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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 to
2 California Rule of Court 3.769 and this Court's December 5, 2023 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class
4 Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

21 Class Period means the time period between September 2, 2018 and December 5,
22 2023.

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

26 3. Notice was provided to the Settlement Class of 599 as set forth in the Settlement. The
27 form and manner of notice were approved by the Court on December 5, 2023, and the notice process
28 has been completed in conformity with the Court's Order. The Court finds that said notice was the best
notice practicable under the circumstances. The court-approved Class Notice provided due and adequate

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

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

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

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

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

19 7. The Court finds that given the absence of objections to the Settlement, and objections
20 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

21 8. The Court orders that Defendant to deliver the Settlement Amount of One Million Two
22 Hundred Fifty-Seven Thousand Four Hundred Thirty-Eight Dollars and Ninety-Three Cents
23 (\$1,257,438.93) to Phoenix Settlement Administrators, the Settlement Administrator, as provided for in
24 the Settlement. Specifically, Linzer shall fully fund the Gross Settlement Amount, including all amounts
25 necessary to fully pay Linzer's share of payroll taxes, by transmitting such funds to the Administrator
26 no later than 15 business days after the Effective Date. Effective Date means the earliest date by which
27 both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval of the
28

1 Settlement; and (b) the Judgment becomes “Final.” Final,” as used in the definition of Effective Date
2 shall mean the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed
3 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for certiorari
4 in the United States Supreme Court petition or a petition for review in the California Supreme Court, as
5 applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the date the judgment is
6 affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing
7 or noticing any appeal from the judgment.

8 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
9 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
10 the Settlement Class member.

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

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

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

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

24 14. The Court finds that the payment to the California Labor & Workforce Development
25 Agency (“LWDA”) in the amount of \$56,250.00 for its 75% share of the \$75,000 settlement of
26 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
27 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
28

1 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$18,750
2 of the PAGA Amount is to be distributed to the 313 Aggrieved Employees in conformity with the terms
3 of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is \$147.40, and
4 the average Individual PAGA Payment to be paid is \$59.90.

5 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
6 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
7 and in addition to, the Gross Settlement Amount.

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

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

20 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
21 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
22 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
23 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

24 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
25 and the Judgment entered in connection with the Settlement.

26 19. The Settlement Administrator shall file a declaration regarding the disbursement of
27 Settlement funds on or before January 31, 2025.

IT IS SO ORDERED.

Dated: _____, 2024

Honorable Lawrence P. Riff
Judge of the Superior Court