

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL OF PAGA NOTICE; APPROVAL OF ENHANCEMENT AWARD; AND APPROVAL OF ATTORNEYS' FEES AND COSTS

[PROPOSED] ORDER

On March 16, 2026, a hearing was held on plaintiff Maria Reyes (“Plaintiff”) Motion for Approval of PAGA Action Settlement; Appointment of Settlement Administrator; Approval of PAGA Notice; Approval of Enhancement Award; and Approval of Attorneys’ Fees and Costs. All parties were present and represented by counsel of record in the case.

For the purpose of this Order the following defined terms shall apply:

“PAGA Settlement Group Members” means Plaintiff and all temporary non-exempt employees of Defendant who were assigned to perform work at and/or for one of the following 23 client accounts: 4EXCELSIOR; Calerie Health Hldg LLC.; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2- 80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; and World Wide Logistics Group (NTDS) CA during the Covered Period.

“Covered Period” or “PAGA Settlement Period” means the period from April 4, 2022 through October 15, 2024.

“Released PAGA Claims” means the PAGA claim alleged based on the facts and theories of liability set forth in the operative complaint and Plaintiff’s PAGA Notice to the LWDA dated April 4, 2023, for alleged violations of Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the IWC Wage Orders for Defendant and the 23 clients of the Defendant listed below that Plaintiff alleges were co-employers of plaintiff and the PAGA Settlement Group Members: 4EXCELSIOR; Calerie Health Hldg LLC.; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2- 80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE

1 WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands
2 Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90);
3 UPS CA 01; and World Wide Logistics Group (NTDS) CA.

4 “LWDA Payment” means the payment made to the LWDA under the settlement as its share
5 of the PAGA penalties.

6 “Net Settlement Amount” means the amount that is available for distribution to the PAGA
7 Settlement Group Members and the LWDA after deduction for the following as approved by the
8 Court: (1) the Representative Plaintiff’s Payment, (2) Plaintiff’s Counsel Fees and Expenses
9 Payment, and (3) the Settlement Administrator’s fees and expenses.

10 “PAGA Counsel” means Torey Joseph Favarote and David H. Danning of Gleason &
11 Favarote LLP.

12 The Court, having read and considered the papers on the motion, the case record, the
13 arguments of counsel and the law, and good cause appearing therefore,

14 **IT IS ORDERED** that the terms of the PAGA settlement entered by the parties on the
15 record before the Honorable Joseph T Ortiz on October 9, 2025 at the Mandatory Settlement
16 Conference, for the total consideration of \$925,000.00 is approved as of the date of this signed
17 Order with Defendant to fully fund the settlement within 90 days of this Order. The parties
18 agreement from the MSC is attached hereto as **Exhibit 1**.

19 The Court approves Maria Reyes’ requested enhancement award of \$15,000.00.

20 The Court approves Apex Class Action LLC as the settlement administrator, and their
21 reasonable fees and costs of up to \$12,990.00.

22 The Court also approves payment of PAGA Counsels’ reasonable attorneys’ fees in the
23 amount of \$323,750.00 and reasonable costs in the amount of \$53,000.00.

24 The remaining funds, after the deduction of the amounts noted above, shall be distributed as
25 follows: Seventy-Five Percent (75%)/\$390,195.00 as PAGA penalties to be paid to the LWDA.
26 The PAGA Settlement Group Members will receive the other Twenty-Five Percent
27 (25%)/\$130,065.00 of the PAGA penalties.

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1 For purposes of calculating a PAGA Settlement Group Member's individual settlement
2 share, each PAGA Settlement Group Member will receive an amount that bears the same ratio to
3 his or her pay periods worked for the Defendant on the 23 client accounts at issue, during the
4 Covered Period, to the total number of pay periods worked by all PAGA Settlement Group
5 Members during the Covered Period.

6 Within fifteen (15) days of this Order: Defendant must provide to Apex Class Action LLC
7 ("Apex") the names, last known mailing addresses, Social Security Numbers, and total pay periods
8 worked for the Defendant on the 23 accounts at issue by each and all PAGA Settlement Group
9 Members during the Covered Period. Defendant's obligation to fund the settlement will be within
10 90 days of the date of this Order. Within ten (10) days after receiving the \$925,000.00 settlement
11 funding and PAGA Settlement Group Members' information, the settlement administrator shall
12 mail the settlement notice letter which is attached hereto as **Exhibit 2** (in both English and
13 Spanish) and individual PAGA payment to each PAGA Settlement Group Member at his or her last
14 known address or at the updated address found through the NCOA search and retain proof of
15 mailing. Any settlement packets returned to the settlement administrator as undelivered shall be re-
16 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
17 settlement administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain
18 an updated mailing address. If an updated mailing address is identified, the settlement
19 administrator shall resend the settlement packet to the PAGA Settlement Group Member promptly.

20 If a Settlement Group Member fails to cash the check for his or her settlement share within
21 120 days after it is mailed to the Settlement Group Member (or, in the case where the check was
22 returned, within 120 days after it is mailed to the new address for the Settlement Group Member),
23 the settlement administrator will transfer the money represented by the check to the California
24 State Controller's Office Unclaimed Property Fund in the person's name.

25 In consideration of representative plaintiff's enhance payment, as of the date of full funding
26 of the settlement by Defendant, plaintiff Maria Reyes' release of all claims known and unknown
27 against the Defendant will be effective.

28 ///

1 The Court hereby enters final judgment in accordance with the terms of this Order and
2 retains jurisdiction to enforce the settlement pursuant to Civil Code of Procedure § 664.6.

3 **IT IS SO ORDERED**

4
5 Dated: _____

Hon. Stephanie Tanada
Judge of the San Bernardino Superior Court

EXHIBIT 1

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
BEFORE THE HONORABLE JOSEPH T. ORTIZ, JUDGE
DEPARTMENT S17-SBJC

-oOo-

COMPLEX-PAGA - REYES,)
)
Plaintiff,)
)
vs.) CASE NO. CIVSB2317672
)
LYNEER STAFFING SOLUTIONS,)
)
LLC, ET AL,)
)
Defendants.)
)

TRANSCRIPT OF PROCEEDINGS

MANDATORY SETTLEMENT CONFERENCE

VOLUME 1 OF 1 - PAGES 1 - 8

OCTOBER 9, 2025

APPEARANCES:

FOR THE PLAINTIFF: TOREY J. FAVAROTE, ESQ.
Gleason & Favarote LLP
3646 Long Beach Boulevard
Suite 203
Long Beach, CA 90807

FOR THE DEFENDANTS: STACEY M. COOPER, ESQ.
Stacey Cooper Law, PC
888 Prospect Street
Suite 200
La Jolla, CA 92037

TRANSCRIBED BY: LESLIE HINMAN



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SESSIONS

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AFTERNOON SESSION

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1 SAN BERNARDINO, CALIFORNIA - THURSDAY, 9 OCTOBER 2025

2 AFTERNOON SESSION

3 (PROCEEDINGS IN OPEN COURT)

4 (Call to order at 4:13 p.m.)

5 THE COURT: Let's go ahead.

6 THE CLERK: Uh-huh.

7 THE COURT: All right, let's call to order No. 9 on
8 my calendar is Reyes versus Lyneer Staffing Solutions. Let me
9 get attorneys and their clients if you'll make your
10 appearances. Let's start with Plaintiff's counsel, please.

11 MR. FAVAROTE: Good afternoon, Your Honor. Torey
12 Favarote for Plaintiff and the aggrieved employees.

13 THE COURT: And I'm going to note that Mr. Reyes is
14 here, and if you'll state your name, ma'am.

15 THE PLAINTIFF: Maria Reyes.

16 THE COURT: And then, Defense counsel?

17 MS. COOPER: Stacey Cooper, on behalf of Lyneer
18 Staffing Solutions, LLC.

19 THE COURT: And you have a client who's appearing
20 remotely?

21 MS. COOPER: I do. Ms. Suzette Berrios, is
22 appearing via Zoom.

23 THE COURT: And I'm going to note, we're recording
24 with what we call the FTR -- the For The Record audio
25 recording. We don't provide court attendant or court
26 recorders. I'm going to find good cause for the purposes of
27 enforcing a settlement under 664.6 for us to audio record. So
28 let's go ahead. I'd asked the parties -- this was a mandatory



1 settlement conference -- I'd asked the parties to prepare a
2 statement and then, review it, and make sure both parties are
3 in agreement. Have we done that?

4 MS. COOPER: Yes, we have.

5 MR. FAVAROTE: Yes, Your Honor.

6 THE COURT: And who will be reading it into the
7 record?

8 MR. FAVAROTE: I will, Your Honor.

9 THE COURT: When you're ready, please go ahead.

10 MR. FAVAROTE: Thank you, Your Honor. So this is
11 the settlement of Reyes vs. Lyneer Staffing Solutions. The
12 settlement covers Plaintiff and all temporary employees of
13 Defendant that worked at the 23 clients identified on page 7
14 of Plaintiff's expert report for the period of April 4, 2022
15 to October 15, 2024. This includes the settlement of all
16 claims alleged in Plaintiff's PAGA notice dated April 4, 2023,
17 in the operative complaint for a total consideration of
18 \$925,000, which Defendant agrees to pay in full 90 days after
19 approval by the Court, but no earlier than 6 months from
20 today.

21 THE COURT: And if I can confirm, my understanding
22 is the 23 clients or co-employers were all ones that were
23 identified that had a rounding process? Is that correct?

24 MR. FAVAROTE: Rounding as well as failure to pay
25 overtime, Your Honor.

26 THE COURT: Now, are there any other terms -- I
27 presume this is with full releases by Plaintiff, correct? And
28 then, also subject to approval by Judge Tanada, and I presume

1 that we're going to have a reduction to a long form settlement
2 agreement in a reasonable time. Who's taking the laboring OR
3 on that?

4 MS. COOPER: We also -- the settlement will also
5 include as release parties, the actual clients as well as
6 Defendant Lyneer Staffing Solutions LLC, and do you want to
7 take the lead on the long form or do you want me to?

8 MR. FAVAROTE: I'll take lead on the long form.
9 That's correct. The release will cover Defendant and the 23
10 clients identified in Plaintiff's report on page 7.
11 Additionally, Defendant agrees to provide updated data for the
12 aggrieved employees, including the number of aggrieved
13 employees, the number of pay periods worked during the PAGA
14 period within 30 days of the day as well.

15 THE COURT: All right. So let me make sure -- and
16 I'm going to go round robin and make sure that everyone heard
17 all the terms that have been articulated by the Court and by
18 both attorneys. Mr. Favarote, you are in agreement, correct?

19 MR. FAVAROTE: Yes, Your Honor.

20 THE COURT: And will you elicit an agreement from
21 your client?

22 MR. FAVAROTE: Ms. Reyes, are you in agreement with
23 what we have described here today thus far?

24 THE PLAINTIFF: Yes, Your Honor.

25 THE COURT: And then, Ms. Cooper, you're in
26 agreement?

27 MS. COOPER: Yes, we are in agreement -- agreements.
28 And Ms. Suzette Berrios, can you just let us know if you're in

1 agreement as well?

2 THE DEFENDANT: I -- I will say I heard most of it.
3 I'm being honest. I did not hear everything, but I believe I
4 heard the salient points.

5 THE COURT: Ms. Berrios, if you can hear me, just to
6 be very clear, the salient points would be releases for --
7 it's going to apply to the temporary employees at the 23
8 employers that are listed on page 7 of the report by
9 Plaintiff's counsel. The total amount is going to be
10 \$925,000, payable 90 days after the approval of the
11 settlement, but no earlier than 6 months. You want to add
12 anything else, Counsel? And I'm going to ask Mr. Favarote --
13 there's a microphone in front of you just for the benefit of
14 everyone. Is there anything else you want to clarify for her?

15 MR. FAVAROTE: No, Your Honor.

16 THE COURT: Okay. I think we've got enough.
17 Anything else for the good of the order?

18 MS. COOPER: No, Your Honor.

19 THE COURT: I'm going to do this, though. We have
20 trial readiness conference in Judge Tanada's department.
21 Which department is that?

22 THE CLERK: S33, Your Honor.

23 THE COURT: S33. It's for October 16th at 8:30.
24 I'm going to convert that unless there's an objection to an
25 OSC status to settlement. So you can inform Judge Tanada
26 what's going on, and then I would vacate the Court trial
27 scheduled for October 20th at 10 a.m. Is there any objection
28 if I do that?

1 MR. FAVAROTE: As long as this agreement is
2 enforceable under 664.6.

3 THE COURT: I have audio recorded for that purpose.
4 You can request a transcript if you need it, or a copy of the
5 audio that you can have converted to a transcript. One hopes
6 you don't need it.

7 MR. FAVAROTE: Thank you, Your Honor.

8 THE COURT: All right.

9 MS. COOPER: No objection.

10 THE COURT: And then can we waive notice?

11 MR. FAVAROTE: Yes, Your Honor.

12 MS. COOPER: Yes. Notice is waived.

13 THE COURT: All right. Thank you very much.
14 Congratulations on getting the matter resolved. You move
15 forward with your lives. We'll see you -- well, take care and
16 give Judge Tanada our best.

17 MR. FAVAROTE: Thank you, Your Honor. Appreciate
18 your time.

19 MS. COOPER: Thank you.

20 THE PLAINTIFF: Thank you, Judge.

21 THE DEFENDANT: Thank you, Your Honor.

22 (Proceedings adjourned at 4:19 p.m.)
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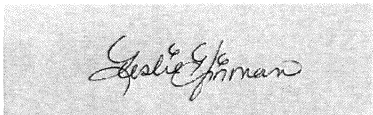
CERTIFICATE

COMPLEX-PAGA - Reyes,)
)
 Plaintiff,)
)
 vs.) Case No. CIVSB2317672
)
 Lyneer Staffing Solutions,)
 LLC, et al.)
)
 Defendants.)
)

STATE OF CALIFORNIA)
) SS
 COUNTY OF SAN BERNARDINO)
)

I, LESLIE HINMAN, transcriptionist, do hereby
 certify that the foregoing pages, 1 to 8, inclusive,
 constitute to the best of my knowledge and belief a full, true
 and correct transcription of the audio recorded proceedings
 held in the matter of the above-entitled cause held on October
 9, 2025

Dated this 21st day of December, 2025.



Leslie Hinman
 Transcriptionist

EXHIBIT 2

NOTICE OF PAGA ACTION SETTLEMENT

This is an Official Court Notice of the Settlement in the following lawsuit:
Reyes v. Lyneer Staffing Solutions, LLC, San Bernardino County Superior Court Case
No. CIVSB2317672

Name [insert name]

Address [insert address]

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A California Private Attorneys General Act ("PAGA") lawsuit has been settled against Lyneer Staffing Solutions, LLC ("Lyneer") that was brought by former employee Maria Reyes ("Representative Plaintiff"). You are receiving this notice because you either are or were an hourly employee for Lyneer at any time from April 4, 2022, to October 15, 2024 that worked on one or more of the 23 client accounts identified below that are covered by the settlement: 4EXCELSIOR; Calerie Health Hldg LLC.; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2- 80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; and World Wide Logistics Group (NTDS) CA.

A PAGA action is a case for civil penalties where 75% of the penalties recovered go to the State of California and 25% to the aggrieved employees represented in the case. You cannot opt out of the PAGA settlement and even if you do not cash your settlement check you will still be bound by the release in the case. The PAGA claims being released are for claims alleged based on the facts and theories of liability set forth in the operative complaint and Plaintiff's PAGA Notice to the LWDA dated April 4, 2023, for alleged violations of Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the IWC Wage Orders. The release of claims in this case does not apply to any other claims that you have or may have against Lyneer or for any claims outside of the covered settlement period.

Representative Plaintiff contends that Lyneer did not timely pay all wages due and for all time worked on the clock or under its control, including rounding, and for all minimum, straight and overtime wages; failed to provide legally adequate meal periods and rest breaks; failed to reimburse for business expenses such as personal cell phone usage and mileage; and failed to provide accurate itemized wage statements.

Lyneer denies any wrongdoing. The Court has not made any ruling about the merits of either Representative Plaintiff's claims or of Lyneer's defenses.

The settlement provides for \$925,000.00, less the cost of settlement administration by Apex Class Action LLC (up to \$12,990.00), the proposed enhancement payment to Plaintiff for bringing this matter on behalf of the LWDA and the aggrieved employees (\$15,000.00), Plaintiff's Counsels' proposed attorneys' fees of 35% (\$323,750.00) and litigation costs (up to \$53,000.00) for a total of \$520,260.00 to the LWDA and aggrieved employees. Pursuant to PAGA, 75% of the remainder (\$390,195.00) will be distributed to the California Labor Workforce Development Agency ("LWDA") as penalties, and 25% (\$130,065.00) will be distributed to the aggrieved employees. For purposes of calculating a PAGA Settlement Group Member's individual settlement share, each PAGA Settlement Group Member will receive an amount that bears the same ratio to his or her pay periods worked for the Defendant on the 23 client accounts at issue, during the covered period, to the total number of pay periods worked by all PAGA Settlement Group Members during the covered period.

100% of your settlement share will be reported using IRS Form 1099s, since all funds are for the settlement of civil penalties. Neither Lyneer nor PAGA Counsel make any representations regarding the tax implications of any amounts paid under this settlement and you should notify your tax advisor of the payment or if you have any questions.

ADDITIONAL INFORMATION

You should contact the settlement administrator to report any change of your address after you receive this notice.

Please do not contact the Court or the Court Clerk about this notice. For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, or at the office of the clerk of the San Bernardino County Superior Court, located at 247 West 3rd St. San Bernardino, California 92415. You may also contact the settlement administrator if you lose your check or do not get a 1099 Form at:

Apex Class Action, LLC

ADDRESS

TOLL-FREE PHONE NUMBER; FAX

E-MAIL ADDRESS

The attorneys for Plaintiff and representing the State of California are:

TOREY JOSEPH FAVAROTE

DAVID H. DANNING

GLEASON & FAVAROTE LLP

3646 Long Beach Blvd., Suite 203

Long Beach, CA 90807

Telephone: (213) 542-8501

Facsimile: (213) 542-5556

Email: tfavarote@gleasonfavarote.com

ddanning@gleasonfavarote.com

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On January 23, 2026, I served a copy(ies) of the following document(s):

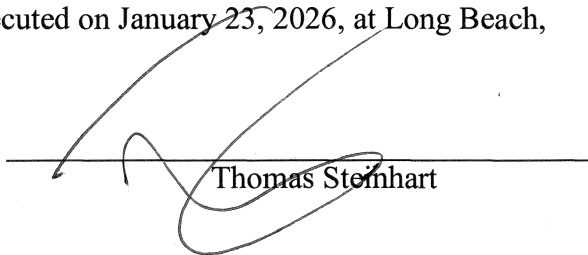
[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL OF PAGA NOTICE; APPROVAL OF ENHANCEMENT AWARD; AND APPROVAL OF ATTORNEYS' FEES AND COSTS

on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
Stacey M. Cooper, Esq. STACEY COOPER LAW, PC 888 Prospect Street, Suite 200 La Jolla, CA 92037 Phone: 619-673-5022 stacey@cooperlawpc.com corbyns@cooperlawpc.com sandra@cooperlawpc.com	Lyneer Staffing Solutions, LLC	One Legal, LLC

- ☐ [BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a commercial courier service for overnight delivery to the offices of the addressee(s).
- ☐ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Ace Attorney Service, Inc. this date.
- ☒ [BY DESIGNATED ELECTRONIC FILING SERVICE] I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on January 23, 2026, at Long Beach, California.


Thomas Steinhart