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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN BERNARDINO**
14 **SAN BERNARDINO JUSTICE CENTER**

15 GLEYSA MARTINEZ, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 UNIVERSAL PACKAGING SYSTEMS,
20 INC, a California corporation, QUALITY
21 STAFFING SERVICES, INC., a California
22 corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: CIVSB2408885

[Assigned for all purposes to the Honorable
Stephanie Tanada, S-33]

**SUPPLEMENTAL DECLARATION OF
SCOTT ERNEST WHEELER IN SUPPORT
OF MOTION OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEY'S FEES AND
COSTS AND SERVICE AWARDS**

Date : April 29, 2026

Time: 8:30 a.m.

Dept.: S-33

Action Filed: March 18, 2024

Trial Date: None Set

1 5. As to the Court's second point, prior to the filing of this action and before this
2 motion was submitted for filing, I checked the LWDA PAGA search for additional pending
3 actions against Defendant. I also reviewed the Riverside, San Bernardino, Orange and Los
4 Angeles Superior Court websites for actions against the named defendant in this action. I can
5 conclude I am not aware of any other pending PAGA actions in any other court in this or any
6 other jurisdiction that asserts claims similar to those asserted in this action on behalf of the
7 aggrieved employees.

8 6. There is a Class Action that was filed on April 18, 2025, pending before this Court
9 entitled *Jorge Palacios v. Quality Staffing Services, Inc.*, San Bernardino Superior Court, Case
10 Number: CIVSB2511076 ("*Palacios*" Action). The *Palacios* action does not include a PAGA
11 claim and would not be impacted by a settlement in this action. It should be noted, based upon
12 Paragraph 2 of the *Palacios* Class Complaint, the plaintiff stopped working for the defendant
13 Quality Staffing Services Inc. in August of 2023, and any attempt to file a PAGA Notice would
14 be untimely. See, Labor Code Section 2699.3, subd. (a)(2) and Code of Civil Procedure Section
15 340 subd. (a) (PAGA claims are subject to a one (1) year statute of limitations.)

16 7. In response to the Court's third point, based upon the Court's Order regarding the
17 reduction of attorney's fees and costs and Service Award, the revised Net Settlement Amount
18 equals \$83,824.02. Seventy-five percent, or \$62,868.01 will be distributed to the LWDA
19 pursuant to PAGA, and twenty-five percent, or \$20,956.01 will be distributed to the aggrieved
20 employees. The estimated average PAGA settlement payment to an aggrieved employee will
21 total \$12.66, the estimated lowest payment is \$0.69. The estimated highest payment will total
22 \$14.49.

23 8. In response to the Court's fourth point, Plaintiff did not enter into a separate
24 settlement agreement or receive any compensation in addition to the proposed settlement here.
25 The reference to Civil Code Section 1542 refers to Plaintiff's full release of all claims in support
26 of her requested Service Award previously requested in the amount of \$6,000.00, reduced to
27 \$2,500.
28

1 9. As to the Court’s fifth point, the Amendment reflects the requested for reduced
2 fees at \$26,806.25. It should be noted, Plaintiff’s counsel implemented a new computer tracking
3 system for attorney time in 2025 replacing The Wheeler Law Firm, APC’s handwritten time
4 keeping system. Upon review of attorney Justin Wheeler’s handwritten notes and review of the
5 Court’s Minute Orders there was a typographical error regarding October 14th. It should have
6 been October 14, 2024 and not 2025 where Mr. Wheeler appeared at the Case Management
7 Conference. A true and correct copy of the Court’s October 14, 2024 Minute Order is attached
8 hereto as **Exhibit 3**.

9 10. In response to the Court’s sixth point, the Amendment reflects a request for a
10 reduced Service Award of \$2,500. See, Exhibit 1, Paragraph III.2 and 4.b.

11 11. As to the Court’s seventh point regarding the PAGA release, and the LWDA
12 PAGA Notice and complaint, the Parties stipulated to the filing of a First Amended PAGA
13 Complaint only. The LWDA PAGA Notice dated January 10, 2024 controls what claims are
14 released in a PAGA Action. Plaintiff respectfully disagrees with the Court’s concern that Labor
15 Code sections 6409.6 and 6432 must be alleged in an amended complaint. In that respect, in
16 *Accurso v. In-N-Out Burgers* (2023) 94 Cal. App.5th 1128, and *LaCour v. Marshalls of*
17 *California, LLC* (2023) 94 Cal.App.5th 1172, the First District Court of Appeal held that the
18 delegation of enforcement power from the LWDA to the aggrieved employee is controlled
19 entirely by the PAGA notice — not the complaint. As *Accurso* explained, that delegation, “...
20 gives the proxy control of the penalty claims identified in his written notice to the LWDA, but is
21 limited in scope to the specific facts and theories stated in the notice.” *Id.* at 1142. *LaCour*
22 further confirmed that the pre-lawsuit notice “provides an objective source of proof for the scope
23 of the plaintiff’s authorized enforcement interest ...” *Id.* at 1197. Where those sections were
24 included in the PAGA notice served on both the employer and the LWDA, plaintiff’s authority to
25 include them within the scope of the settlement release is fully established — and the operative
26 complaint need not replicate every provision of the notice in order for the release to be valid and
27 enforceable. See, Exhibit A to the Declaration of Scott Ernest Wheeler In Support of Motion of
28

1 Plaintiff's Motion for Approval of PAGA Settlement, Attorney's Fees and Costs And Service
2 Awards.

3 12. Plaintiff respectfully submits that requiring an amendment of the complaint to add
4 sections 6409.6 and 6432 would also be futile as a matter of law, providing an independent basis
5 to reject the Court's proposed approach. California Labor Code § 2699(k)(2) expressly exempts
6 from PAGA civil penalties any violation of a "posting, notice, agency reporting, or filing
7 requirement of this code, except where the filing or reporting requirement involves mandatory
8 payroll or workplace injury reporting." Section 6409.6 is a COVID-19 workplace exposure notice
9 and posting provision — precisely the type of notice requirement that falls outside PAGA's
10 penalty enforcement scheme. Similarly, section 6432 governs the evidentiary standard for
11 Cal/OSHA to establish a serious violation which is not an independently enforceable Labor Code
12 provision that generates PAGA civil penalties. Because neither section can support a PAGA
13 penalty claim, compelling plaintiff to plead them in the amended complaint would serve no
14 cognizable purpose. The inclusion in the PAGA notice and the settlement release is properly
15 understood not as a penalty claim, but as part of the comprehensive resolution of all noticed
16 conduct which is precisely what *LaCour* and *Accurso* authorize the PAGA notice, not the
17 complaint, to define the scope of the PAGA release.

18 13. The First Amended PAGA Complaint does not allege violations pursuant to Labor
19 Code Sections 246, 248.1, 248.2 or 248.6.

20 14. In response to the Court's eighth point, the Parties have met and conferred
21 regarding Paragraphs I.14 and the language of the "PAGA Released Claims" which shall be
22 deleted in its entirety and replaced with the following language:

23 "PAGA Released Claims" mean Plaintiff, on behalf of the State of
24 California and each PAGA Member will release the Released Parties from
25 all claims for civil penalties under the California Labor Code, Wage
26 Orders, regulations, and/or any other provisions of state and federal law
27 against the Released Parties that were alleged in the Action and that
28 reasonably could have been alleged in the Action based on the allegations
contained in the LWDA Letter dated January 10, 2024, and/or the
operative complaint and any amendments thereto, including, without
limitation, all claims for civil penalties under PAGA (Labor Code § 2698
et seq.) relating to: (1) failure to provide meal periods, in violation of

1 Labor Code sections 226.7, 512, 558 and Wage Order No. 1-2001, section
2 11; (2) failure to provide rest periods, in violation of Labor Code sections
3 226.7, 512, and Wage Order No. 1-2001, section 12, and the California
4 Unfair Competition Law, California Business and Professions Code
5 sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime
6 wages, in violation of California Labor Code sections 510, 1194, 1198,
7 and Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages
8 to aggrieved employees in violation of California Labor Code sections
9 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4;
10 (5) failure to timely pay aggrieved employees all wages due, in violation
11 of California Labor Code section 204; (6) failure to pay discharged or
12 quitting aggrieved employees all wages due, in violation of California
13 Labor Code sections 201, 202 and 203; (7) failure to maintain records, in
14 violation of section 226, 1174, and IWC Wage Order 1-2001, section 4;
15 (8) failure to provide accurate itemized wage statements to aggrieved
16 employees, in violation of California Labor Code section 226 and IWC
17 Wage Order 1-2001, section 7; (9) failure to provide proper notice of
18 COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432;
19 (10) failure to provide suitable seating, in violation of IWC Wage Order
20 No. 1-2001, section 14; (11) failure to maintain temperature in the interior
21 work area at a level of reasonable comfort in violation of Wage Order No.
22 1-2001, section 15; (12) failure to indemnify aggrieved employees for
23 employment expenditures, and/or losses, in violation of California Labor
24 Code section 2802; and (13) failure to comply with Labor Code section
25 432, based upon violations that were alleged in the operative Complaint,
26 or that could have been alleged in the operative Complaint based on the
27 facts alleged in the operative Complaint and LWDA PAGA Notice, which
28 includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432,
510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432,
IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the
California Unfair Competition Law, California Business and Professions
Code sections 17200 *et seq.*”

See, Exhibit 1, Paragraph I.14.

15. In further response to the Court’s eighth point, the Parties have met and conferred regarding Paragraphs III.6 and the language of the “PAGA Released Claims” which shall be deleted in its entirety and replaced with the following language:

“PAGA Released Claims” means all claims for penalties as set forth in Paragraph I.14.”

16. As to the LWDA Notice issues raised by the Court’s eighth point, the Parties have agreed to amend and modify the notice to include the released PAGA claims. The notice has been revised consistent with the issues raised in the Court’s tentative ruling. See, **Exhibit 4**

1 (“Clean Version”) and **Exhibit 5** (“Redline Version”), true and correct copies of the updated
2 notices are attached hereto and incorporated herein by this reference.

3 17. In response to the Court’s ninth point, since this a PAGA only settlement, PAGA
4 aggrieved employees cannot opt-out of the settlement. Under California law, an aggrieved
5 employee cannot opt out of a Private Attorneys General Act of 2004 (PAGA) settlement or
6 judgment because a PAGA claim is prosecuted in a representative capacity as a proxy for the
7 State of California's enforcement interests, not as an individual employee’s private claim. The
8 interest at stake in a PAGA action is the state's, and therefore (unlike a class action) there is no
9 opt-out mechanism for absent employees. See, *Moniz v. Adecco USA, Inc.* (2025) 109 Cal. App.
10 5th 317, 334.

11 18. As to the Court’s tenth point, the LWDA Notice must be in Spanish and English.
12 See, Exhibit 1, Paragraph IV, Section 3 of the Settlement Agreement and Amendment which
13 provide the LWDA Notice will be in English and Spanish.

14 19. In response to the Court’s eleventh point, regarding the [Proposed] Order and
15 Judgment and attaching the LWDA Notice and Amended to the Order and Judgment, the parties
16 met and conferred and agree to attach the Amendment and LWDA PAGA Award Notice to the
17 [Proposed Amended] Order and Judgment. See, **Exhibit 6** (“Clean Version”), and **Exhibit 7**
18 (“Redline Version”).

19 20. As to the Court’s twelfth point, since the settlement is for PAGA only, the
20 [Proposed Amended] Order and Judgment (**Exhibit 6**) does not include an insert for a final
21 approval hearing date. However, Exhibit J provides a return date to for confirmation of the
22 administration process.

23 21. The Amended PAGA Settlement Agreement was submitted to the LWDA on
24 April 3, 2026. A true and correct confirmation page is attached hereto as **Exhibit 8**.

25 I declare, under penalty of perjury, under the laws of the State of California, that the
26 foregoing is true and correct. Executed on April 3, 2026, in Claremont, California.

27
28 

SCOTT ERNEST WHEELER

EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Gleysa Martinez (“Plaintiff”), acting in a private attorney general capacity, and Defendants Universal Packaging Systems, Inc. (“Universal Packaging”) and Quality Staffing Services, Inc. (“Quality Staffing”) (jointly referred to as “Defendants”) (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matters entitled: *Gleysa Martinez v. Universal Packaging Systems, Inc., et al.*, San Bernardino Superior Court, San Bernardino Justice Center, Case Number: CIVSB2408885, and as set forth in Plaintiff Martinez’s correspondence to the California Labor and Workforce Development Agency (“Martinez LWDA Letter”) dated January 10, 2024.

2. “Aggrieved Employees” consist of all non-exempt, hourly employees who worked for Defendant in the State of California, at any time from January 13, 2023, through December 31, 2025.

3. “Universal Packaging” means Defendant, Universal Packaging Systems, Inc.

4. “Quality Staffing” means Defendant, Quality Staffing Services, Inc.

4. “Settlement Administrator” means Phoenix Settlement Administrators..

5. “Complaint” means the operative complaint in the Action, which refers to the action filed on March 18, 2024.

6. “Court” means the Superior Court of California for the County of San Bernardino Superior Court.

7. “Effective Date” means the date the Court enters an Order granting Court approval to the settlement.

8. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Gross Settlement Amount” is the non-reversionary sum of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payments, and payment to the Settlement Administrator for administration costs.

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorney’s fees not to exceed \$24,076.25; (b) Plaintiff’s litigation costs up to \$5,000.00; (c) Plaintiff’s enhancement payments up to \$2,500.00; and (d) administration costs up to \$10,000.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Period” means the time period from January 13, 2023, through December 31, 2025.

14. “PAGA Released Claims” mean Plaintiff, on behalf of the State of California and each PAGA Member will release the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter dated January 10, 2024, and/or the operative complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) relating to: (1) failure to provide meal periods, in violation of Labor Code sections 226.7, 512, 558 and Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation of Labor Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages to aggrieved employees in violation of California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4; (5) failure to timely pay aggrieved employees all wages due, in violation of California Labor Code section 204; (6) failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*

15. “Parties” means, collectively, Plaintiff and Defendants.

16. “Plaintiff’s Counsel” means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

II. RECITALS

1. Plaintiff performed work for Defendants as non-exempt employees in California during the PAGA Period and is therefore an Aggrieved Employee pursuant to the definition contained herein.

2. On January 10, 2024, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and her intent to file a civil lawsuit under the PAGA.

3. On March 18, 2024, Plaintiff filed an Action for civil penalties under the PAGA.

4. The Parties have engaged in efforts to resolve Plaintiff’s PAGA claims by exchanging information informally. In connection with such efforts, Defendants provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the claims prior to reaching a settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit, or an admission by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. Defendants specifically disclaim and deny any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary Gross Settlement Amount (“GSA”) of \$125,000.00 (subject to the Escalator Provision below). From the GSA, Plaintiff will seek, and Defendants shall not oppose: (a) attorneys’ fees of one-third of the GSA; (b) attorneys’ litigation costs and expenses related to the Action of up to \$5,000.00; and (c) enhancement payment to Plaintiff in the amount of \$2,5000. After the amounts for attorneys’ fees, costs, administration costs, and enhancement payment are deducted from the GSA, the remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Defendants shall deposit the full settlement amount of \$125,000.00 with the Settlement Administrator within thirty (30) calendar days of a Court order approving this settlement.

3. **Escalator Clause.** Defendants represents that the Aggrieved Employees worked 35,500 PAGA Pay Periods. Plaintiff will provide Defendants within ten (10) days’ notice of their intent to file a Motion for Approval of the PAGA Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. If more than 3,550 (10%) PAGA Pay Periods are identified up to the date that Plaintiff seeks Court approval of the PAGA Settlement, the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional PAGA Pay

Periods worked by all Aggrieved Employees in excess of 39,050 with respect to the total number of PAGA Pay Periods worked by all of the Aggrieved Employees.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees not to exceed \$26,806.25 and costs up to \$6,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Enhancement Payment.** Defendants will not oppose Plaintiff's request for an enhancement payment of up to \$2,500, for serving as the representative Plaintiff in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount.

c. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$10,000 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** All claims for penalties as set forth in Paragraph I.14.

7. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorney to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the Settlement, as required by Labor Code sections 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. section 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

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

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within fourteen (14) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Defendants' counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address, or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining uncashed more than 180 days after issuance (collectively, "Uncashed Checks"), will be distributed to the LWDA which is consistent with the State of California's interests in implementing PAGA.

5. **Distribution of Payments.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payments and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Defendant pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in the State of California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Clara.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with

respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as provided herein and the class claims are not dismissed; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. section 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of an agreed mediator or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the Gross enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

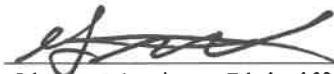
17. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

18. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

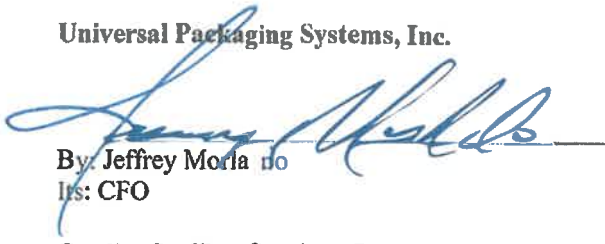
IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 4-22 2026


Gleysa Martinez, Plaintiff

Universal Packaging Systems, Inc.

Dated: 4/3, 2026

By: 
Its: CFO

Quality Staffing Services, Inc.

Dated: _____, 2026

By: _____
Its: _____

APPROVED AS TO FORM:

Dated:  2026

THE WHEELER LAW FIRM, APC


Scott E. Wheeler

Attorneys for Plaintiff

Dated: _____, 2026

GORDON & REES SCULLY MANSUKHANI,
LLP

By: _____
Eric R. Deitz

Attorneys for Defendant, Quality Staffing
Services, Inc.

Dated: April 3, 2026

LITTLER MENDELSON, P.C.

By: 
Karimah J. Lamar
Warsame Y. Hassan

Attorneys for Defendant, Universal Packaging
Systems, Inc.

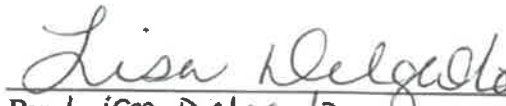
Universal Packaging Systems, Inc.

Dated: _____, 2026

By: Jeffrey Morlando
Its: CFO

Quality Staffing Services, Inc.

Dated: April 2, 2026


By: Lisa Delgado
Its: Owner

APPROVED AS TO FORM:

Dated: _____, 2026

THE WHEELER LAW FIRM, APC

By: _____
Scott E. Wheeler

Attorneys for Plaintiff

Dated: April 2, 2026

**GORDON & REES SCULLY MANSUKHANI,
LLP**

By: 
Eric R. Deitz

Attorneys for Defendant, Quality Staffing
Services, Inc.

Dated: _____, 2026

LITTLER MENDELSON, P.C.

By: _____
Karimah J. Lamar
Warsame Y. Hassan

Attorneys for Defendant, Universal Packaging
Systems, Inc.

EXHIBIT 2

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Gleysa Martinez (“Plaintiff”), acting in a private attorney general capacity, and Defendants Universal Packaging Systems, Inc. (“Universal Packaging”) and Quality Staffing Services, Inc. (“Quality Staffing”) (jointly referred to as “Defendants”) (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matters entitled: *Gleysa Martinez v. Universal Packaging Systems, Inc., et al.*, San Bernardino Superior Court, San Bernardino Justice Center, Case Number: CIVSB2408885, and as set forth in Plaintiff Martinez’s correspondence to the California Labor and Workforce Development Agency (“Martinez LWDA Letter”) dated January 10, 2024.

2. “Aggrieved Employees” consist of all non-exempt, hourly employees who worked for Defendant in the State of California, at any time from January 13, 2023, through December 31, 2025.

3. “Universal Packaging” means Defendant, Universal Packaging Systems, Inc.

4. “Quality Staffing” means Defendant, Quality Staffing Services, Inc.

4. “Settlement Administrator” means Phoenix Settlement Administrators..

5. “Complaint” means the operative complaint in the Action, which refers to the action filed on March 18, 2024.

6. “Court” means the Superior Court of California for the County of San Bernardino Superior Court.

7. “Effective Date” means the date the Court enters an Order granting Court approval to the settlement.

8. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Gross Settlement Amount” is the non-reversionary sum of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payments, and payment to the Settlement Administrator for administration costs.

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorney’s fees not to exceed \$24,076.25 up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$5,000.00; (c) Plaintiff’s enhancement payments up to \$2,500.006,000.00; and (d) administration costs up to \$10,000.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Period” means the time period from January 13, 2023, through December 31, 2025.

14. “PAGA Released Claims” mean Plaintiff, on behalf of the State of California and each PAGA Member will release the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter dated January 10, 2024, and/or the operative complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), relating to: (1) failure to provide meal periods, in violation of Labor Code Sections 226.7, 512, 558 and Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation of Labor Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and Wage Order No. 1-2001, §section 3; (4) failure to pay minimum wages to aggrieved employees in violation of California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4; (5) failure to timely pay aggrieved employees all wages due, in violation of California Labor Code section 204; (6) failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.* all PAGA claims that were pled in the Action, or which could have been pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

15. “Parties” means, collectively, Plaintiff and Defendants.

16. "Plaintiff's Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

II. RECITALS

1. Plaintiff performed work for Defendants as non-exempt employees in California during the PAGA Period and is therefore an Aggrieved Employee pursuant to the definition contained herein.

2. On January 10, 2024, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and her intent to file a civil lawsuit under the PAGA.

3. On March 18, 2024, Plaintiff filed an Action for civil penalties under the PAGA.

4. The Parties have engaged in efforts to resolve Plaintiff's PAGA claims by exchanging information informally. In connection with such efforts, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the claims prior to reaching a settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit, or an admission by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. Defendants specifically disclaim and deny any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary Gross Settlement Amount ("GSA") of \$125,000.00 (subject to the Escalator Provision below). From the GSA, Plaintiff will seek, and Defendants shall not oppose: (a) attorneys' fees of one-third of the GSA; (b) attorneys' litigation costs and expenses related to the Action of up to \$5,000.00; and (c) enhancement payment to Plaintiff in the amount of ~~\$6,000~~2,5000. After the amounts for attorneys' fees, costs, administration costs, and enhancement payment are deducted from the GSA, the remaining amount shall be known as the "Net Settlement Amount" or "NSA." Defendants shall deposit the full settlement amount of \$125,000.00 with the Settlement Administrator within thirty (30) calendar days of a Court order approving this settlement.

3. **Escalator Clause.** Defendants represents that the Aggrieved Employees worked 35,500 PAGA Pay Periods. Plaintiff will provide Defendants within ten (10) days' notice of their intent to file a Motion for Approval of the PAGA Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. If more than 3,550 (10%) PAGA Pay Periods are identified up to the date that Plaintiff seeks Court approval of the PAGA Settlement, the Gross Settlement

Amount will be increased on a pro rata basis according to the number of additional PAGA Pay Periods worked by all Aggrieved Employees in excess of 39,050 with respect to the total number of PAGA Pay Periods worked by all of the Aggrieved Employees.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees not to exceed \$26,806.25 in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$41,625) and costs up to \$6,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Enhancement Payment.** Defendants will not oppose Plaintiff's request for an enhancement payment of up to \$2,500,000.00, for serving as the representative Plaintiff in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount.

c. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$10,000 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** All claims for penalties as set forth in Paragraph I.14. Upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiff, on behalf of the State of California, will release the PAGA Released Claims against Defendants that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against Defendants.

7. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorney to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the Settlement, as required by Labor Code sections 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. section 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

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

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within fourteen (14) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Defendants' counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address

identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address, or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining uncashed more than 180 days after issuance (collectively, "Uncashed Checks"), will be distributed to the LWDA which is consistent with the State of California's interests in implementing PAGA.

5. **Distribution of Payments.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payments and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Defendant pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in the State of California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Clara.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as provided herein and the class claims are not dismissed; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. section 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of an agreed mediator or the Court to resolve such disagreement.

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believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

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13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the Gross enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be

fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

| Dated: _____, 202~~65~~

Gleysa Martinez, Plaintiff

Universal Packaging Systems, Inc.

| Dated: _____, 202~~65~~

By: Jeffrey Morlando
Its: CFO

Quality Staffing Services, Inc.

| Dated: _____, 202~~65~~

By:
Its:

APPROVED AS TO FORM:

| Dated: _____, 202~~65~~

THE WHEELER LAW FIRM, APC

By: _____
Scott E. Wheeler

Attorneys for Plaintiff

| Dated: _____, 202~~65~~

**GORDON & REES SCULLY MANSUKHANI,
LLP**

By: _____

Eric R. Deitz

Attorneys for Defendant, Quality Staffing
Services, Inc.

| Dated: _____, 202~~6~~⁵

LITTLER MENDELSON, P.C.

By: _____
Karimah J. Lamar
Warsame Y. Hassan

Attorneys for Defendant, Universal Packaging
Systems, Inc.

EXHIBIT 3



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

PORTAL MINUTE ORDER

Case Number: CIVSB2408885

Date: 10/14/2024

Case Title: **COMPLEX-CLASS ACTION Martinez
-v-
Universal Packaging Systems, Inc. et al**

Department S33 - SBJC

Date: 10/14/2024

Time: 8:30 AM

**Complex Case
Management Conference**

Judicial Officer: Stephanie Tanada
Judicial Assistant: Amie Arroyo
Court Reporter: Reporter Waived
Court Attendant: Marsha Betancourt

Appearances

Attorney Justin Wheeler present for Gleysa Martinez
Attorney Darin Webb appears by Zoom for Quality Staffing Services, Inc.
Attorney Raquel Rotman appears by Zoom for Universal Packaging Systems, Inc.

Proceedings

The Court and Counsel confer regarding status of matter and arbitration

-

Counsel for Defendant Universal Packing Systems informs the Court the parties are attempting to resolve the matter and if a resolution is not reached Defendant Universal intends to file a motion to compel arbitration

-

Counsel informs the Court discovery is ongoing

-

Counsel for Plaintiff informs the Court the parties are to meet and confer regarding mediation

-

The Court continues matter and advises Counsel if the motion is not filed the parties need to have significant movement of discovery by continued hearing date

Hearings

Further Case Management Conference set for 4/15/2025 at 8:30 AM in Department S33 - SBJC

Notice waived.

== Minute Order Complete ==

EXHIBIT 4

*Gleysa Martinez, on behalf of the State of California v. Universal Packing Systems, Inc.,
and Quality Staffing Services, Inc.*

This Notice relates to the settlement of a lawsuit filed by Plaintiff Gleysa Martinez (“Plaintiff”) and Defendants, Universal Packing Systems, Inc., and Quality Staffing Services, Inc. (“Defendants”) in San Bernadino County Superior Court, entitled *Martinez v. Universal Packing Systems, Inc.*, Case No. CIVSB2408885 (the “Action”). Plaintiff and Defendants have settled the Action as a representative action under California’s Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) on behalf of the State of California and all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time from January 13, 2023, through December 31, 2025 (the “PAGA Period”). A PAGA action is a lawsuit for civil penalties in which the State of California (the LWDA) receives 75% of any net settlement, and 25% of the net settlement is distributed amongst the employees.

The lawsuit alleges Defendants violated the California Labor Code and Wage Orders for failure to: (a) provide required meal periods, (b) provide required rest periods, (c) pay overtime compensation, (d) pay minimum wages, (e) timely pay wages, (f) pay all wages due to discharged and quitting employees (g) furnish accurate itemized wage statements, (h) maintain accurate time records, ; and(i) reimburse necessary business expenses.

The lawsuit seeks PAGA civil penalties for the alleged violations. Defendants deny these allegations or that any penalties are due and further contend that Defendants have complied with all applicable wage and hour laws governing Plaintiff and all other employees.

The Court has made no determination on the merits of Plaintiff’s claims, but the Parties have decided to resolve the case through settlement, with the approval of the Court.

A Judgment has been entered by the Court. You have released Defendants and their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, owners, partners, managers, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity related to Defendants that could be liable for any of the Released Claims during the PAGA Period. The Released Claims are defined as follows:

“PAGA Released Claims” mean Plaintiff, on behalf of the State of California and each PAGA Member will release the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter dated January 10, 2024, and/or the operative complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) relating to: (1) failure to provide meal periods, in violation of Labor Code sections 226.7, 512, 558 and Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation of Labor Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages to aggrieved employees in violation of California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001,

section 4; (5) failure to timely pay aggrieved employees all wages due, in violation of California Labor Code section 204; (6) failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*

You will not be deemed to have released any private rights of action and individual wage and hour claims for any alleged violations of the Labor Code or California Wage Orders by virtue of this Settlement (only the named Plaintiff has released private rights of action and individual wage and hour claims).

You have received this notice because Defendants' records indicate that you may be one of the employees affected by the allegations made by Plaintiff and were a non-exempt (hourly) employee of Defendants at any time between January 13, 2023, through December 31, 2025.

The Court has authorized a third-party settlement administrator to send you this Notice, and they have agreed to keep your contact information confidential.

The enclosed check represents your portion of the settlement payment, which is a pro-rata distribution based on the number of pay periods you worked during the applicable time period noted above. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the Parties, or the Court. The entirety of PAGA civil penalties paid to you is considered miscellaneous income and not subject to withholdings. The settlement administrator will provide an appropriate IRS Form 1099 to you.

If you have questions about this notice, please contact the Settlement Administrator, [[REDACTED]] at [administrator phone number], or contact Plaintiff's counsel below:

The Wheeler Law Firm, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste 216
Claremont, California 91711
Telephone: (909) 621-4988

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.

EXHIBIT 5

Gleysa Martinez, on behalf of the State of California v. Universal Packing Systems, Inc.,
and Quality Staffing Services, Inc.

This Notice relates to the settlement of a lawsuit filed by Plaintiff Gleysa Martinez (“Plaintiff”) and Defendants, Universal Packing Systems, Inc., and Quality Staffing Services, Inc. (“Defendants”) in San Bernadino County Superior Court, entitled *Martinez v. Universal Packing Systems, Inc.*, Case No. CIVSB2408885 (the “Action”). Plaintiff and Defendants have settled the Action as a representative action under California’s Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) on behalf of the State of California and all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time from January 13, 2023, through December 31, 2025 (the “PAGA Period”). A PAGA action is a lawsuit for civil penalties in which the State of California (the LWDA) receives 75% of any net settlement, and 25% of the net settlement is distributed amongst the employees.

The lawsuit alleges Defendants violated the California Labor Code and Wage Orders for failure to: (a) provide required meal periods, (b) provide required rest periods, (c) pay overtime compensation, (db) pay minimum wages, (e) provide meal periods or pay meal premiums, (d) provide rest periods or pay rest premiums, (e) timely pay wages, (f) pay all wages due to discharged and quitting employees provide accurate and complete wage statements, (gf) furnish accurate itemized wage statements, maintain accurate payroll records, (hg) maintain accurate time records, (h) timely pay all wages during employment, (i) timely pay wages upon termination, (j) provide employees with written notice of information material to their employment, (k) provide Notice of COVID-19 exposure, (l) provide suitable seating, (m) maintain reasonable temperatures in the workplace,; and (in) reimburse necessary business expenses, and (o) provide all documents signed or obtained during employment.

The lawsuit seeks PAGA civil penalties for the alleged violations. Defendants deny these allegations or that any penalties are due and further contend that Defendants have complied with all applicable wage and hour laws governing Plaintiff and all other employees.

The Court has made no determination on the merits of Plaintiff’s claims, but the Parties have decided to resolve the case through settlement, with the approval of the Court.

A Judgment has been entered by the Court. You have released Defendants and their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, owners, partners, managers, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity related to Defendants that could be liable for any of the Released Claims during the PAGA Period. The Released Claims are defined as follows:

“PAGA Released Claims” “PAGA Released Claims” mean Plaintiff, on behalf of the State of California and each PAGA Member will release the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter dated January 10, 2024, and/or the operative complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) relating to: (1) failure to provide meal periods, in violation of Labor Code sections 226.7, 512, 558 and Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation

of Labor Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages to aggrieved employees in violation of California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4; (5) failure to timely pay aggrieved employees all wages due, in violation of California Labor Code section 204; (6) failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*

~~mean all PAGA claims that were pled in the Action, or which could have been pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.~~

You will not be deemed to have released any private rights of action and individual wage and hour claims for any alleged violations of the Labor Code or California Wage Orders by virtue of this Settlement (only the named Plaintiff has released private rights of action and individual wage and hour claims).

You have received this notice because Defendants' records indicate that you may be one of the employees affected by the allegations made by Plaintiff and were a non-exempt (hourly) employee of Defendants at any time between January 13, 2023, through December 31, 2025.

The Court has authorized a third-party settlement administrator to send you this Notice, and they have agreed to keep your contact information confidential.

The enclosed check represents your portion of the settlement payment, which is a pro-rata distribution based on the number of pay periods you worked during the applicable time period noted above. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the Parties, or the Court. The

entirety of PAGA civil penalties paid to you is considered miscellaneous income and not subject to withholdings. The settlement administrator will provide an appropriate IRS Form 1099 to you.

If you have questions about this notice, please contact the Settlement Administrator, [[REDACTED]] at [REDACTED], or contact Plaintiff's counsel below:

The Wheeler Law Firm, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste 216
Claremont, California 91711
Telephone: (909) 621-4988

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.

EXHIBIT 6

1 **THE WHEELER LAW FIRM, APC**

Scott Ernest Wheeler (SBN 187998)

2 Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

3 Claremont, California 91711

Telephone: (909) 621-4988

4 Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

5 jaw@scottwheelerlawoffice.com

6 *Attorneys for Plaintiff and on the behalf of the*
7 *aggrieved employees*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 **SAN BERNARDINO JUSTICE CENTER**

13 GLEYSA MARTINEZ, individually, and on
14 behalf of the aggrieved employees,

15 Plaintiff,

16 v.

17 UNIVERSAL PACKAGING SYSTEMS,
18 INC, a California corporation, QUALITY
19 STAFFING SERVICES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

20 Defendants.

CASE NO.: CIVSB2408885

[Assigned for all purposes to the Honorable
Stephanie Tanada, S-33]

**[PROPOSED AMENDED] ORDER AND
JUDGMENT GRANTING APPROVAL OF
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
("PAGA")**

1 **[PROPOSED AMENDED] FINAL ORDER AND JUDGMENT**

2 Plaintiff Gleysa Martinez’s unopposed Motion for Approval of the Private Attorneys General
3 (“PAGA”) Settlement came on for hearing on April 29, 2026, at 8:30 a.m. before the Honorable
4 Stephanie Tanada, Dept. S-33, of the above-entitled Court. The Court has considered the proposed
5 PAGA Settlement Agreement, and all evidence filed in support thereof. This Order and Judgment
6 incorporates the following defined terms.

7 **DEFINED TERMS**

8 1. “Operative Complaint” means Plaintiff’s First Amended Complaint For Violation Of
9 The California Labor Code Private Attorneys General Act Of 2004 (“PAGA”) filed by Plaintiff in
10 this action (the “Action”) on March 17, 2026.

11 2. “LWDA Notice” means the January 10, 2024, notice to the Labor and Workforce
12 Development Agency (LWDA) submitted on behalf of Plaintiff, Gleysa Martinez, notifying the
13 LWDA of alleged California Labor Code violations by Defendants, Universal Packaging Systems,
Inc., and Quality Staffing Services, Inc.

14 3. “PAGA Employees” means all non-exempt employees who performed work for
15 Defendant any time from January 13, 2023, through December 31, 2025.

16 4. “PAGA Representative Claims” means, Plaintiff, on behalf of the State of California
17 and each PAGA Member will release the Released Parties from all claims for civil penalties under
18 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal
19 law against the Released Parties that were alleged in the Action and that reasonably could have been
20 alleged in the Action based on the allegations contained in the LWDA Letter dated January 10, 2024,
21 and/or the operative complaint and any amendments thereto, including, without limitation, all claims
22 for civil penalties under PAGA (Labor Code § 2698 *et seq.*) relating to: (1) failure to provide meal
23 periods, in violation of Labor Code sections 226.7, 512, 558 and Wage Order No. 1-2001, section
24 11; (2) failure to provide rest periods, in violation of Labor Code sections 226.7, 512, and Wage
25 Order No. 1-2001, section 12, and the California Unfair Competition Law, California Business and
26 Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved employees overtime wages, in
27 violation of California Labor Code sections 510, 1194, 1198, and Wage Order No. 1-2001, section 3;
28 (4) failure to pay minimum wages to aggrieved employees in violation of California Labor Code
sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4; (5) failure to timely

1 pay aggrieved employees all wages due, in violation of California Labor Code section 204; (6) failure
2 to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor
3 Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and
4 IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to
5 aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-
6 2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor
7 Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage
8 Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level
9 of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify
10 aggrieved employees for employment expenditures, and/or losses, in violation of California Labor
11 Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations
12 that were alleged in the operative Complaint, or that could have been alleged in the operative
13 Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which
14 includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194,
15 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12,
16 14, 15, and the California Unfair Competition Law, California Business and Professions Code
sections 17200 *et seq.*“

17 5. “PAGA Settlement” or “Settlement” means the settlement of the Action as
18 memorialized in the Amended PAGA Settlement Agreement which is attached hereto as Exhibit 1.

19 6. “PAGA Release Period” means January 13, 2023, through December 31, 2025.

20 **TERMS OF THE ORDER AND JUDGMENT**

21 The Court has determined that the Settlement provides genuine and meaningful relief that
22 benefits the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. Unless otherwise provided herein, all capitalized terms used herein shall have the same
24 meaning as defined in the Amended PAGA Settlement Agreement (“Settlement Agreement”). The
25 Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over
26 all parties to the action.

27 2. The Court finds that the Settlement has been reached as a result of serious and non-
28 collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the procedural

1 history of this case, the amounts to be paid under the Settlement, the involvement of an experienced
2 private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face,
3 the civil penalties recoverable if Plaintiff was to prevail at trial on her theories of liability under his
4 PAGA claim, the allocation of settlement proceeds among the PAGA Employees, the interests of the
5 State of California and LWDA, and the fact that a settlement represents a compromise of the Parties'
6 respective positions rather than the result of a finding of liability at trial.

7 3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute,
8 was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the
9 Settlement provides genuine and meaningful relief that benefits the public consistent with the purpose
10 of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

11 4. The Court therefore approves the Settlement as set forth in the Settlement Agreement
12 and directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement
13 Agreement.

14 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
15 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
16 alleged in the Action or otherwise, nor is this Order a finding of the validity of any claims in the Action,
17 or of any wrongdoing by the Defendant, or any of the other Released Parties.

18 6. The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the
19 PAGA Employees, and the LWDA for purposes of entering into and implementing the Settlement.

20 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
21 ("GSA") of \$125,000 total to be distributed as set forth herein and in the Settlement Agreement, is in
22 all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code §
23 2699(1)(2).

24 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of \$10,000,
25 which are necessary to administer the Settlement, are hereby granted and shall be paid to Phoenix
26 Settlement Administrators, the designated third-party Settlement Administrator.

27 9. Pursuant to the terms of the Settlement Agreement, the requested attorneys' fees in the
28 amount of \$26,806.25 are reasonable under the common fund method and the lodestar method. The
GSA of a total of \$125,000 represents a true and common fund, as Defendants must pay the full GSA
and no amount of the GSA will return to Defendants under any circumstances. It is recognized that

1 attorneys who recover a common fund are entitled to a reasonable fee award from the fund.

2 10. The Court also finds that the requested attorneys' fees are reasonable under the lodestar
3 method, or as a crosscheck on the percentage fee. Plaintiff's counsel's lodestar exceeds the attorneys'
4 fees amount of \$26,806.25. In fact, the fee award amounts to an implied negative multiplier on
5 Plaintiff's counsel's lodestar.

6 11. The Court further finds that Plaintiff's counsel's The Wheeler Law Firm requested
7 litigation costs of \$1,869.73 are reasonable and were necessary to prosecute the action.

8 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which authorizes
9 an award of attorneys' fees and costs, the requested attorneys' fees in the amount of \$26,806.25 to The
10 Wheeler Law Firm, APC, and litigation costs in the amount of \$1,869.73 to The Wheeler Law Firm,
11 APC, are hereby granted and shall be paid pursuant to the terms of the Settlement Agreement.

12 13. Pursuant to the terms of the Settlement Agreement, service award to Plaintiff Gleysa
13 Martinez in the amount of \$2,500, in recognition of their efforts in prosecuting this action for the benefit
14 of the State of California and PAGA Employees, is hereby granted and shall be paid to Plaintiff.

15 14. Pursuant to the terms of the Settlement Agreement, service award to Plaintiff Gleysa
16 Martinez in the amount of \$2,500, in exchange for her individual release pursuant to Civil Code Section
17 1524, is hereby granted and shall be paid to Plaintiff.

18 15. After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the
19 Service Awards from the GSA, the remainder of \$83,824.02, consistent with California Labor Code §
20 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to
21 PAGA Employees. Accordingly, \$62,868.01 shall be paid to the LWDA, and \$20,956.01 shall be paid
22 to PAGA Employees. The payments to the PAGA Employees will be paid proportionally based on the
23 number of pay periods that each individual employee worked for Defendants during the PAGA Release
24 Period. PAGA Employees shall receive a Notice which provides information regarding the Settlement
25 and their award in English and Spanish in the form attached hereto as Exhibit 2.

26 16. As of the Effective Date, Plaintiff, as the representative for the State of California, will
27 forever completely release and discharge the Released Parties from any claim for the recovery of civil
28 penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.*
only. It is expressly understood and agreed that this settlement includes a release of all PAGA
Representative Claims based on violations of California Labor Code, including, without limitation,

1 for:(1) failure to provide meal periods, in violation of Labor Code sections 226.7, 512, 558 and Wage
2 Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation of Labor Code sections
3 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair Competition Law,
4 California Business and Professions Code sections 17200 *et seq.*; (3) failure to pay aggrieved
5 employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and Wage
6 Order No. 1-2001, section 3; (4) failure to pay minimum wages to aggrieved employees in violation of
7 California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section
8 4; (5) failure to timely pay aggrieved employees all wages due, in violation of California Labor Code
9 section 204; (6) failure to pay discharged or quitting aggrieved employees all wages due, in violation
10 of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of
11 section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized
12 wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC
13 Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation
14 of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC
15 Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a
16 level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to
17 indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California
18 Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon
19 violations that were alleged in the operative Complaint, or that could have been alleged in the operative
20 Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which
21 includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194,
22 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12,
23 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections
24 17200 *et seq.*

25 17. In accordance with California law as stated in *inter alia* *Arias v. Superior Court* (2009)
26 46 Cal.4th 969, 985, a judgment in “a representative action brought by an aggrieved employee under
27 the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee
28 plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding.”
Thus, both the named employee plaintiff and nonparty aggrieved employees (i.e. all PAGA Employees)
are bound by this Order and Judgment. *Id.* at 986. However, the Parties Settlement Agreement shall

1 not impact any PAGA Employee's ability to assert Labor Code claims other than the PAGA claims
2 (i.e., a claim brought under California Labor Code § 2698, *et. seq.*) unless such claim is subject to res
3 judicata, issue preclusion, or claim estoppel.

4 18. Neither this Order nor the Settlement Agreement (nor any other document referred to
5 herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an
6 admission or concession by or against Defendants or the Released Parties of the validity of any claim
7 or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement
8 Agreement, and any negotiations or proceedings related to it, shall not be considered as, or deemed
9 evidence of, an admission or concession as to Defendants' denials or defenses and shall not be offered
10 or received in evidence in any action or proceeding against any party hereto in any court, administrative
11 agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce
12 the provisions of this Order and the Settlement Agreement; provided, however, that this Order and the
13 Settlement Agreement may be filed in any action against or by Defendants or the Released Parties to
14 support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment
15 bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
16 defense or counterclaim.

16 19. Judgment in this matter is entered in accordance with the terms of the Settlement
17 Agreement, and Approval Order. This judgment is intended to be a final disposition of the above
18 captioned action in its entirety and is intended to be immediately appealable.

18 20. All envelopes transmitting settlement distribution to Aggrieved Employees shall bear
19 the notation, **"YOUR PAGA SETTLEMENT CHECK IS ENCLOSED."**

20 21. As set forth in the Settlement Agreement, all settlement checks shall be negotiable for
21 one hundred and eighty (180) days from the date of mailing.

22 22. Phoenix Settlement Administrators shall mail a reminder postcard to any Aggrieved
23 Employee whose settlement distribution check has not been negotiated within sixty (60) days after
24 the date of mailing.

25 23. If any Aggrieved Employee who is a current employee of Defendants and the
26 distribution mailed to that Aggrieved Employee is returned to Phoenix Settlement Administrators as
27 being undeliverable, and Phoenix Settlement Administrators is unable to locate a valid mailing
28 address, Phoenix Settlement Administrators shall arrange with Defendants to have distribution

1 delivered to any currently employed Aggrieved Employee at their place of employment.

2 24. If a settlement check is not cashed, deposited, or otherwise negotiated within the one
3 hundred and eighty (180) day deadline by an Aggrieved Employee, the check will be voided, and the
4 funds associated with any such voided checks shall be distributed to the LWDA to further the
5 interests of the LWDA and State of California.

6 25. Upon the Effective Date, Plaintiff and the State of California, shall have, by operation
7 of this Order and Judgment, fully, finally, and forever released, relinquished, and discharged
8 Defendants from all Released Claims as defined by the terms of the Settlement Agreement.

9 26. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
11 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but
12 not limited to all matters related to the Settlement and the determination of all controversies relating
thereto.

13 27. Counsel for Plaintiff shall file a Notice of Entry of Order and Judgment Granting
14 Approval of the Settlement pursuant to PAGA and provide the same to Phoenix Settlement
15 Administrators who shall post the Order and Judgment on its website within seven (7) calendar days
16 after entry of the Order and Judgment. Phoenix Settlement Administrators shall post a copy of this
17 signed judgment for one hundred and eighty (180) calendar days on its website in compliance with
18 Rule 3.771(b) of the California Rules of Court in order to provide notice to the Aggrieved Employees
19 this Order and Judgment. Phoenix Settlement Administrators shall also provide a mailed copy of the
Notice of Entry of Order and Judgment to the Aggrieved Employees.

20 28. A Final Report Hearing regarding compliance with the terms of the Settlement is set
21 for _____, at 8:30 a.m. in Department S-33. A report from Phoenix Settlement
22 Administrators regarding distribution of the Settlement funds shall be filed five (5) Court days in
23 advance of the Final Report Hearing. The report from Phoenix Settlement Administrators shall be in
24 the form of a Declaration from the Settlement Administrator, by a declarant with personal knowledge
25 of the facts, and describes: (i) the date the checks were mailed, (ii) the total number of checks mailed
26 to Aggrieved Employees, (iii) the average amount of those checks, (iv) the number of checks that
27 remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the
28 uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

29. Plaintiff's Motion for Approval of the Settlement Pursuant to the Private Attorneys General Act ("PAGA") is hereby granted and the Court directs that a judgment shall be entered in accordance with the terms of this Order.

30. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

31. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment.

IT IS SO ORDERED.

DATED: _____

HONORABLE STEPHANIE TANADA
JUDGE OF THE SUPERIOR COURT

EXHIBIT 7

1 **THE WHEELER LAW FIRM, APC**

Scott Ernest Wheeler (SBN 187998)

2 Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

3 Claremont, California 91711

Telephone: (909) 621-4988

4 Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

5 jaw@scottwheelerlawoffice.com

6 *Attorneys for Plaintiff and on the behalf of the*
7 *aggrieved employees*

8
9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 **SAN BERNARDINO JUSTICE CENTER**

13 GLEYSA MARTINEZ, individually, and on
14 behalf of the aggrieved employees,

15 Plaintiff,

16 v.

17 UNIVERSAL PACKAGING SYSTEMS,
18 INC, a California corporation, QUALITY
19 STAFFING SERVICES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

20 Defendants.

CASE NO.: CIVSB2408885

[Assigned for all purposes to the Honorable
Stephanie Tanada, S-33]

**[PROPOSED AMENDED] ORDER AND
JUDGMENT GRANTING APPROVAL OF
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
("PAGA")**

1 **[PROPOSED AMENDED] FINAL ORDER AND JUDGMENT**

2 Plaintiff Gleysa Martinez's unopposed Motion for Approval of the Private Attorneys General
3 ("PAGA") Settlement came on for hearing on ~~April 29, 2026~~February 10, 2026, at 8:30 a.m. before the
4 Honorable Stephanie Tanada, Dept. S-33, of the above-entitled Court. The Court has considered the
5 proposed PAGA Settlement Agreement, and all evidence filed in support thereof. This Order and
6 Judgment incorporates the following defined terms.

7 **DEFINED TERMS**

8 1. "Operative Complaint" means Plaintiff's First Amended Complaint
9 For Violation Of The California Labor Code Private Attorneys General Act Of 2004 ("PAGA")
10 Complaint filed by Plaintiff in this action (the "Action") on March 17~~8~~, 2026~~4~~.

11 2. "LWDA Notices" means the January 10, 2024, notice to the Labor and Workforce
12 Development Agency (LWDA) submitted on behalf of Plaintiff, Gleysa Martinez, notifying the
13 LWDA of alleged California Labor Code violations by Defendants, Universal Packaging Systems,
14 Inc., and Quality Staffing Services, Inc.

15 3. "PAGA Employees" means all non-exempt employees who performed work for
16 Defendant any time from January 13, 2023, through December 31, 2025.

17 4. "PAGA Representative Claims" means, Plaintiff, on behalf of the State of California and
18 each PAGA Member will release the Released Parties from all claims for civil penalties under the California
19 Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the
20 Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action
21 based on the allegations contained in the LWDA Letter dated January 10, 2024, and/or the operative
22 complaint and any amendments thereto, including, without limitation, all claims for civil penalties under
23 PAGA (Labor Code § 2698 et seq.) relating to: (1) failure to provide meal periods, in violation of Labor Code
24 sections 226.7, 512, 558 and Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in
25 violation of Labor Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California
26 Unfair Competition Law, California Business and Professions Code sections 17200 et seq.; (3) failure to pay
27 aggrieved employees overtime wages, in violation of California Labor Code sections 510, 1194, 1198, and
28 Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages to aggrieved employees in violation of
California Labor Code sections 200, 203, 226, 1194, 1197, and IWC Wage Order No. 1-2001, section 4; (5)
failure to timely pay aggrieved employees all wages due, in violation of California Labor Code section 204;

(6) failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code sections 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15; (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code section 2802; and (13) failure to comply with Labor Code section 432, based upon violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 202, 203, 204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*“

~~all claims for penalties only, that Plaintiff on behalf of the State of California, hereby does and shall be deemed to have fully and finally released and discharged the Released Parties from all PAGA Released Claims for statutory penalties that could have been sought during the time period of January 13, 2023, through December 31, 2025, arising out of the PAGA claims asserted in the operative Complaint and January 10, 2024 LWDA PAGA letter. Plaintiff does not release any other Aggrieved Employees claim for wages or damages.~~

5. “PAGA Settlement” or “Settlement” means the settlement of the Action as memorialized in the Settlement Agreement Amended PAGA Settlement Agreement which is attached hereto as Exhibit 1.

6. “PAGA Release Period” means January 13, 2023, through December 31, 2025.

TERMS OF THE ORDER AND JUDGMENT

The Court has determined that the Settlement provides genuine and meaningful relief that benefits the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Unless otherwise provided herein, all capitalized terms used herein shall have the same

1 meaning as defined in the Amended PAGA Settlement Agreement Stipulation for Settlement and
2 Release Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Settlement
3 Agreement”). The Court has jurisdiction over the subject matter of this lawsuit and all matters relating
4 thereto, and over all parties to the action.

5 2. The Court finds that the Settlement has been reached as a result of serious and non-
6 collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the procedural
7 history of this case, the amounts to be paid under the Settlement, the involvement of an experienced
8 private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face,
9 the civil penalties recoverable if Plaintiff was to prevail at trial on her theories of liability under his
10 PAGA claim, the allocation of settlement proceeds among the PAGA Employees, the interests of the
11 State of California and LWDA, and the fact that a settlement represents a compromise of the Parties’
12 respective positions rather than the result of a finding of liability at trial.

13 3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute,
14 was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the
15 Settlement provides genuine and meaningful relief that benefits the public consistent with the purpose
16 of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

17 4. The Court therefore approves the Settlement as set forth in the Settlement Agreement
18 and directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement
19 Agreement.

20 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
21 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
22 alleged in the Action or otherwise, nor is this Order a finding of the validity of any claims in the Action,
23 or of any wrongdoing by the Defendant, or any of the other Released Parties.

24 6. The Court finds that Plaintiff’s Counsel has adequately represented the Plaintiff, the
25 PAGA Employees, and the LWDA for purposes of entering into and implementing the Settlement.

26 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
27 (“GSA”) of \$125,000 total to be distributed as set forth herein and in the Settlement Agreement, is in
28 all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code §
2699(1)(2).

1 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of \$10,000,
2 which are necessary to administer the Settlement, are hereby granted and shall be paid to Phoenix
3 Settlement Administrators, the designated third-party Settlement Administrator.

4 9. Pursuant to the terms of the Settlement Agreement, the requested attorneys' fees in the
5 amount of \$~~41,625~~26,806.25 are reasonable under the common fund method and the lodestar method.
6 The GSA of a total of \$125,000 represents a true and common fund, as Defendants must pay the full
7 GSA and no amount of the GSA will return to Defendants under any circumstances. It is recognized
8 that attorneys who recover a common fund are entitled to a reasonable fee award from the fund.

9 10. The Court also finds that the requested attorneys' fees are reasonable under the lodestar
10 method, or as a crosscheck on the percentage fee. Plaintiff's counsel's lodestar exceeds the attorneys'
11 fees amount of \$~~26,806.25~~41,625. In fact, the fee award amounts to an implied negative multiplier on
12 Plaintiff's counsel's lodestar.

13 11. The Court further finds that Plaintiff's counsel's The Wheeler Law Firm requested
14 litigation costs of \$1,869.73 are reasonable and were necessary to prosecute the action.

15 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which authorizes
16 an award of attorneys' fees and costs, the requested attorneys' fees in the amount of \$~~26,806.25~~41,625
17 to The Wheeler Law Firm, APC, and litigation costs in the amount of \$1,869.73 to The Wheeler Law
18 Firm, APC, are hereby granted and shall be paid pursuant to the terms of the Settlement Agreement.

19 13. Pursuant to the terms of the Settlement Agreement, service award to Plaintiff Gleysa
20 Martinez in the amount of \$~~2,500~~6,000, in recognition of their efforts in prosecuting this action for the
21 benefit of the State of California and PAGA Employees, is hereby granted and shall be paid to Plaintiff.

22 14. Pursuant to the terms of the Settlement Agreement, service award to Plaintiff Gleysa
23 Martinez in the amount of \$~~2,500~~6,000, in exchange for her individual release pursuant to Civil Code
24 Section 1524, is hereby granted and shall be paid to Plaintiff.

25 15. After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the
26 Service Awards from the GSA, the remainder of \$~~83,824.02~~66,505.27, consistent with California
27 Labor Code § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five
28 percent (25%) to PAGA Employees. Accordingly, \$~~62,868.01~~49,878.95 shall be paid to the LWDA,
and \$~~20,956.01~~16,626.32 shall be paid to PAGA Employees. The payments to the PAGA Employees
will be paid proportionally based on the number of pay periods that each individual employee worked

1 for Defendants during the PAGA Release Period. PAGA Employees shall receive a Notice which
2 provides information regarding the Settlement and their award in English and Spanish in the form
3 attached hereto as Exhibit 2.

4 16. As of the Effective Date, Plaintiff, as the representative for the State of California, will
5 forever completely release and discharge the Released Parties from any claim for the recovery of civil
6 penaltiews under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.*
7 only. It is expressly understood and agreed that this settlement includes a release of all PAGA
8 Representative Claims based on violations of California Labor Code, including, without limitation, for:
9 (1) failure to provide meal periods, in violation of Labor Code sections 226.7, 512, 558 and
10 Wage Order No. 1-2001, section 11; (2) failure to provide rest periods, in violation of Labor
11 Code sections 226.7, 512, and Wage Order No. 1-2001, section 12, and the California Unfair
12 Competition Law, California Business and Professions Code sections 17200 *et seq.*; (3) failure
13 to pay aggrieved employees overtime wages, in violation of California Labor Code sections
14 510, 1194, 1198, and Wage Order No. 1-2001, section 3; (4) failure to pay minimum wages to
15 aggrieved employees in violation of California Labor Code sections 200, 203, 226, 1194, 1197,
16 and IWC Wage Order No. 1-2001, section 4; (5) failure to timely pay aggrieved employees all
17 wages due, in violation of California Labor Code section 204; (6) failure to pay discharged or
18 quitting aggrieved employees all wages due, in violation of California Labor Code sections
19 201, 202 and 203; (7) failure to maintain records, in violation of section 226, 1174, and IWC
20 Wage Order 1-2001, section 4; (8) failure to provide accurate itemized wage statements to
21 aggrieved employees, in violation of California Labor Code section 226 and IWC Wage Order
22 1-2001, section 7; (9) failure to provide proper notice of COVID-19 exposure in violation of
23 Labor Code sections 6409.6 and 6432; (10) failure to provide suitable seating, in violation of
24 IWC Wage Order No. 1-2001, section 14; (11) failure to maintain temperature in the interior
25 work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, section 15;
26 (12) failure to indemnify aggrieved employees for employment expenditures, and/or losses, in
27 violation of California Labor Code section 2802; and (13) failure to comply with Labor Code
28 section 432, based upon violations that were alleged in the operative Complaint, or that could
have been alleged in the operative Complaint based on the facts alleged in the operative
Complaint and LWDA PAGA Notice, which includes Labor Code sections 201, 202, 202, 203,

204, 226, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 2698, 2699 *et seq.*, 2802, 6409.6, 6432, IWC Wage Order No. 1-2001, sections 3, 4, 7, 11, 12, 14, 15, and the California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.* 1) failure to provide meal periods; 2) failure to provide rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wages; 5) failure to timely pay wages during employment; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to furnish accurate itemized wage statements; 8) failure to maintain required records; 9) failure to reimburse for necessary expenditures incurred in the discharge of duties; and 10) failure to furnish or provide all documents signed, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the LWDA Letter Plaintiff sent to the LWDA and subsequent complaint. This release shall include, but is not limited to, a release for PAGA claims under California Labor Code Sections 200-203, 204, 210, 225.5, 226, 226.3, 226.7, 354, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 1775, 2802, 2699, and IWC Wage Order 1-2001, sections 3, 4, 6, 10, 11, 12, and corresponding sections of IWC Wage Order Nos. 6-2001, 16-2001 and any other Wage Orders that are or may be applicable.

17. In accordance with California law as stated in *inter alia* *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in “a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding.” Thus, both the named employee plaintiff and nonparty aggrieved employees (i.e. all PAGA Employees) are bound by this Order and Judgment. *Id.* at 986. However, the Parties Settlement Agreement shall not impact any PAGA Employee’s ability to assert Labor Code claims other than the PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*) unless such claim is subject to res judicata, issue preclusion, or claim estoppel.

18. Neither this Order nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an admission or concession by or against Defendants or the Released Parties of the validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an admission or concession as to Defendants’ denials or defenses and shall not be offered

or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

19. Judgment in this matter is entered in accordance with the terms of the Settlement Agreement, and Approval Order. This judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

20. All envelopes transmitting settlement distribution to Aggrieved Employees shall bear the notation, **"YOUR PAGA SETTLEMENT CHECK IS ENCLOSED."**

21. As set forth in the Settlement Agreement, all settlement checks shall be negotiable for one hundred and eighty (180) days from the date of mailing.

22. Phoenix Settlement Administrators shall mail a reminder postcard to any Aggrieved Employee whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

23. If any Aggrieved Employee who is a current employee of Defendants and the distribution mailed to that Aggrieved Employee is returned to Phoenix Settlement Administrators as being undeliverable, and Phoenix Settlement Administrators is unable to locate a valid mailing address, Phoenix Settlement Administrators shall arrange with Defendants to have distribution delivered to any currently employed Aggrieved Employee at their place of employment.

24. If a settlement check is not cashed, deposited, or otherwise negotiated within the one hundred and eighty (180) day deadline by an Aggrieved Employee, the check will be voided, and the funds associated with any such voided checks shall be distributed to the LWDA to further the interests of the LWDA and State of California.

25. Upon the Effective Date, Plaintiff and the State of California, shall have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants from all Released Claims as defined by the terms of the Settlement Agreement.

26. This Court shall retain jurisdiction with respect to all matters related to the

1 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
2 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but
3 not limited to all matters related to the Settlement and the determination of all controversies relating
4 thereto.

5 27. Counsel for Plaintiff shall file a Notice of Entry of Order and Judgment Granting
6 Approval of the Settlement pursuant to PAGA and provide the same to Phoenix Settlement
7 Administrators who shall post the Order and Judgment on its website within seven (7) calendar days
8 after entry of the Order and Judgment. Phoenix Settlement Administrators shall post a copy of this
9 signed judgment for one hundred and eighty (180) calendar days on its website in compliance with
10 Rule 3.771(b) of the California Rules of Court in order to provide notice to the Aggrieved Employees
11 this Order and Judgment. Phoenix Settlement Administrators shall also provide a mailed copy of the
12 Notice of Entry of Order and Judgment to the Aggrieved Employees.

13 28. A Final Report ~~(Nonappearance)~~ Hearing regarding compliance with the terms of the
14 Settlement is set for January 11, 2027, at 8:30 a.m. in Department S-33. A
15 report from Phoenix Settlement Administrators regarding distribution of the Settlement funds shall be
16 filed five (5) Court days in advance of the Final Report Hearing. The report from Phoenix Settlement
17 Administrators shall be in the form of a Declaration from the Settlement Administrator, by a
18 declarant with personal knowledge of the facts, and describes: (i) the date the checks were mailed, (ii)
19 the total number of checks mailed to Aggrieved Employees, (iii) the average amount of those checks,
20 (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the
21 average amount of the uncashed checks, and (vii) the nature and date of the disposition of those
22 unclaimed funds.

23 29. Plaintiff's Motion for Approval of the Settlement Pursuant to the Private Attorneys
24 General Act ("PAGA") is hereby granted and the Court directs that a judgment shall be entered in
25 accordance with the terms of this Order.

26 30. This document shall constitute a Judgment for purposes of California Rule of Court
27 3.769(h).

28 31. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
purposes of supervising the implementation, enforcement, construction, administration, and

—##

1 ##

2 interpretation of the Settlement Agreement and this Order and Judgment.

3 **IT IS SO ORDERED.**

4
5 DATED: _____

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7 _____
8 HONORABLE STEPHANIE TANADA
9 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 8

Scott Wheeler

From: no-reply@formassembly.com
Sent: Friday, April 3, 2026 10:49 AM
To: sew@scottwheelerlawoffice.com
Subject: Thank you for your Proposed Settlement Submission

04/03/2026 10:49:18 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/03/2026 10:49:18 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1004450-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm