reasonably could have been, ascertained during the Action,
2 and (c) all claims released pursuant to Paragraphs 5.2 and 5.3 below (“Plaintiff’s Release”).
3 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
5 workers’ compensation benefits that arose at any time, or to claims or actions based on
6 occurrences outside the Class Period. Plaintiff acknowledges that she may discover facts or law
7 different from, or in addition to, the facts or law that she now knows or believes to be true but
8 agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts, her discovery of those facts. For purposes of
10 Plaintiff’s Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
17 **DEBTOR OR RELEASED PARTY.**

18 19. The Releases identified herein shall be null and void if Defendant fails to fully fund
19 the settlement.

20 20. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment.”

26 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
27 Order, and this Judgment.
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1 **JUDGMENT IS SO ENTERED.**

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3 Dated: _____, 2024

4 Honorable Lawrence P. Riff
5 Judge of the Superior Court
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