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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARIA REYES, on behalf of all aggrieved employees,

Plaintiff,

vs.

LYNEER STAFFING SOLUTIONS, LLC, a Delaware Limited Liability Corporation; and DOES 1-40, inclusive,

Defendants.

) Case No. CIVSB2317672

) **[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**

) Date: April 22, 2026
) Time: 8:30 am
) Judge: Hon. Stephanie Tanada
) Dept.: S33

) Action Filed: August 1, 2023
) Trial Date: None

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[PROPOSED] ORDER

On April 22, 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 \$12,990.00.

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%)/\$407,820.00 as PAGA penalties to be paid to the LWDA.
27 The PAGA Settlement Group Members will receive the other Twenty-Five Percent
28 (25%)/\$135,940.00 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 Within fifteen (15) days of this Order: Defendant must provide to Apex Class Action LLC
6 ("Apex") the names, last known mailing addresses, Social Security Numbers, and total pay periods
7 worked by each and all PAGA Settlement Group Members on the 23 client accounts at issue during
8 the Covered Period along with a signed declaration under penalty of perjury that the list of PAGA
9 Settlement Group Members and their corresponding number of pay periods worked for the
10 Defendant on the 23 client accounts at issue is true and correct. Defendant must also provide the
11 PAGA Settlement Group Member list, along with the corresponding number of pay periods worked
12 by each one during the Covered Period at the 23 client accounts at issue to Plaintiff's counsel with
13 the supporting Bates numbers from the Defendant's document production in the litigation.
14 Defendant's obligation to fund the settlement will be within 90 days of the date of this Order.
15 Within ten (10) days after receiving the \$925,000.00 settlement funding and PAGA Settlement
16 Group Members' information, the settlement administrator shall mail the settlement notice letter
17 which is attached hereto as **Exhibit 2** (in both English and Spanish) and individual PAGA payment
18 to each PAGA Settlement Group Member at his or her last known address or at the updated address
19 found through the NCOA search and retain proof of mailing. Any settlement packets returned to
20 the settlement administrator as undelivered shall be re-mailed to the forwarding address affixed
21 thereto. If no forwarding address is provided, the settlement administrator shall make reasonable
22 efforts, including utilizing a "skip trace," to obtain an updated mailing address. If an updated
23 mailing address is identified, the settlement administrator shall resend the settlement packet to the
24 PAGA Settlement Group Member promptly.

25 If a Settlement Group Member fails to cash the check for his or her settlement share within
26 120 days after it is mailed to the Settlement Group Member (or, in the case where the check was
27 returned, within 120 days after it is mailed to the new address for the Settlement Group Member),
28 the settlement administrator will transfer the money represented by the check to the California

1 State Controller's Office Unclaimed Property Fund in the person's name.

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

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

7 **IT IS SO ORDERED**

8
9 Dated: _____

Hon. Stephanie Tanada
Judge of the San Bernardino Superior Court

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement” or “Settlement”) is made by and between plaintiff Maria Reyes (“Plaintiff”), on behalf of herself and the State of California, and defendant Lyneer Staffing Solutions, LLC (“Lyneer” or “Defendant”) and Plaintiff are referred to as the “Parties” and each a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Settlement, the terms below have the following meaning in this Settlement:

- A. “Action” means the civil action titled, “*Maria Reyes, on behalf of all aggrieved employees vs. Lyneer Staffing Solutions, LLC; and DOES 1-40, inclusive,*” pending before the Superior Court of California, County of San Bernardino (the “Superior Court”), Case No. CIVSB2317672.
- B. “Covered Period” or “PAGA Settlement Period” means the period from April 4, 2022 through October 15, 2024.
- C. “Complaint” means the PAGA Complaint for penalties, filed by Plaintiff in the Action.
- D. “Final” means that the Settlement has been approved by the Superior Court.
- E. “LWDA” means the California Labor and Workforce Development Agency.
- F. “LWDA Payment” means the payment made from the Net Settlement Amount to the LWDA under the Settlement as its share of the settlement for PAGA penalties.
- G. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution to the Settlement Group Members and the LWDA after deduction for: (1) the Representative Plaintiff’s Payment, (2) Plaintiff’s Counsel Fees and Expenses Payment, and (3) the Settlement Administrator’s fees and expenses.
- H. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
- I. “PAGA Counsel” means Torey Joseph Favarote and David H. Danning of Gleason & Favarote LLP.
- J. “PAGA Counsel Fees and Expenses Payment” means the amount awarded to Plaintiff’s Counsel by the Superior Court for their attorneys’ fees and all out-of-pocket costs and expenses incurred in connection with the Action, including the commencement and prosecution of the Action and all related litigation activities, this Settlement (including documenting the Settlement, securing court approval of

the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Action), and all post-Settlement compliance procedures.

- K. “Released PAGA Claims” means to claims alleged in the Complaint based on the facts and theories of liability set forth in the Complaint and Plaintiff’s PAGA Notice to the LWDA dated April 4, 2023, for 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 in section N.
- L. “Representative Plaintiff’s Payment” means the \$10,000.00 payment, or whatever amount is awarded by the Superior Court to be made to Plaintiff from the Total Settlement Amount intended to compensate Plaintiff for her initiation and prosecution of the Action, and her general release of claims pursuant to this Settlement.
- M. “Settlement Administrator” means Apex, the administrator proposed by the Parties and to be appointed by the Superior Court to administer the Settlement.
- N. “PAGA Settlement Group Member” means Plaintiff and all temporary non-exempt employees of Defendant who were assigned to perform work at one of the following clients listed below during the Covered Period:
 - 1. 4EXCELSIOR
 - 2. Calerie Health Hldg LLC
 - 3. Cosmetic Enterprises, Ltd.
 - 4. Craftech Corporation
 - 5. DG LOGISTICS
 - 6. Expert Coatings & Graphics, Inc.
 - 7. Fantasy Files Inc.
 - 8. Fashion Logistics (Branch 80)
 - 9. Killer Merch, LLC- 20630 PLUMMER
 - 10. Killer Merch, LLC- 9541 MASON
 - 11. Lacerta Group, LLC.
 - 12. Linzer Products Corp.
 - 13. NTDS 2-80-MSP

14. O.C. Pallets
 15. PINTO EXPRESS INC
 16. SANTA FE WAREHOUSE-COMMERCE
 17. Sojo Industries
 18. Sojo Industries (Nevada)
 19. Three Hands Corporation-Unloaders
 20. Under Armour-Fontana
 21. UNIQUE LOGISTICS INTERNATIONAL (90)
 22. UPS CA 01
 23. World Wide Logistics Group (NTDS)CA
- O. “Settlement Share” means a Settlement Group Member’s share of 25% of the Net Settlement Amount. A Settlement Group Member’s Settlement Share will be calculated based on the ratio of his or her pay periods worked during the Covered Period to the total pay periods worked for all Settlement Group Members during the Covered Period.
- P. “Total Settlement Amount” means the \$925,000.00 total settlement amount that Defendant is obligated to pay in connection with the Settlement.
- Q. “Settlement Notice” means the notice of this Settlement which will be sent to the PAGA Settlement Group Members along with their individual Settlement Share. The Settlement Notice shall be distributed in Spanish and English.

II. RECITALS

- A. On April 4, 2023, Plaintiff served a letter on the LWDA and Defendant, pursuant to California Labor Code section 2699.3, notifying the LWDA of the Defendant of alleged violations by Defendant of California 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, and IWC Wage Orders, with respect to non-exempt employees employed by Lyneer in California. The LWDA declined to investigate the alleged violations.
- B. On August 1, 2023, Plaintiff commenced the Action, asserting a claim for civil penalties under PAGA based on allegations that, with respect to non-exempt employees employed by Defendant in California, Defendant failed to: (1) pay minimum, regular and overtime wages for all time worked on the clock and under the control of the Defendant, including rounding of work time; (2) provide legally

compliant meal periods and rest breaks; (3) provide correct and proper itemized wage statements; (4) maintain accurate and complete time records of when employees started and ended work for the day including the start and end time of meal periods; and (5) timely pay final wages.

- C. The Parties conducted substantial discovery, including three days of person most knowledgeable depositions of Defendant's corporate representative, two days of Plaintiff's deposition, four depositions of Defendant's branch managers and regional vice president, the hearing on motions to compel the production of documents and responses to interrogatories, the actual production of over 680,000 pages of documents and at least half a dozen informal discovery conferences on discovery. Trial was scheduled for October 20, 2025.
- D. On October 9, 2025, the Parties participated in a Mandatory Settlement Conference presided over by Hon. Joseph T. Ortiz. During the Mandatory Settlement Conference, the Parties were present, and each was represented by its respective counsel in the Action. The Parties recognized the substantial risk of an adverse result in the Action and agreed to a full and complete resolution of the Action on the terms set forth in this Agreement. The terms of this Settlement were stated on the record and agreed to by the Parties on the record before the Court at the conclusion of the Mandatory Settlement Conference with the Honorable Joseph T. Ortiz.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group Members, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. On the contrary, Defendant denies all of Plaintiff's material allegations and maintain that it bears no liability to Plaintiff, the State of California, or any PAGA Settlement Group Member.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to Court approval of the Settlement, the Total Settlement Amount that Defendant will be obligated to pay in connection with the Settlement is Nine Hundred, Twenty-Five Thousand Dollars (\$925,000.00). The Total Settlement Amount will cover: (i) all Settlement Shares to PAGA Settlement Group Members; (ii) the LWDA Payment; (iii) the Representative Plaintiff's Payment; (iv) the Plaintiff's Counsel Fees and Expenses Payment; and (v) the Settlement Administrator's fees and expenses.
- B. **Payment of the Representative Plaintiff's Payment.** The Representative Plaintiff's Payment will be paid in one lump sum, without payroll tax deductions

and withholding as it is all a penalty payment, but Plaintiff will be issued a Form 1099 MISC with respect to the enhancement payment.

C. **Payment of Net Settlement Amount.** The Net Settlement Amount will be paid as follows:

1. 25% of the Net Settlement Amount will be paid to Settlement Group Members as their Settlement Shares. As the Settlement Shares will be for civil penalties they will be treated as penalties for tax purposes and a form 1099 will be issued to them.
2. 75% of the Net Settlement Amount will be paid to the LWDA as its LWDA Payment.

D. **Calculation of Settlement Shares.** For purposes of calculating a PAGA Settlement Group Member's Settlement Share, each Settlement Group Member will receive an amount that bears the same ratio to his or her pay periods worked during the Covered Period to the total number of pay periods worked of all Settlement Group Members during the Covered Period.

E. **Update PAGA Member List.** By February 20, 2026, Defendant, as agreed to on the record, will provide PAGA Counsel with an updated list of the names of the PAGA Settlement Members and the number of pay periods that they worked for the Defendant during the Covered Period.

F. **Payments.**

1. Within fifteen (15) days after the Superior Court's order approving the Settlement:
 - a. Lyneer will provide to the Settlement Administrator the names, last known mailing addresses, telephone numbers, Social Security Numbers, and total pay periods worked by all PAGA Settlement Group Members during the Covered Period (the "Settlement Group Member Information").
 - b. The Settlement Administrator will also provide Defendant with wire-transfer information.
2. Within ten (10) days after the Settlement Administrator provides Defendant with the wire-transfer information, Defendant will wire-transfer the Total Settlement Amount to the Settlement Administrator. Defendant's obligation to fund the Settlement will be 90 days after the Settlement is approved by the Superior Court but at the earliest it shall not be done until April 9, 2026.
3. Within ten (10) days after Defendant's funding of the Settlement, the Settlement Administrator will pay the Settlement Shares along with the

Settlement Notice in both English and Spanish, the LWDA Payment, the Representative Plaintiff's Payments, the Plaintiff's Counsel Fees and Expenses Payment, and the Settlement Administrator's fees and expenses.

G. **Disposition of Uncashed Settlement Share Checks.** If a Settlement Share check comes back to the Settlement Administrator as non-deliverable, the Settlement Administrator will make reasonable efforts to find a current address for the Settlement Group Member and re-mail the check. If a Settlement Group Member fails to cash the check for his or her Settlement Shares within 120 days after it is mailed to the Settlement Group Member (or, in the case where the check was returned as non-deliverable, within 120 days after it is mailed to the new address for the Settlement Group Member), the Settlement Administrator will transfer the money represented by the check to the California State Controller's Office Unclaimed Property Fund in the name of the Settlement Group Member.

H. **Process for Court Approval.**

1. The Parties will cooperate in seeking approval of the Settlement. A motion for PAGA settlement approval will ask the Superior Court to: (1) approve the Settlement and (2) dismiss the Action with prejudice as to PAGA Settlement Group Members for the Settled PAGA Claim during the Covered Period, each side to bear its own costs and attorneys' fees except as provided by the Settlement. Pursuant to PAGA, Cal. Lab. Code § 2699(d)(2), the Settlement will be sent to the LWDA at the same time it is filed with the Superior Court.
2. At the same time PAGA Counsel files the motion for PAGA settlement approval, Plaintiffs will file a motion for approval of: (1) a Representative Plaintiff's Payment of \$10,000.00 and (2) a Plaintiff's Counsel Fees and Expenses Payment of 33% of the Total Settlement Amount or (\$305,250.00) for attorneys' fees plus up to \$53,000 for actual litigation costs. Defendant will not join in this motion, but also will not oppose it. In the event the Superior Court approves a payment less than any of these amounts, the difference will be retained as part of the Net Settlement Amount.
3. The Parties will cooperate in the drafting and/or filing of any additional documents reasonably necessary to be prepared or filed and will take all steps that may be requested by the Superior Court relating to the approval and implementation of the Settlement.
4. This Agreement does not grant any right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement, or any right to appeal from the approval of the Settlement by the Superior Court.

5. If the Superior Court does not approve the Settlement without material modification, the Parties will meet and confer to address the Superior Court's concerns. A modification of the Representative Plaintiff's Payments or the Plaintiff's Counsel Fees and Expenses Payment will not be deemed a material modification of the Settlement.
6. Pursuant to California Labor Code section 2699(l)(3), the Parties will submit to the LWDA a copy of the Superior Court's order approving the Settlement within 10 days after entry of the order.

I. Releases of Claims.

1. **By Plaintiff Only.** In consideration of the Settlement and her Representative Plaintiff's Payment, as of the date of full funding of the Settlement by Defendant, on behalf of herself and her heirs, successors, agents, and all other related persons or entities who could assert a claim based on her employment and/or dealings with Defendant, waive and release any and all claims against Defendant and its parents, predecessors, successors, subsidiaries, affiliates, clients, trusts, employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and related persons and entities, and assigns (the "Plaintiff's Released Parties"), including but not limited to the claim and allegations raised in the Action and those arising from or related to Plaintiff's employment with Defendant (the "Plaintiff's Released Claims"). The Plaintiff's Released Claims include, but are not limited to, claims arising under (as amended) Title VII of the Civil Rights Act, 42 U.S.C. section 1981, the Americans with Disabilities Act, the Vocational Rehabilitation Act, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Fair Employment and Housing Act, the California Civil Code, the California Labor Code (including PAGA), and all other federal, state and local laws regulating employment. The Plaintiff's Released Claims include all claims, whether known or unknown. Thus, even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Notwithstanding anything contained herein, the Plaintiff's Released Claims do not cover any pending workers' compensation claims.
2. **Waiver of Section 1542.** In granting the release of claims set forth above for Plaintiff only, she hereby expressly waives the protection of California Civil Code section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have

materially affected his or her settlement with the debtor or released party.

- J. **Tax Indemnification.** Plaintiff and PAGA Counsel agree that they are solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of payments to them under this Settlement, that upon full funding of the Settlement they will hold the Released Parties, as defined above, harmless from and against any and all costs and expenses, including, interest, assessments, withholding and penalties, arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds paid to them as a result of this Settlement, and that they will not make any claim against the Released Parties for any costs or expense if an adverse determination is made by a tax agency in connection with the non-withholding or other tax treatment of payments made to them under this Settlement.
- K. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the Settlement is fair and reasonable and will so represent to the Superior Court.
- L. **Admissibility of Agreement.** This Agreement and the audio of the Settlement on the record may be introduced into evidence to prove the fact and terms of the Settlement.
- M. **No Admission of Liability.** Neither this Agreement nor any other documents prepared in connection with this Settlement are in any way an admission of liability by Defendant or any other party. In particular, this Agreement may not be used in any future proceeding as an admission by any party of any liability or any fact used to establish liability.
- N. **Waiver of Appeals.** The Parties waive all appeals from the approval of the Settlement unless the Superior Court materially modifies the Settlement, except that Plaintiff and Plaintiff's Counsel may appeal from an order by the Superior Court that reduces the amounts sought for the Representative Plaintiff's Payment and the PAGA Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to void the Settlement.
- O. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Settlement and once approved by the Superior Court supersedes all prior or contemporaneous agreements, representations, warranties, covenants, or inducements regarding its subject matter.
- P. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
- Q. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- R. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- S. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile and electronic signatures (e.g., DocuSign) will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Execution by the Parties and Counsel

Dated: February 17, 2026

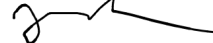
MARIA REYES


Maria Reyes (Feb 17, 2026 15:08:13 PST)

Maria Reyes

Dated: February 18, 2026

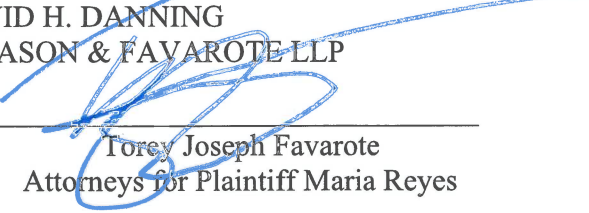
LYNEER STAFFING SOLUTIONS, LLC

By: 

James Radvany
Chief Executive Officer

Dated: February 17, 2026

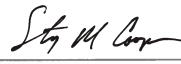
TOREY JOSEPH FAVAROTE
DAVID H. DANNING
GLEASON & FAVAROTE LLP

By: 

Torey Joseph Favarote
Attorneys for Plaintiff Maria Reyes

Dated: February 17, 2026

STACEY M. COOPER
STACEY COOPER LAW, PC

By: 

Stacey M. Cooper
Attorneys for Defendant
Lyneer Staffing Solutions, LLC

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 (\$10,000.00), Plaintiff’s Counsels’

proposed attorneys' fees of 33% (\$305,250.00) and litigation costs (up to \$53,000.00) for a total of \$543,760.00 to the LWDA and aggrieved employees. Pursuant to PAGA, 75% of the remainder (\$407,820.00) will be distributed to the California Labor Workforce Development Agency ("LWDA") as penalties, and 25% (\$135,940.00) 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

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

AVISO DE ACUERDO DE ACCIÓN DE PAGA.

Esto es un Aviso Oficial del Tribunal de un acuerdo por la siguiente demanda:

Reyes v. Lyneer Staffing Solutions, LLC, Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2317672

Nombre [insert name]

Dirección [insert address]

SE LE NOTIFICA QUE:

Una demanda en virtud de la Ley de Acción Privada del Fiscal General (“PAGA”) ha sido conciliada contra Lyneer Staffing Solutions, LLC (“Lyneer”) e interpuesta por una empleada, María Reyes (“Demandante Representante”). Reciba este aviso ya que usted fue o es un empleado por hora para Lyneer en cualquier momento del 4 de abril de 2022 al 15 de octubre de 2024 y que trabajó en uno o más de las 23 cuentas identificadas a continuación que están cubiertas por el acuerdo: 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; Bajo Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; y World Wide Logistics Group (NTDS) CA.

Una acción de PAGA es un caso de sanciones civiles en el que el 75% de las sanciones recuperadas se destina al Estado de California y el 25% a los empleados agraviados representados. No puede optar por no participar del acuerdo de PAGA y aun si usted no cobra su cheque del acuerdo, siempre será vinculado por la liberación en el caso. Las reclamaciones de PAGA que son liberadas son las alegadas con base en los hechos y teorías de responsabilidad establecidas en la denuncia operativa y el Aviso de PAGA de la Demandante a la LWDA el 4 de abril de 2023, por supuestas violaciones del Código Laboral, artículos 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 y 2802, así como las Ordenes Salariales del CBI. Esta liberación de las reclamaciones, en este caso, no aplica a otras que pueda tener contra Lyneer ni a otras reclamaciones fuera del periodo del acuerdo cubierto.

La Demandante Representante sostiene que Lyneer no pagó todos los salarios adeudados y por todo el tiempo trabajado en horario laboral o bajo su control, incluyendo redondeos, y por todos los salarios mínimos, fijos y por horas extras; no proporcionó los períodos de comida y descansos legalmente adecuados; no reembolsó los gastos de trabajo, como el uso del teléfono personal y el kilometraje; y no proporcionó talones de pago detallados y precisos.

Lyneer niega cualquier mal hecho. El Tribunal no ha decidido los méritos sobre las reclamaciones de la Demandante Representante ni de las defensas de Lyneer.

El acuerdo proporciona \$925,000.00, menos el costo del acuerdo de administración por parte de Apex Class Action LLC (hasta \$12,990.00), el pago de incentivo a la Demandante por presentar esta demanda en nombre de la LWDA y a los empleados agraviados (\$10,000.00), los honorarios propuestos por los Abogados de Clase de la Demandante del 33% (\$305,250.00) y los costos de litigación (hasta \$53,000.00), por un total de \$543,760.00 a la LWDA y a los empleados agraviados. El 75% restante (\$407,820.00), en virtud de PAGA, será distribuido a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) como sanciones, y el 25% (\$135,940.00) será distribuido entre los empleados agraviados. Para los propósitos del cálculo de la parte individual de los Miembros del Grupo del Acuerdo de PAGA, cada uno recibirá una cantidad que representa la misma proporción de sus períodos de pago trabajados para el Demandado en las 23 cuentas cliente del asunto, durante el periodo cubierto, respecto del número total de períodos de pago trabajados por todos los Miembros del Grupo del Acuerdo de PAGA durante dicho periodo.

Cien por ciento (100 %) de su pago bajo este acuerdo será considerado una sanción y se reportará en un Formulario 1099 del IRS. Tanto Lyneer como los Abogados de PAGA no realizan ninguna representación sobre las implicaciones fiscales de cualquiera de los pagos bajo este acuerdo y debe notificar a su asesor fiscal de dicho pago o si tiene dudas sobre ello.

INFORMACIÓN ADICIONAL

Debe contactar al administrador del acuerdo para reportar cualquier cambio en su dirección una vez recibido este aviso.

Por favor, no contacte al Tribunal ni al secretario judicial sobre este aviso. Para más información, puede consultar la información pública disponible sobre esta demanda. La información se encuentra disponible en <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales> o en la oficina del secretario del Tribunal Superior del Condado de San Bernardino, en 247 West 3rd St., San Bernardino, California 92415. Puede también contactar al administrador del acuerdo si extravía su cheque o no recibe un Formulario 1099:

Apex Class Action, LLC
PO Box 54668, Irvine, CA 92619
TOLL-FREE PHONE NUMBER 1-800-355-0700
FAX: (949) 989-4428
support@apexclassaction.com

POR FAVOR, NO CONTACTE AL TRIBUNAL SOBRE ESTE AVISO.

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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.

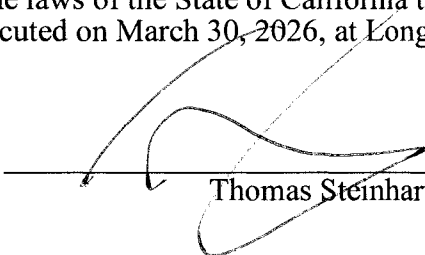
On March 30, 2026, I served a copy(ies) of the following document(s):

[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	By Hand and 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 March 30, 2026, at Long Beach, California.



Thomas Steinhart