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Superior Court of California
County of Los Angeles

JAN 12 2022

Sherri R. Carter, Executive Officer/Clerk of Court

By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRANDON VELASQUEZ,) Case No.: 20STCV20016
individually, and as a)
representative of other)
aggrieved employees,)

Plaintiff,) JUDGMENT

vs.)

VANTEC HITACHI TRANSPORT SYSTEM)
(USA), INC. a Corporation; and)
DOES 1 through 250, inclusive,)

Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on March 29, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on January 6, 2022 and certified the settlement class,
3 with two opt-outs, Sara R. Boyle and Heather Morris, and found
4 that the Settlement Agreement was fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class" and "Class Members": all current and former
7 hourly-paid or nonexempt employees of Defendant, and all current
8 and former hourly-paid or non-exempt employees of all staffing
9 companies with whom Defendant contracted ("Staffing
10 Companies,"), who worked at Defendant's locations in California
11 at any time from May 22, 2016 to the date of preliminary
12 approval of the Settlement.
13

14 "Class Period": May 22, 2016 through and including the
15 Preliminary Approval Date.

16 "PAGA Members": all current and former hourly-paid or
17 non-exempt employees of Defendant, and all current and former
18 hourly-paid or non-exempt employees of all staffing companies
19 with whom Defendant contracted ("Staffing Companies," who worked
20 at Defendant's locations in California at any time from March
21 18, 2019 to the date of preliminary approval of the Settlement.

22 "PAGA Period": March 18, 2019 through and including the
23 Preliminary Approval Date.

24 "Staffing Company" or "Staffing Companies": Cornerstone
25 Staffing Solutions, Inc., Real Time Select Staffing, LLC d/b/a

1 Select Staffing, Staffmark Holdings, Inc. (and its subsidiaries
2 Staffmark Investment, LLC, CBS Personnel Services, LLC, and
3 Kilgore Group, Inc.), Howroyd-Wright Employment Agency, Inc.
4 d/b/a AppleOne, Consolidated Staffing Solutions, Inc., System
5 One Holdings, LLC, TriCom Quest, BaronHR, LLC, Affluent Staffing
6 LLC, OS4Labor, First Step Staffing, Kimco Staffing Services,
7 Inc., Pasona NA, Inc., Teruko Weinberg, Inc., and WC Staffing
8 Inc. d/b/a West Coast Staffing.

9
10 IT IS ORDERED, ADJUDGED AND DECREED as follows:

11 1. Plaintiff Brandon Velasquez, individually, and as a
12 representative of other aggrieved employees, shall take from
13 Defendant Vantec Hitachi Transport System (USA), Inc. as set
14 forth in the Parties' Settlement Agreement and the Court's
15 Approval Order entered January 6, 2022.

16 2. Defendant must pay Plaintiffs the Gross Settlement
17 Amount of \$535,000. The Net Settlement Amount ("Net")
18 (\$290,076.13) is the GSA minus the following:

19 a. \$178,333.33 (1/3) for attorney fees to Class
20 Counsel, Buchsbaum & Haag, LLP;

21 b. \$12,631.54 for litigation costs to Class
22 Counsel;

23 c. \$1,500 for a service award to Brandon Velasquez,
24 the class representative;
25

1 d. \$14,959 for settlement administration costs to
2 Atticus Administration, LLC; and

3 e. \$37,500 (75% of \$50,000 PAGA penalty) to the
4 LWDA.

5 3. In addition to the GSA, Defendant must pay the
6 employer share of payroll taxes due and payable on Class
7 Settlement.

8 4. As of the date Defendant funds the Settlement, all
9 Settlement Class Members, including Plaintiff, release the
10 Released Parties from the Released Class Claims and all PAGA
11 Members, including Plaintiff, release the Released PAGA Claims.
12 With respect to Released Class Claims which arise under the Fair
13 Labor Standards Act ("FLSA"), by endorsing, cashing, and/or
14 depositing the Class Settlement Payment check, Settlement Class
15 Members, including Plaintiff, shall be deemed to have opted-in
16 under FLSA, 29 U.S.C. § 216(b), and shall have, by operation of
17 the Final Approval Order and Judgment, fully, finally, and
18 forever released, relinquished, and discharged each and all of
19 the Released Parties from any and all Released Class Claims that
20 arise under the FLSA. The Settlement Administrator shall include
21 a legend on the Class Settlement Payment check stating: "By
22 cashing this check, I am affirmatively opting into the release
23 of claims in Brandon Velasquez v. Vantec Hitachi Transport
24 System (USA), Inc., Case No. 20STCV20016, under FLSA, 29 U.S.C.
25

1 § 216(b), and releasing the Released Class Claims described in
2 the Settlement Agreement."

3 "Released Class Claims" means any and all California state
4 and federal law wage-and-hour claims, rights, demands,
5 liabilities, and/or causes of action of every nature and
6 description, arising from or related to any and all claims
7 during the Class Period that were asserted or could have been
8 asserted based on the facts alleged in the Complaint, including,
9 without limitation, statutory, constitutional, contractual,
10 and/or common law claims for wages, reimbursements, damages,
11 unpaid costs, penalties, liquidated damages, punitive damages,
12 interest, attorneys' fees, litigation costs, restitution, or
13 equitable relief. The aforementioned release of claims arising
14 under federal law applies only to those Settlement Class Members
15 who affirmatively acknowledge such release pursuant to 29 U.S.C.
16 § 216(b) by cashing their settlement check.

18 "Released PAGA Claims" means any and all individual and
19 representative claims during the PAGA Period under California
20 Labor Code section 2698, et seq. that were or could have been
21 asserted based on the facts alleged in the LWDA Letters and the
22 Complaint, including any and all claims for civil penalties
23 based on alleged violations of California Labor Code sections
24 201, 202, 203, 204, 206, 223, 226(a), 226.3, 226.7, 510, 512(a),
25 551, 552, 558, 1174, 1182.12, 1194, 1197, 1198, 1720.9, 1771,

1 1775, 1776, 1777.5, 2802, and 2810.5, any applicable IWC Wage
2 Order, and any resulting claim for attorneys' fees and costs
3 under PAGA.

4 "Released Parties" means Vantec Hitachi, and all of its
5 current and former parents, subsidiaries, predecessors and
6 successors, and affiliated entities, and each of their
7 respective officers, directors, employees, partners,
8 shareholders, and agents, and any other successors, assigns, or
9 legal representatives, including without limitation Hitachi
10 Transport System, Ltd. and Vantec Corporation, and also means
11 all Staffing Companies that supplied their employees to work at
12 Defendant's locations in California, including, without
13 limitation, Cornerstone Staffing Solutions, Inc., Real Time
14 Select Staffing, LLC d/b/a Select Staffing, Staffmark Holdings,
15 Inc. (and its subsidiaries Staffmark Investment, LLC, CBS
16 Personnel Services, LLC, and Kilgore Group, Inc.), Howroyd-
17 Wright Employment Agency, Inc. d/b/a AppleOne, Consolidated
18 Staffing Solutions, Inc., System One Holdings, LLC, TriCom
19 Quest, BaronHR, LLC, Affluent Staffing, LLC, OS4Labor, First
20 Step Staffing, Kimco Staffing Services, Inc., Pasona NA, Inc.,
21 Teruko Weinberg, Inc., and WC Staffing Inc. d/b/a/ West Coast
22 Staffing and all of their respective current and former parents,
23 subsidiaries, predecessors and successors, and affiliated
24 entities, and each of their respective officers, directors,
25

1 employees, partners, shareholders, and agents, and any other
2 successors, assigns, or legal representatives.

3 Brandon Velasquez also provides a general release and CC
4 1542 waiver.

5 5. All uncashed settlement checks, plus interest, must be
6 delivered to the California State Controller's Unclaimed
7 Property Division in the name of the Class Member/Aggrieved
8 Employee who did not cash his or her check.

9 6. Pursuant to California Rules of Court, Rule 3.769(h),
10 the Court retains jurisdiction over the parties with respect to
11 enforcement of this Judgment under California Code of Civil
12 Procedure Section 664.6.
13

14 CLERK TO GIVE WRITTEN NOTICE.

15 DATED: January 12, 2022
16

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT