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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 26 2026

BY 
LILIANA MARISCAL, DEPUTY

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

EDWARD R. JUAREZ, as an individual and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

FAIRWAY STAFFING SERVICES; C.H.
ROBINSON COMPANY, LLC; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2321349

Consolidated with Case No. CIVSB2330739

[Assigned to the Hon. ~~Corey G. Lee~~, Dept.
S37] *WINSTON KEH*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: February 19, 2026

Time: 8:30 a.m.

Dept.: S37

Complaint filed: November 21, 2023

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 19, 2026, at 8:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Edward R. Juarez's ("Plaintiff") Motion for Approval of Settlement of
10 Claims Brought Under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" consist of all non-exempt employees of Defendant
12 Fairway Staffing Services who were placed to work at Defendant C.H. Robinson Company, LLC
13 (collectively referred to as "Defendants") in California at any time from September 7, 2022
14 through March 14, 2025 (the "PAGA Period").

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
17 (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
18 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
19 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
20 requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

24 4. The Court orders that Defendants shall fully fund the Maximum Settlement
25 Amount of \$180,000.00 by transmitting the funds to the Administrator as follows: (1) Defendant
26 C.H. Robinson Company, LLC shall be responsible for paying a total of One Hundred Five

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 Thousand Dollars and Zero Cents (\$105,000.00), and shall do so within sixty (60) days of the
2 Court's order granting settlement approval; and (2) Defendant Fairway Staffing Services shall be
3 responsible for paying a total of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) and
4 shall issue its portion of the settlement amount in two payments: the first payment to be made
5 within thirty (30) days of the Court's order granting settlement approval, and the second payment
6 to be made within sixty (60) days after the first payment.

7 5. The Court hereby approves, as to form and content, the proposed Explanatory
8 Letter submitted by the parties and included as Exhibit A to the Settlement.

9 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

10 7. Within thirty (30) business days after entry of an order approving the settlement,
11 Defendants shall provide the Settlement Administrator with information for Aggrieved
12 Employees. Defendants will in good faith compile from their records a list of Aggrieved
13 Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet,
14 and shall include each Aggrieved Employee's full name, last known mailing address last known
15 telephone number, number of pay periods worked during the PAGA Period, and Social Security
16 numbers to the extent available from Defendants' records. Because Social Security numbers are
17 included in the list, the Settlement Administrator will maintain the list in confidence, and access
18 shall be limited to those with a need to use the list as part of the administration of the Settlement.
19 Within seven (7) calendar days of receiving the Aggrieved Employees' information from
20 Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized
21 spreadsheet containing the Individual Settlement Awards to each Aggrieved Employee and the
22 data used to calculate said payments. The Settlement Administrator shall obtain approval from all
23 counsel of the calculations before mailing Individual Settlement Awards.

24 8. Within twenty-one (21) calendar days of the Settlement being fully funded, the
25 Settlement Administrator shall issue Individual PAGA Payments to the Aggrieved Employees,
26 payment to the LWDA, payment to Plaintiff's Counsel for Plaintiff's Counsel's Court-approved
27 attorneys' fees and litigation costs and expenses, payment to Plaintiff for the Court-approved
28 enhancement payment, and payment to the Settlement Administrator for Court-approved

1 Settlement administration costs incurred in connection with the Settlement.

2 9. The Court orders that the Settlement Administrator shall be paid up to \$4,500.00
3 for all of its work done and to be done until the completion of this matter and finds that sum
4 appropriate.

5 10. The Court finds that attorneys' fees in the amount of one-third of the Maximum
6 Settlement Amount (currently estimated to be \$60,000.00) for Plaintiff's Counsel, and
7 reimbursement of litigation costs of up to \$18,987.58 to Plaintiff's Counsel, are fair, reasonable,
8 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
9 Counsel as provided for in the Settlement Agreement.

10 11. The Court finds that the requested enhancement payment of \$5,000.00 to Plaintiff
11 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
12 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
13 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
14 Agreement.

15 12. The Court finds that the amount of \$68,634.32, representing 75% of the Net
16 Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the
17 LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that
18 payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The
19 Court further finds that the amount of \$22,878.10, representing 25% of the Net Settlement
20 Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved
21 Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate,
22 and reasonable, and orders that payment be made to Aggrieved Employees on a *pro rata* basis in
23 accordance with the terms of the Settlement and this Order.

24 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
25 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
26 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's
27 Office Unclaimed Property Division in the name of the Aggrieved Employee.

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1 14. The Court approves the scope of the release as set forth in the Settlement.
2 Following entry of this Judgment and Order and the Maximum Settlement Amount being fully
3 funded, Plaintiff and the State of California will release the Released Claims against Defendants,
4 each of their respective present and former parent companies, subsidiaries, divisions, concepts,
5 related or affiliated companies, and each of their present and former shareholders, officers,
6 directors, employees, agents, attorneys, insurers, reinsurers, successors and assigns, and any
7 individual or entity that could be liable for any of the Released Claims ("Released Parties") that
8 arose during the PAGA Period.

9 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
10 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

11 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
12 before February 19, 2027.

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14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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16 Dated: 6/26/26

17 By: Winston Keh
18 Honorable ~~Corey G. Lee~~ WINSTON KEH
19 Judge of the Superior Court
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