

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

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

TRANSCRIPT OF PROCEEDINGS

MANDATORY SETTLEMENT CONFERENCE

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OCTOBER 9, 2025

APPEARANCES:

FOR THE PLAINTIFF: TOREY J. FAVAROTE, ESQ.
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FOR THE DEFENDANTS: STACEY M. COOPER, ESQ.
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TRANSCRIBED BY: LESLIE HINMAN



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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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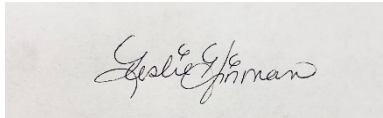
CERTIFICATE

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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