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8 Counsel for Plaintiff INGRID BOLANOS

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 INGRID BOLANOS, on behalf of all others
12 similarly aggrieved,

13 Plaintiff,

14 vs. LYNEER STAFFING SOLUTIONS,
15 LLC, a Delaware limited liability company,
16 and DOES 1 through 50, inclusive,

17 Defendants.

CASE NO. 23STCV21860

Assigned for all Purposes to:
Hon. Holly J. Fujie
Department 56

~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT

Date: December 8, 2023
Time: 8:30 a.m.
Dept.: 56

Reservation ID No.: 217919705366

1 Under Labor Code section 2699(l)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Ingrid Bolanos’s Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated April 5, 2022 (the “LWDA Notice”), on behalf of all individuals who were employed by
8 Defendant Lyneer Staffing Solutions, LLC in California as a non-exempt employee in
9 California and who worked at least one shift at Santa Fe Warehouse from April 5, 2022 to May
10 31, 2023.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(l)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
15 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
22 California, and the Aggrieved Employees, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors and assigns, by
24 operation of this Order and Judgment hereby releases and forever discharges Defendant and the Released
25 Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that were
26 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
27 Operative Complaint and the PAGA Notice.
28

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
3 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
4 PAGA Claims and Released Parties.

5 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
6 Defendant is directed to make all payments required by the Settlement Agreement;

7 6. Under the Settlement Agreement, Defendant agrees to pay One Hundred Seventy
8 Thousand Five Hundred Dollars and No Cents (\$172,500.00) (the “Gross Settlement Amount”). The
9 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney’s
10 Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to
11 Defendant. Plaintiff’s Counsel requests an award of attorney’s fees of \$57,500.00 and reimbursement of
12 actual litigation expenses of \$10,164.11. Defendant does not oppose these requests. The Court finds the
13 Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
14 directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

- 15 a. \$57,500.00 in attorney’s fees to the Law Offices of J. Kirk Donnelly, APC;
- 16 b. \$10,164.11 in litigation costs to the Law Offices of J. Kirk Donnelly, APC; and
- 17 c. \$6,500.00 in administration costs to Apex Class Action.

18 8. After deducting the foregoing payments, the estimated remainder of approximately
19 \$97,500.00 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i), the
20 NSA will then be distributed 75 percent (approximately \$73,125.00) to the LWDA, and the remaining 25
21 percent (approximately \$24,375.00) to the Aggrieved Employees on a pro rata basis, as set forth in the
22 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
23 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
24 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
25 Agreement; and

26 9. This document shall constitute a Judgment for purposes of California Rule of Court
27 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
28 purpose of supervising implementation, enforcement, construction, administration, and interpretation of

1 the Settlement Agreement and this Judgment.

2 **IT IS SO ORDERED.**



Holly J. Fujie

Holly J. Fujie / Judge

4 Dated: 12/08/2023

Judge of the Superior Court