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Superior Court of California,
Contra Costa County
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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JOAQUIN RECINOS, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

v.

AMPORTS, INC., APS West Coast, Inc., and DOES 1 through 10, inclusive,

Defendant.

Case No. C24-02244

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND JUDGMENT

Date: October 7, 2026
Time: 9:00a.m.
Judge: Hon. Benjamin T. Reyes, II
Dept.: 16

Complaint Filed: August 21, 2024

Processed by Court on 10/19/2026 10:59 AM

Plaintiff Joaquin Recinos' Motion for Final Approval of the Settlement, Final Approval of Class and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Award is granted as set forth herein.

Background

Plaintiff Joaquin Recinos, individually, and on behalf of those persons similarly situated aggrieved employees ("Plaintiffs") of Defendant Amports, Inc. ("Defendant" or "Amports") alleged that they were denied expense reimbursement for the reasonable and necessary use of their personal mobile phones to carry out their duties and responsibilities in violation of Labor Code § 2802.

Amports is an automotive processor offering, *inter alia*, automobile storage for vehicles coming from manufacturers on their way to dealerships, vehicle upkeep and installations, and tracking and inspections. Amports employs a number of employees including maintenance employees, mechanics, auditors, van drivers and supervisors like Plaintiff who, Plaintiff alleges, used their personal mobile phones for work. Plaintiff alleged that Defendant knew or had reason to know its employees were using their personal mobile phones for work because Defendant's managerial employees customarily and regularly communicated with their subordinates using their personal mobile phones.

Plaintiff also alleged that while may have had written policy prohibiting use of their personal mobile phones, Defendant's de facto policy expected Plaintiff and other class members to use their phones. Plaintiff has no conflict with the class warranting disqualification and welcomes Defendant's argument and evidence on this issue at class certification. According to Defendant, there are approximately 275 employees potentially covered by this action and approximately 80% of those employees are subject to a Collective Bargaining Agreement ("CBA").

Settlement Terms

The Settlement Agreement is hereby incorporated by reference. Except as otherwise specified herein, and for purposes of this Order Granting Final Approval of Class Action and PAGA Settlement and Judgment ("Final Approval Order"), the terms used in this Final Approval Order have the meanings assigned to them in the Settlement Agreement.

The Gross Settlement Amount is $210,000, which is non-reversionary. The Settlement Fund is allocated as follows:

(1) $70,000 in attorneys' fees as the Fee Award, representing 33.3% of the Gross Settlement Amount;

(2) $15,000 in litigation costs as the Costs Award;

(3) $5,000 as a Class Representative Service Award to Named Plaintiff Joaquin Recinos;

(4) $6,500 to the Labor and Workforce Development Agency representing 65% of the $10,000 PAGA allocation;

(5) $3,500 to Aggrieved Employees representing 35% of the PAGA allocation; and

(6) $10,000 in Settlement Administrator Costs to CPT Group, Inc.

The Net Settlement Amount available for distribution to Class Members who do not submit a valid letter requesting to be excluded from the Settlement is $100,000.

The Settlement Class consists of all persons who are employed or have been employed by any of Defendants in the State of California (other than facility managers) during the Class Period. The Aggrieved Employees are all persons who are employed or have been employed by any of Defendants in the State of California at any time during the PAGA Period. The class data file identified 308 total Class Members. Following the notice period, only three Class Members requested exclusion, resulting in 305 Participating Class Members and a 99.03% participation rate. No Class Members objected to the Settlement or disputed the workweek or pay-period information used to calculate payments.

The Net Settlement Amount of $100,000 will be distributed automatically to the 305 Participating Class Members who do not submit a valid letter requesting to be excluded from the Settlement, based on their respective workweeks during the Class Period. Prior to employee-side tax deductions, the average Individual Settlement Award is estimated at $327.87, with the highest payment estimated at $778.26 and the lowest at $3.02. No claims process is required, and no portion of the Net Settlement Amount will revert to Defendants.

The PAGA Payment allocates $10,000 total in penalties. Consistent with Labor Code section 2699(m) as amended effective June 19, 2024, 65% of the PAGA penalties ($6,500) will be paid to the Labor and Workforce Development Agency, and 35% ($3,500) will be distributed among the 217 Aggrieved Employees. The average Individual PAGA Payment is estimated at $16.13, with the highest payment at $23.14 and the lowest at $0.23.

The Participating Individuals release Class Released Claims against the Released Parties. The Class Released Claims are defined as all claims, rights, damages, liquidated damages, wages, compensation, reimbursement, punitive damages, statutory damages, penalties, liabilities, costs, expenses, attorneys' fees, interest, restitution, equitable relief, injunctive relief, declaratory relief, accounting, losses, or causes of action alleged in the Action and/or that could have been alleged based on the facts alleged in the Action during the Class Period. This shall include, but is not limited to, any claims during the Class Period for the purported payment or nonpayment of all reasonable business expenses under any applicable law including the California Labor Code, applicable wage orders, and California Business and Professions Code.

Aggrieved Employees release PAGA Released Claims against the Released Parties. The PAGA Released Claims are defined as any and all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, interest, injunctive relief, declaratory relief, and/or accounting, from any and all causes of action under the Private Attorneys General Act ("PAGA") pled in the Action and/or that could have been alleged based on the facts alleged in the Action during the PAGA Period. This shall include, but is not limited to, any claims during the PAGA Period for civil penalties pursuant to PAGA for the purported payment or nonpayment of reasonable business expenses under any applicable law.

Named Plaintiff releases the Named Plaintiff Released Claims against the Released Parties. The Named Plaintiff Released Claims are defined as any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum wages, straight time wages, overtime wages, meal breaks, rest breaks, premium pay, other damages, penalties (including, but not limited to, waiting time penalties, statutory penalties and civil penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution,

and equitable and declaratory relief. This shall include, but is not limited to, the Class Released Claims and PAGA Released Claims, as well as any other claims under any provision of federal, state, or local law. Upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code.

The Settlement resulted from arm's-length negotiations conducted over several months with the assistance of experienced mediator Michael J. Loeb. Class Counsel has substantial experience in California wage-and-hour class and representative actions, including expense-reimbursement litigation, and has endorsed the Settlement as fair, reasonable, and adequate.

Analysis

Under California Rules of Court, Rule 3.769, this Court must determine whether the Settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The presumption of fairness applies where, as here, the settlement was reached through arm's-length bargaining, investigation was sufficient to permit counsel to act intelligently, counsel is experienced, and the percentage of objectors is small. *Dunk*, supra, 48 Cal.App.4th at p. 1802.

The Court must independently determine whether the consideration received is reasonable in light of the claims' strengths and weaknesses and the risks of continued litigation. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130. Here, the Court finds that the Settlement satisfies the requirements of Labor Code section 2699(m), with 65% of PAGA penalties allocated to the Labor and Workforce Development Agency and 35% to Aggrieved Employees, consistent with the 2024 amendments applicable to PAGA notices filed on or after June 19, 2024.

Conclusion

1. **Final Approval**. The Settlement is fair, reasonable, and adequate and is hereby granted final approval pursuant to California Rules of Court, Rule 3.769.
2. **Class Certification**. The Settlement Class is certified for settlement purposes only, defined as: all persons who are employed or have been employed by any of Defendants in the State of California (other than facility managers) during the Class Period.

3. **Settlement Notice**. The notice program satisfied due process and constituted the best notice practicable under the circumstances.
4. **Settlement Fund**. The Gross Settlement Amount of $210,000 is approved. The Net Settlement Amount of $100,000 shall be distributed automatically to the 305 Participating Class Members in accordance with the Settlement Agreement.
5. **PAGA Payment**. The allocation of $10,000 to the PAGA claim is approved, with $6,500 payable to the Labor and Workforce Development Agency and $3,500 payable to the 217 Aggrieved Employees.
6. **Settlement Administration**. Settlement Administrator Costs of $10,000 to CPT Group, Inc. are approved.
7. **Attorneys' Fees and Costs**. Attorneys' fees as the Fee Award of $70,000 and litigation costs as the Costs Award of $15,000 to Class Counsel are approved, except that CPT Group shall retain 5% of the attorney's fees pending satisfactory compliance at a compliance hearing. See Section 11 below.
8. **Service Award**. A Class Representative Service Award of $5,000 to Named Plaintiff Joaquin Recinos is approved.
9. **Implementation**. The Settlement Administrator is directed to implement the Settlement in accordance with the Settlement Agreement and this Order.
10. **Final Judgment**. Final judgment shall be entered dismissing the action with prejudice as to the Settlement Class, subject to the Court's continuing jurisdiction to enforce the Settlement. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. This document constitutes a judgment for purposes of California Rules of Court, rule 3.769(h).
11. **Retention of Jurisdiction**. This Court retains jurisdiction over the implementation and enforcement of the Settlement. Plaintiffs' counsel is ordered to schedule a compliance hearing with the clerk of the court no later than one year from the date of this hearing, and is ordered to submit a compliance statement consisting of at least a Declaration from the Settlement Administrator demonstrating compliance with this Order ten (10) court days

before the compliance hearing date.

12. Class Counsel shall prepare and e-file a proposed order and judgment conforming to the foregoing, attaching a copy of this tentative ruling, no later than ten (10) days from the date of this hearing.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/19/2026, 2026



The Honorable Benjamin T. Reyes, II

PROOF OF SERVICE

Recinos v. Amports, Inc., et al.
Contra Costa County Superior Court Case No.: C24-02244

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Constangy, Brooks, Smith & Prophete, LLP, 601 Montgomery Street, Suite 350, San Francisco, California 94111.

On **October 15, 2026** I served true copies of the following document(s) described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND JUDGMENT

on the interested parties in this action as follows:

Edward J. Wynne — *Counsel for Plaintiff Joaquin Recinos*
George R. Nemiroff
WYNNE LAW FIRM
80 E. Sir Francis Drake, Blvd., Suite 3G
Wood Island
Larkspur, CA 94939
Tel: 415.461.6400
Fax: 415.461.3900
Email: ewynne@wynnelawfirm.com
gnemiroff@wynnelawfirm.com

[X] BY ELECTRONIC MAIL: I caused a copy of the document(s) to be sent from e-mail address lmarquez@constangy.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 15, 2026**, in San Francisco, California.



Luis Marquez

litigation and Defendant's litigation conduct. The hourly rate is at or below the prevailing market rate. No special circumstances render the full Lodestar award unjust. See *Serrano v. Unruh* (1982) 32 Cal.3d 621, 632-633.

Based on the foregoing, the Court awards Plaintiff attorneys' fees as follows:

Heidi Coad-Hermelin (through judgment) 100.10 x $450.00 = $45,045.00

Heidi Coad-Hermelin (fee motion work) 10.10 x $450.00 = $4,545.00

Alan Horwitz (2022 UD action) = $3,860.00

TOTAL AWARD $52,895.00

The mathematical corrections identified by Defendant have been applied: the motion work category is adjusted to $5,175 (11.5 hours × $450). The total award reflects the reasonable value of legal services provided.

CONCLUSION

Plaintiff's Motion for Attorneys' Fees is **granted** in full. Defendant Nataliya Howard is ordered to pay Plaintiff William Dedman attorneys' fees in the amount of **$52,895.00**, which shall be added to the judgment.

Plaintiff shall prepare and e-file a proposed order that complies with this ruling, attaching a copy of the tentative ruling, no later than five (5) days from the date of this hearing and shall serve notice of entry of order on Defendant.

10. 9:00 AM CASE NUMBER: C24-02244 CIVIL
CASE NAME: JOAQUIN RECINOS VS. AMPORTS, INC.
***HEARING ON MOTION IN RE: FINAL APPROVAL (SET BY DEPARTMENT 16)**
FILED BY:
****TENTATIVE RULING:****
Summary

Plaintiff Joaquin Recinos' Motion for Final Approval of the Settlement Final Approval Of Class and PAGA Settlement and Motion For Attorneys' Fees, Costs, and Class Representative Service Award is **granted** as set forth herein.

Background

Plaintiff Joaquin Recinos, individually, and on behalf of those persons similarly situated aggrieved employees ("Plaintiffs") of Defendant Amports, Inc. ("Defendant" or "Amports") alleged that they were denied expense reimbursement for the reasonable and necessary use of their personal mobile phones to carry out their duties and responsibilities in violation of Labor Code § 2802.

Amports is an automotive processor offering, *inter alia*, automobile storage for vehicles coming from manufacturers on their way to dealerships, vehicle upkeep and installations, and tracking and inspections. Amports employs a number of employees including maintenance employees, mechanics, auditors, van drivers and supervisors like Plaintiff who, Plaintiff alleges, used their personal mobile

phones for work. Plaintiff alleged that Defendant knew or had reason to know its employees were using their personal mobile phones for work because Defendant's managerial employees customarily and regularly communicated with their subordinates using their personal mobile phones.

Plaintiff also alleged that while may have had written policy prohibiting use of their personal mobile phones, Defendant's *de facto* policy expected Plaintiff and other class members to use their phones. Plaintiff has no conflict with the class warranting disqualification and welcomes Defendant's argument and evidence on this issue at class certification. According to Defendant, there are approximately 275 employees potentially covered by this action and approximately 80% of those employees are subject to a Collective Bargaining Agreement ("CBA").

Settlement Terms

The Gross Settlement Amount is $210,000, which is non-reversionary. The Settlement Fund is allocated as follows:

(1) $70,000 in attorneys' fees, representing 33.3% of the gross settlement;
(2) $15,000 in litigation costs;
(3) $5,000 as a Class Representative Service Award to Plaintiff Joaquin Recinos;
(4) $6,500 to the Labor and Workforce Development Agency representing 65% of the $10,000 PAGA allocation;
(5) $3,500 to Aggrieved Employees representing 35% of the PAGA allocation; and
(6) $10,000 in settlement administration costs to CPT Group, Inc.

The Net Settlement Fund available for distribution to Class Members is $100,000.

The Settlement Class consists of all current and former California employees of Amports, Inc. and APS West Coast, Inc., excluding facility managers, who used personal mobile phones for business purposes during the Class Period. The class data file identified 309 total Class Members, of which 217 are Aggrieved Employees eligible for PAGA payments. Following the notice period, only three Class Members requested exclusion, resulting in 306 Participating Class Members and a 99.03% participation rate. No Class Member objected to the Settlement or disputed the workweek or pay-period information used to calculate payments.

The Net Settlement Fund of $100,000 will be distributed automatically to the 306 Participating Class Members based on their respective workweeks during the Class Period. Prior to employee-side tax deductions, the average Individual Settlement Payment is estimated at $327.87, with the highest payment estimated at $778.26 and the lowest at $3.02. No claims process is required, and no portion of the Net Settlement Fund will revert to Defendants.

The PAGA component allocates $10,000 total in penalties. Consistent with Labor Code section 2699(m) as amended effective June 19, 2024, 65% of the PAGA penalties ($6,500) will be paid to the Labor and Workforce Development Agency, and 35% ($3,500) will be distributed among the 217 Aggrieved Employees. The average Individual PAGA Payment is estimated at $16.13, with the highest payment at $23.14 and the lowest at $0.23.

The release is limited to claims concerning the alleged nonpayment of reasonable and necessary business expenses under the Labor Code, applicable wage orders, and Business and Professions Code section 17200 during the Class Period. The settlement resulted from arm's-length negotiations conducted over several months with the assistance of experienced mediator Michael J. Loeb. Class

Counsel has substantial experience in California wage-and-hour class and representative actions, including expense-reimbursement litigation, and has endorsed the Settlement as fair, reasonable, and adequate.

Analysis

Under California Rules of Court, Rule 3.769, this Court must determine whether the Settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The presumption of fairness applies where, as here, the settlement was reached through arm's-length bargaining, investigation was sufficient to permit counsel to act intelligently, counsel is experienced, and the percentage of objectors is small. *Dunk*, supra, 48 Cal.App.4th at p. 1802.

The Court must independently determine whether the consideration received is reasonable in light of the claims' strengths and weaknesses and the risks of continued litigation. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130. Here, the Court finds that the Settlement satisfies the requirements of Labor Code section 2699(m), with 65% of PAGA penalties allocated to the Labor and Workforce Development Agency and 35% to Aggrieved Employees, consistent with the 2024 amendments applicable to PAGA notices filed on or after June 19, 2024.

Conclusion

1. **Final Approval.** The Settlement is fair, reasonable, and adequate and is hereby **granted** final approval pursuant to California Rules of Court, Rule 3.769.
2. **Class Certification.** The Settlement Class is certified for settlement purposes only, defined as: All current and former California employees of Defendants Amports, Inc. and APS West Coast, Inc., excluding facility managers, who used personal mobile phones for business purposes during the Class Period.
3. **Notice.** The notice program satisfied due process and constituted the best notice practicable under the circumstances.
4. **Settlement Fund.** The Gross Settlement Amount of $210,000 is approved. The Net Settlement Fund of $100,000 shall be distributed automatically to the 306 Participating Class Members in accordance with the Settlement Agreement.
5. **PAGA Allocation.** The allocation of $10,000 to the PAGA claim is approved, with $6,500 payable to the Labor and Workforce Development Agency and $3,500 payable to the 217 Aggrieved Employees.
6. **Settlement Administration.** Settlement administration costs of $10,000 to CPT Group, Inc. are approved.
7. **Attorneys' Fees and Costs.** Attorneys' fees of $70,000 and litigation costs of $15,000 to Class Counsel are approved, **except that CPT Group shall retain 5% of the attorney's fees pending satisfactory compliance at a compliance hearing. See Section 11 below**.
8. **Service Award.** A Class Representative Service Award of $5,000 to Plaintiff Joaquin Recinos is approved.
9. **Implementation.** The Settlement Administrator is directed to implement the Settlement in accordance with the Settlement Agreement and this Order.
10. **Final Judgment.** Final judgment shall be entered dismissing the action with prejudice as to the Settlement Class, subject to the Court's continuing jurisdiction to enforce the Settlement.
11. **Retention of Jurisdiction.** This Court retains jurisdiction over the implementation and enforcement of the Settlement. Plaintiffs' counsel is ordered to schedule a compliance

hearing with the clerk of the court no later than one year from the date of this hearing, and is ordered to submit a compliance statement consisting of at least a Declaration from the Settlement Administrator demonstrating compliance with this Order ten (10) court days before the compliance hearing date.

12. Class counsel shall prepare and e-file a proposed order conforming to the foregoing, attaching a copy of this tentative ruling, no later than ten (10) days from the date of this hearing.

11. 9:00 AM CASE NUMBER: C24-02810 CIVIL
CASE NAME: DOMINGA ELEANOR ULIBARRY JIMENEZ VS. TERRICE WARREN
***HEARING ON MOTION IN RE: AMENDED COMPLAINT**
FILED BY: ULIBARRY JIMENEZ, DOMINGA ELEANOR
****TENTATIVE RULING:****
Plaintiff Dominga Eleanor Ulibarry Jimenez Motion for Leave to Amend Complaint filed on April 14, 2026 is unopposed and, therefore, **granted**. The Court will execute the proposed order lodged on April 14, 2026. Plaintiff shall file her complaint no later than ten (10) days from the date of notice of entry of this order. No appearance is required at the hearing on October 7, 2026.

12. 9:00 AM CASE NUMBER: C24-02860 CIVIL
CASE NAME: ELEAZAR ZAMORA VS. BRIAN SANCHEZ
***HEARING ON MOTION IN RE: TO SET ASIDE DEFAULT**
FILED BY: SANCHEZ, BRIAN
****TENTATIVE RULING:****
Introduction

Before the Court is Defendant Brian Sanchez's ("Defendant") Motion to Set Aside Default.

The Court **denies Defendant Brian Sanchez's Motion to Set Aside Default**.

Procedural Background

On October 24, 2024, Plaintiff filed the Complaint in this case. It alleges that Defendant has refused to pay plaintiff $200,000.00 which he owes pursuant to a November 1, 2020, Promissory Note.

Plaintiff agreed to extend the time to respond to the Complaint until February 5, 2025, for Defendant could retain legal counsel. (Larsen Decl. ¶ 3.) Defendant has yet to hire an attorney. (Id. at ¶ 4.)

In late April of 2025, the Parties had selected Malcolm Sher as their mediator. (Id. at ¶ 5.) However, it seems that the mediation fell through due to Defendant asking for a 45-day extension that Plaintiff was unable to grant. (Id. at ¶ 6, Ex. 1.)

On March 11, 2026, Plaintiff filed a Request for Entry of Default which the Clerk granted that same day. (Larsen Decl. 2: 9-10; Ex. 2.) The deadline to request a default judgment has been extended until November 6, 2026, to allow this motion to set aside default to be heard first. (Id. at ¶ 10.) On March 24, 2026, defendant filed his motion to set aside default.