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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

BRYAN HEREDIA, as an individual and on
behalf of all other similarly situated Class
Members,

Plaintiff,

v.

REMEDI8, LLC, a Kansas Limited
Liability Company; BARRIER
COMPLIANCE SERVICES LLC, a
Kansas Limited Liability Company; and
DOES 1-100, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 06 2026

D. Board **DB**

Case No.: CVRI2403132

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS, AND JUDGMENT

Date: April 15, 2026
Time: 8:30 a.m.
Dept.: 1

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1 The Court, having read the papers filed with regard to Plaintiff's Motion For Final
2 Approval Of The Parties' Class Action and PAGA Settlement Agreement and Request For
3 Attorney's Fees and Costs, and having heard argument on the motions, hereby finds and
4 ORDERS as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Class Action and PAGA Settlement (the "Settlement Agreement"), attached as
8 Exhibit 1 to the Declaration of Nikki Trenner, filed on or about September 5, 2025, and the
9 Amendment thereto (Exhibit 1 to the Supplemental Declaration of Nikki Trenner filed December
10 5, 2025) is the product of arms-length negotiations between the parties and the terms of the
11 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
12 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
13 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
14 duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its
16 December 12, 2025 Order Granting Preliminary Approval, hereby is certified under California
17 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class
18 includes all current and former non-exempt employees who worked for Defendants Remedi8,
19 LLC and Barrier Compliance Services LLC (collectively, "Defendants") either directly or via a
20 staffing agency in California during the Class Period of June 7, 2020 through April 14, 2025.

21 4. The Court adjudges that all Participating Class Members, on behalf of themselves
22 and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release the Released Parties from all claims that were alleged, or
24 reasonably could have been alleged, based on the Class Period facts stated in the Operative
25 Complaint of the Class Action including, e.g., claims for: (1) Recovery of Unpaid Minimum
26 Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure Provide
27 Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or
28 Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6)

1 Failure to Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse
2 Business Expenses; and (8) Unfair Competition in Violation of Business and Professions Code §
3 17200, *et seq.*, and those claims predicated on the same facts and/or claims alleged in the
4 Lawsuits as well as any claims that could have been pled which arise from the same facts
5 concerning the Plaintiff or the putative class, and claims for interest, penalties (including but not
6 limited to wage statement and waiting time penalties), as well as any claims under the California
7 Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor
8 Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.7, 510, 512, 1194,
9 1194.2, 1197, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title
10 8, section 11000 *et seq.*; or which could have been alleged under the same facts, allegations
11 and/or claims pleaded in the Lawsuits. Except for the PAGA Released Claims, Participating Class
12 Members do not release any other claims, including claims for vested benefits, wrongful
13 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers' compensation, or claims based on facts occurring outside the
15 Class Period ("Class Released Claims"). Class Released Claims include any claims for injunctive
16 relief, declaratory relief, restitution, and all other claims under California common law, the
17 federal law, and the California Business and Professions Code alleged or which could have been
18 alleged under the facts, allegations and/or claims pleaded in the Operative Complaint filed in the
19 Class Action.

20 5. The Court further adjudges that the California Labor & Workforce Development
21 Agency ("LWDA"), through Plaintiff, its authorized agent, is deemed to release, on behalf of
22 himself and his respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
24 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
25 in the Operative Complaint of the PAGA Action and the PAGA Notice including, e.g., (1) Unpaid
26 Minimum and Overtime Wages; (2) Meal Period Violations; (3) Rest Period Violations; (4)
27 Failure to Provide Suitable Resting Facilities; (5) Inaccurate Wage Statements; (6) Unlawful
28 Deductions; (8) Reporting Time Pay Violations; (9) Failure to Produce Employment Records;

(10) Inaccurate Records; (11) Unreimbursed Business Expenses; (12) Sick Leave Violations; (13) Seating Violations; (14) Failure to Pay Vested Vacation/Paid Time Off; (15) Failure to Timely Pay All Wages Upon Separation; (16) Violation of Labor Code Section 208; (17) Unlawful Agreements-Unlawful Criminal History Inquiries; (18) Violation of Labor Code Section 432.6; (19) Statutory Wage Violations; (20) Refusal to Make Payment; (21) Standard Conditions of Labor Violations; and (22) Semimonthly Payment Violations; as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders (including for violations of Labor Code sections 201-204, 208, 210, 216, 218, 218.5, 221-224, 226, 226.6, 226.7, 227.3, 233-234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2699, 2699.3, 2669.5, 2802, 2804, 2810.5, and applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*); and those claims predicated on the same facts as any PAGA letter sent to the LWDA by Plaintiff in or prior to the Lawsuits, as well as any claims that could have been pled which arise from the same facts concerning the Plaintiff or the PAGA Employees. Any non-exempt employee that opts out of the class portion for the Settlement, remains bound by this PAGA release.

6. One individual – Lino F. Amaral – submitted a timely and valid Request for Exclusion from the Settlement. This individual is therefore excluded from the Class and is not bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims under PAGA.

7. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount ("GSA") of \$268,750.00. The Settlement Administrator is ordered to distribute to the Participating Class Members their respective individual settlement payments from the Net Settlement Amount as provided in the Settlement Agreement. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. All envelopes transmitting a settlement distribution check to the Class Members shall bear the following notation: "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." All settlement distribution checks shall be negotiable for 180 days from the date

1 of mailing. The Administrator will cancel all checks not cashed by the void date. The Settlement
2 Administrator is further ordered to mail a reminder postcard to all participating Class Members
3 and Aggrieved Employees who have not cashed their settlement checks within 60 days of
4 issuance. With respect to any Class Member who is a current employee of Defendants h and
5 whose settlement distribution check is returned as undeliverable, if the Settlement Administrator
6 is unable to locate a valid mailing address then the Settlement Administrator shall arrange with
7 Defendants to have the settlement distribution checks delivered to the currently employed Class
8 Member at their place of employment. For any Participating Class Member and/or Aggrieved
9 Employee whose Individual Class Payment check or Individual PAGA Payment check is
10 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
11 by such checks to the California Controller's Unclaimed Property Fund in the name of the Class
12 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
13 Civil Procedure Section 384, subd. (b). No funds shall revert to any Defendant.

14 8. The Court further orders that the Class Members be provided with notice of this
15 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
16 with each Class Member's initial settlement distribution check a notice on the check stub advising
17 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
18 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

19 9. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
20 reasonable, appropriate, and consistent with the attorneys' fees awarded in the Greater Los
21 Angeles Area for attorneys with similar qualifications, skill, and experience. Further, the costs
22 incurred by Class Counsel were reasonable and necessary for the successful prosecution of the
23 case. Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in
24 the amount of \$89,583.33 and an award of costs and expenses in the amount of \$19,312.20. Such
25 amounts shall be paid as provided in the Settlement Agreement.

26 10. The request for a service award to Plaintiff and Class Representative Bryan
27 Heredia in the amount of \$10,000.00 each, is reasonable given the risks Plaintiff assumed and the
28 amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also is

1 within the range of reasonableness for such awards approved in other cases. Accordingly, the
2 Court approves the request for a service payment to Bryan Heredia in the amount of \$10,000.00,
3 and the Settlement Administrator is ordered to make such payments consistent with the terms of
4 the Settlement Agreement.

5 11. The Court finds and determines the \$10,000 PAGA Penalties payment is fair,
6 appropriate, and reasonable and that the payment to the California Labor & Workforce
7 Development Agency of \$7,500.00 as its share of the settlement of civil penalties under the
8 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
9 and reasonable. The remaining \$2,500 shall be distributed to the PAGA Members consistent with
10 the terms of the Settlement Agreement. The Court hereby finally approves said payments and
11 orders the payments be made per the terms of the Settlement Agreement.

12 12. The Settlement Agreement provides the Settlement Administrator, Apex Class
13 Action, LLC, shall be paid for its fees and services from the GSA. As set forth in the Declaration
14 of Stacey Schim, the Settlement Administrator is owed \$5,000.00 for services rendered and to be
15 rendered in administering the settlement. The Court therefore orders that Apex Class Action, LLC
16 be paid the amount of \$5,000.00 consistent with the terms of the Settlement Agreement.

17 13. A Final Report (Nonappearance) Hearing is set for April 14, 2027, at 8:30 a.m., in
18 Department 1 of the Riverside County Superior Court. The parties are ordered to file a
19 compliance report no later than five (5) court days before the compliance hearing, which report
20 shall include as appropriate a declaration from the Settlement Administrator describing the date
21 the settlement distribution checks were mailed, the total number of settlement distribution checks
22 mailed to Class Members, the average amount of the settlement distribution checks, the number
23 of settlement distribution checks remaining uncashed as of the check void date, the total value of
24 the uncashed settlement distribution checks, the average amount of the uncashed settlement
25 distribution checks, and the nature and date of disposition of any unclaimed funds.

26 14. Under California Rule of Court 3.769(h), without affecting the finality of this
27 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
28 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final

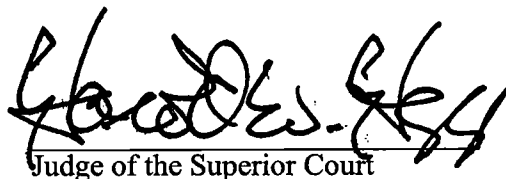
1 judgment contemplated becomes effective and each and every act agreed to be performed by the
2 parties has been performed under the terms of the Settlement Agreement; (2) any other action
3 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
4 enforcement, construction, and interpretation of the Settlement Agreement.

5 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
6 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
7 This Order is not a finding of the validity or invalidity of any claims in this action or a
8 determination of any wrongdoing by any party. The final approval of the parties' settlement will
9 not constitute any opinion, position or determination of this Court as to the merits of the claims or
10 defenses of any party.

11 16. Judgment is hereby entered as follows: Plaintiff Bryan Heredia and the
12 Participating Class Members, defined as all current and former non-exempt employees who
13 worked for Defendants either directly or via a staffing agency in California during the Class
14 Period of June 7, 2020 through April 14, 2025, who have not otherwise opted out of the Class
15 portion of the Settlement, shall take nothing from Defendants except as set forth in the Settlement
16 Agreement. All Aggrieved Employees, regardless of whether they opted out of the Class portion
17 of the Settlement, remain bound by the PAGA Release. The Court shall retain jurisdiction over
18 the parties to interpret, implement and enforce this Judgment.

19 **IT IS SO ORDERED AND ADJUDGED.**

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21 Dated: 4/15/25

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23 Judge of the Superior Court
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