

[PROPOSED] ORDER

On May 4, 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, and pursuant to the signed Settlement Agreement for the total consideration of
17 \$925,000.00 is approved as of the date of this signed Order with Defendant to fully fund the
18 settlement within 90 days of this Order. The parties’ fully executed settlement agreement is
19 attached hereto as **Exhibit 1**.

20 The Court approves Maria Reyes’ requested enhancement award of \$10,000.00.

21 The Court approves Apex Class Action LLC as the settlement administrator, and their
22 reasonable fees and costs of \$23,990.00.

23 The Court also approves payment of PAGA Counsels’ reasonable attorneys’ fees in the
24 amount of \$305,250.00 and reasonable costs in the amount of \$53,000.00.

25 The remaining funds, after the deduction of the amounts noted above, shall be distributed as
26 follows: Seventy-Five Percent (75%)/\$399,637.50 as PAGA penalties to be paid to the LWDA.
27 The PAGA Settlement Group Members will receive the other Twenty-Five Percent
28 (25%)/\$133,212.50 of the PAGA penalties.

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 during the Covered Period, to the total number of pay periods
4 worked by all PAGA Settlement Group Members during the Covered Period.

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

18 If a Settlement Group Member fails to cash the check for his or her settlement share within
19 120 days after it is mailed to the Settlement Group Member (or, in the case where the check was
20 returned, within 120 days after it is mailed to the new address for the Settlement Group Member),
21 the settlement administrator will transfer the money represented by the check to the California
22 State Controller's Office Unclaimed Property Fund in the person's name.

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

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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.

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5 **IT IS SO ORDERED**

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7 Dated: _____

8 Hon. Stephanie Tanada
9 Judge of the San Bernardino Superior Court

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.

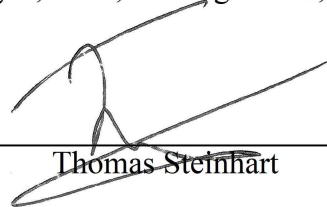
On July 2, 2026, I served a copy(ies) of the following document(s):

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S AMENDED 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 July 2, 2026, at Long Beach, California.



Thomas Steinhart