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Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIA REYES, on behalf of all aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2317672

AMENDED DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL OF PAGA NOTICE; APPROVAL OF ENHANCEMENT AWARD; AND APPROVAL OF ATTORNEYS' FEES AND COSTS

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

Action Filed: August 1, 2023
Trial Date: None

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DECLARATION OF TOREY JOSEPH FAVAROTE

I, Torey Joseph Favarote, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, and before this Court. I am a partner at Gleason & Favarote LLP, attorneys of record for plaintiff Maria Reyes ("Plaintiff" or "Representative Plaintiff") and the State of California in the above-captioned matter. Except as to those matters stated on information and belief, I have direct and personal knowledge of the facts set forth herein, and if called upon to do so, I could and would competently testify to the same.

2. The $925,000.00 PAGA settlement reached in this action (the "Settlement") covers up to approximately 2,000 current and former non-exempt hourly employees who worked for defendant Lyneer Staffing Solutions, LLC ("Defendant") for or at the following 23 client accounts: 4EXCELSIOR; Calerie Health Hldg LLC.; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2-80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; and World Wide Logistics Group (NTDS) CA (the "Aggrieved Employees" or "PAGA Settlement Group Members").

3. Just 11 days before trial, on October 9, 2025, the parties attended an MSC with Judge Ortiz. Plaintiff took time off of work to personally attend that conference. Ultimately the parties reached an agreement proposed by Judge Ortiz and entered into a settlement agreement that is enforceable under § 664.6 on the record before the court. Attached hereto as **Exhibit 1** is a true and correct copy of the transcript of the settlement entered by the parties on the record at the MSC before Judge Ortiz.

4. As a part of the Settlement that was entered on the record with Judge Ortiz, Defendant was required to provide PAGA counsel with an updated list of the number of aggrieved employees and the number of pay periods that they worked during the settlement period by

November 9, 2025.

5. Defendant did not provided that information despite repeated requests for it on November 12, 2025, November 26, 2025, December 12, 2025, January 2, 2026 and January 12, 2026.

6. On November 26, 2025, Plaintiff sent a draft of the long form agreement to Defendant. On February 10, 2026, Defendant provided comments and redlines on the long form agreement. On February 18, 2026, Representative Plaintiff and defendant Lyneer Staffing Solutions, LLC ("Defendant") finalized a long form settlement agreement (the "Agreement"). A true and correct copy of the parties' fully executed Agreement is attached hereto as **Exhibit 2**.

7. As part of the Agreement, Defendant is required to provide an updated list of the Aggrieved Employees and the pay periods they worked for the Defendant during the covered Settlement period of April 4, 2022 to October 15, 2024 to Plaintiff's counsel. Defendant was required to provide this information no later than February 20, 2026 under Page 5, § III.E of the long form Agreement. Defendant has failed to do so. I have been asking for this information since November of 2025, and renewed requests for this information since at least February 17, 2026, when Plaintiff signed the Agreement. Attached hereto as **Exhibit 3** are true and correct copies of my continuing requests for Defendant to produce the updated data for the Aggrieved Employees.

8. As discussed in **Exhibit 3**, Defendant has represented without any proof that it estimates that the number of Aggrieved Employees is 7,646 and the number of pay periods is 101,741. These numbers are grossly overstated. Defendant is trying to shoehorn every employee into the Settlement, and has admitted that it has not gone through the records to assert how many weeks the employees in question **actually worked** for the 23 clients at issue. Instead, Defendant admitted it just looked at start and end dates for everyone and assumed that all of these temporary employees who by the nature of their job work intermittently, actually worked the entire PAGA Settlement Period at the 23 client locations at issue. Defendant's estimate is not based on an actual review of the time and payroll records that the Court ordered produced in the case. Plaintiff's counsel has asked the Defendant for the "receipts" to back up their unsubstantiated claim by identifying the Bates numbers in the production which show that all of these individuals worked on

the 23 clients at issue. Conversely, Plaintiff's counsel provided Defendant's counsel with the Bates numbers from the Defendant's own production to verify its count. Defendant's counsel repeatedly stating on the record that it provided a complete production by December 31, 2024 as ordered by the Court. **Our review of the "complete payroll records" that were provided for the time period of April 4, 2022 to July 7, 2024 for *all employees who worked at every single client* (not just the 23 covered by the Settlement) is only 6,847.** (See Expert James Toney Decl., ¶ 5, Exh. 7 of the Favarote Decl.) The number of Aggrieved Employees who actually worked at the 23 covered clients is only 1,797 based on Plaintiff's expert's review of the actual data. (Toney Decl. ¶ 6(a), Exh. 7.) A true and correct copy of Mr. Toney's declaration establishing these numbers and further analysis is attached hereto as **Exhibit 6**. It is simply beyond credulity that Defendant hired more than 5,800 employees at these 23 clients during the time period of July 8, 2024 to October 15, 2024. Defendant has had since October 9, 2025 to get this information that it originally agreed to produce by November 9, 2025 at the MSC. It has been almost 6 months and the Defendant still has not done what it is obligated to do under the Settlement.

9. The Court ordered Defendant to produce all of the time and payroll records sought through discovery in this matter, no later than December 31, 2024. On February 4, 2025, Defendant represented to the Court in a joint report that all payroll records had been produced in this matter. True and correct copies of this Court's November 1, 2024 Order, and the February 4, 2025 joint report referenced above are attached hereto as **Exhibits 4 and 5**.

10. My office retained the expert James Toney to analyze the time and payroll records produced by Defendant in this matter. Mr. Toney's analysis showed that out of the *entire data set produced*, not just the Aggrieved Employees who worked for the 23 client contracts covered by the Agreement, contained only 6,847 employees for the time period of April 4, 2022 to July 7, 2024 (the entire time frame covered by the purportedly complete set of data). Furthermore, Mr. Toney's analysis shows that during that same time period, only 1,797 Aggrieved Employees worked 16,926 pay periods under the 23 client contracts covered by the Agreement. Of note, there were over 130 clients in the data. (Toney Decl. ¶ 6(b), Exh. 7.) A true and correct copy of Mr. Toney's expert report for trial is attached to his declaration as **Exhibit C**.

11. The Settlement covers the time period of April 4, 2022 to October 15, 2024 (the "PAGA Release Period").

12. Using the same data referenced above, Mr. Toney's analysis projects that during the PAGA Release Period, there should only be approximately 1,877 Aggrieved Employees, who worked approximately 18,957 pay periods in total. (Toney Decl. ¶ 7, Exh. 6.)

13. The Settlement provides for $925,000.00, less the cost of settlement administration by Apex Class Action LLC[1] (up to $12,990.00), the proposed enhancement payment to Plaintiff for bringing this matter on behalf of the LWDA ($10,000.00), Plaintiff's Counsels' proposed attorneys' fees of 33% ($305,250.00) and litigation costs (up to $53,000.00) for a total of $543,760.00 to the LWDA and Aggrieved Employees. Pursuant to PAGA, 75% of the remainder ($407,820.00) will be distributed to the LWDA, and 25% of the remainder ($135,940.00) will be distributed to the Aggrieved Employees. If the Court approves the Settlement and all amounts sought, the average Aggrieved Employees' settlement share for PAGA penalties will be approximately $67.97 ($135,940.00 ÷ approximately 2,000[2] Aggrieved Employees = $67.97).

14. The PAGA claims being released are the PAGA claims alleged based on the facts and theories of liability set forth in the operative complaint and Plaintiff's PAGA Notice to the LWDA dated April 4, 2023, for alleged violations of Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the IWC Wage Orders. Attached hereto as **Exhibits 7 and 8** respectively are true and correct copies of Plaintiff's April 4, 2023 PAGA notice, and Plaintiff's complaint (which includes a copy of the PAGA notice attached to the back of the complaint).

15. The Settlement represents a fair compromise of Plaintiff's PAGA claim in view of the uncertainties, expense, time, and risks of trial, as well as the hotly contested issues of law and fact involved in this matter. For these reasons, and as demonstrated below, the Settlement warrants

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[1] Apex Class Action LLC was agreed to by the parties and approved by the Court to mail the Belaire West notice earlier in the case, and already has contact information for the Aggrieved Employees. Apex has given a bid of $12,990.00 for the settlement administration work in this case, including translating the proposed notice into Spanish.

[2] Mr. Toney's estimate of 1,877 employees and 18,957 pay periods was rounded up to 2,000 and 19,000 to add a buffer in the projections.

the Court's approval.

16. The Settlement only releases the Aggrieved Employees' PAGA claims at issue in this matter, which are held by the real party in interest, the State of California (the "State"). None of the underlying Labor Code violations are being released by the Aggrieved Employees except for Plaintiff who is releasing all of her individual claims against the Defendant once the Settlement is funded.

17. PAGA claims are brought on behalf of the State. This Settlement, if approved, will provide $407,820.00 to the California LWDA.

Compliance with PAGA

18. My office has filed all of these motion papers, the Settlement Agreement, and the proposed notice in English and Spanish with the LWDA immediately before filing them with the Court, as evidenced by the proof of service on these motion papers.

Procedural History of the Action

19. On April 4, 2023, Plaintiff sent a PAGA notice to the LWDA and Defendant describing the Labor Code violations alleged in this action and Plaintiff's theories of liability.

20. On August 1, 2023, Plaintiff filed her complaint in this Court alleging a single cause of action under PAGA for the: (i) failure to pay all overtime wages in violation of Labor Code §§ 510, 1194, 1198, 558, 558.1, and the IWC Wage Orders; (ii) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (iii) failure to pay minimum wages for off the clock work in violation of Labor Code §§ 558, 558.1, 1194, 1197, 1198 and the IWC Wage Orders; (iv) failure to pay waiting time penalties in violation of Labor Code §§ 201-203; (v) failure to provide accurate wage statements and keep accurate business records in violation of Labor Code §§ 226 and 1174; and (vi) failure to provide meal periods and rest breaks or compensation in lieu thereof in violation of Labor Code §§ 512 and 226.7.

Discovery And Investigation of Facts

21. My office has performed significant work litigating this case, which was settled only 11 days before trial. In addition to trial preparation, my office had to bring two motions to compel which resulted in sanctions, and the successful production of more than 680,000 pages of

documents. I also took three days of Person Most Knowledgeable ("PMK") depositions which required me to fly to New York for two days of deposition, defended Plaintiff for two days of deposition, took the deposition of three of Defendant's branch managers and the Regional Vice President, interviewed dozens of Aggrieved Employees, responded to approximately 156 special interrogatories, responded to multiple sets of form interrogatories, propounded more than 150 discovery requests, attended at least a dozen discovery related conferences with the Court, and a Mandatory Settlement Conference with Judge Ortiz which finally resulted in the Settlement.

22. My office interviewed dozens of the Aggrieved Employees, and spent significant time evaluating and performing both an in house analysis and retained an expert to review and analyze the electronic time and payroll records produced. My office also had to retain a service provider to manually input hundreds of thousands of paper and handwritten time entries, where the Aggrieved Employees' in/out times for the day had to be manually entered line by line for analysis.

Related Cases

23. In accordance with the Court's guidelines on motions for approval of PAGA settlements below are the following related cases which were disclosed in discovery in this matter:

a. Meybell Perez v. Blower Dempsey Corporation, Case No. 30-2020-01140589CU-OE-CXC

b. Mirna Reyes v. Liquid Graphics, Case No. 30-2021-01225386-CU-WT-CJC

c. Abuhassouna, et. al. v. Lyneer Staffing Solutions, LLC, et. al., Case No. 22STCV19228

d. Juan Manual Lara Gutierrez v. Salsbury Industries, Inc., et. al., Case No. 24STCV01809

24. On February 20, 2026, Defendant emailed my office, disclosing two cases which it represents will be impacted by the Settlement. Attached hereto as **Exhibit 9**, is a true and correct copy of the above-described communication, and below are the two actions disclosed therein.

a. Gary Aldana v. Lacerta Group, LLC, et al., - Los Angeles County Superior Court, Case No. 25STCV24878;

b. Ernesto Magallon v. SP Craftech I LLC, et al., - Orange County Superior

Court, Case No. 30-2025-01459077-CU-OE-CXC.

25. On March 18, 2026, Defendant filed its first and only notice of related cases in our case, disclosing only the case of Kenia Acevedo, et al. v. Bon Appetit Danish, Inc., et al., Case No. 25STCV30327. Attached hereto as **Exhibit 10** is a true and correct copy of the above-described filing.

26. This Settlement would resolve the Released PAGA Claims as defined above and in the long form Settlement Agreement, for the Aggrieved Employees of the Defendant for the time period of April 4, 2022 through October 15, 2024.

Principal Terms of the Settlement

27. Defendant will pay $925,000.00 (the "Total Settlement Amount") in settlement of the action on a PAGA representative basis for approximately 2,000 aggrieved employees. The Total Settlement Amount will cover: (i) the payment to the LWDA for its share of civil penalties pursuant to PAGA, Cal. Lab. Code § 2699(i); (ii) the Settlement shares to the Aggrieved Employees; (iii) Plaintiff's proposed enhancement award (requested to be $10,000.00); (iv) Plaintiff's Counsels' proposed reasonable fees (requested to be 33%, or $305,250.00) and litigation costs up to ($53,000.00); and (v) the cost of settlement administration (estimated to be approximately $12,990.00).

28. After deduction for Plaintiff's enhancement award, Plaintiff's Counsels' attorneys' fees and expenses, and the settlement administration costs, the resulting $543,760.00 Net Settlement Amount will be paid 75% to the LWDA ($407,820.00) and 25% to the Aggrieved Employees ($135,940.00), pursuant to Labor Code section 2699(i).

29. 100% of the Settlement shares will be reported using IRS Form 1099s, since all funds are for the settlement of a claim for civil penalties. Each Aggrieved Employee's Settlement share will be calculated based on the ratio of his or her pay periods worked for the Defendant on the 23 client accounts at issue, to all of the Aggrieved Employees' pay periods worked for the Defendant on the 23 client accounts at issue during the PAGA Settlement Period.

30. If the Court approves the Settlement and awards the amounts sought for attorneys' fees and costs, Plaintiff's requested enhancement award, and settlement administration cost, the

average Aggrieved Employee's settlement share after the 75% distribution to the LWDA will be approximately $67.97, the minimum payment for just one pay period worked is expected to be $7.15, and the maximum payment for an Aggrieved Employee who worked the entire Settlement Period is expected to be approximately $930.12. Attached as **Exhibit 11** is the proposed settlement notice that will be mailed with the settlement check in both English and Spanish.

31. Within 90 days after the approval by the Court, Defendant is required to fund the Settlement. Plaintiff is still waiting for the Aggrieved Employee's updated information, which was due on November 9, 2025 under the stipulation of Settlement and due on February 20, 2026 under the long form Agreement.

Potential PAGA Penalties Analysis

32. The data provided and Plaintiff's expert makes it clear that: 1) the total violation rate in this case is not 100% for the Aggrieved Employees; and 2) that although all of the Aggrieved Employees were not paid for all of the time spent working on the clock (i.e., had their time rounded or were underpaid) it was only to their detriment 60.9% of the time for a total of 10,487 unfavorable pay periods, not 100%, and the extent to which the underpayment affected employees varied widely. Additionally, the California Supreme Court in Camp v. Home Depot U.S.A., 523 P.3d 391 (Cal. 2023) is set to decide whether rounding is legal in California at all. There is a risk that the California Supreme Court will not rule favorably in that case or rule that its decision is not retroactive, leaving in place an argument as to whether Defendant's rounding policy was allowable under See's Candy Shops, Inc. v. Superior Ct., 210 Cal. App. 4th 889 (2012). This is why for settlement we discounted the waiting time penalties claim for purposes of PAGA for the lack of "willfulness." The approximately 10,487 pay periods with unfavorable rounding or not paying for all work time, equate to approximately $1,048,700.00 in potential PAGA penalties.

33. IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 1104) requires California employers to keep: "Time records showing when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked." Labor Code §§ 1198 and 1199 requires employers to follow the IWC Wage Orders, and makes it a Labor Code violation to fail to comply with the IWC Wage Orders. Labor Code § 1174 requires that employers keep accurate

payroll records. Defendant has failed to keep any record of when many of its employees started and ended their meal periods and in many cases when they started and ended work for the day. Instead, Defendant allows its clients to submit summaries of hours which often only include the total number of hours worked. There are thousands of paper time records which show these record keeping violations, resulting in at least 8,750 pay periods[3] with violations. At a rate of $100 per pay period this results in $875,000.00 in potential PAGA penalties.

34. Defendant's failure to pay for all time worked, including rounding, as shown in the electronic time and payroll information also results in wage statements that did not accurately record the hours worked at each rate of pay, or the correct rates of pay. This information is required by Labor Code §§ 226(a). This derivative claim could result in up to an additional $1,544,700.00 in derivative PAGA penalties. (81.3% of the pay periods had unfavorable rounding at least one time so that is an additional 15,447 pay periods x $100 = $1,544,700.)

35. The review of the electronic time records also showed approximately 4,650 pay periods with a potential meal period violation for which our expert calculated an additional $456,000.00 in potential PAGA penalties. As far as rest breaks were concerned, many Aggrieved Employees stated that they got breaks, although third rest breaks were an issue if they worked over 10 hours. As such, we used 1 violation per month which is approximately $475,000.00 in PAGA penalties. For the expense reimbursement claim, since the cellular usage and mileage were minimal, we also used 1 violation per month which equates to $475,000.00 in potential PAGA penalties. Based on the exposure noted above, which in aggregate total $4,874,400,[4] the $925,000.00 settlement of approximately 19% of the overall general exposure is reasonable.

36. Defendant contends that pursuant to California Labor Code section 2699(e)(2), even if liability were found, penalties properly would be substantially reduced. Carrington v. Starbucks Corp., 30 Cal.App.5th 504, 520 (2018) (Approving a deduction of PAGA penalties to $5.00 per pay period.)

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[3] Some of these records contain multiple individuals per page.

[4] $1,048,700.00 + $875,000.00 + $1,544,700.00 + $456,000.00 + $475,000.00 + $475,000.00 = $4,874,400.00.

Fair and Reasonable Settlement

37. This case was settled through arms-length negotiation. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the parties and their counsel after almost 2.5 years of very hard-fought litigation. While Plaintiff believes that she has a high probability of ultimately prevailing on most of the claims in this action, she also recognizes the inherent risks of litigation and understands the benefit to the State and the Aggrieved Employees in receiving the Settlement rather than risking a potential unfavorable decision at trial, appeal, on the penalties awarded, or Defendant's ability to pay as a temp agency.

A Representative Plaintiff Enhancement Is Warranted and Reasonable

38. Plaintiff's requested enhancement award of $10,000.00 in exchange for her service to the State and other Aggrieved Employees is reasonable in this case. Plaintiff has actively participated in this litigation to win the Settlement for the Aggrieved Employees at great risk to herself. Plaintiff went above and beyond to miss work and spent more than 80 hours in service to the State and the Aggrieved Employees. Plaintiff also worked closely with Plaintiff's Counsel, discussed the facts of the case multiple times, searched for documents and reviewed her deposition transcripts, discovery responses and documents produced. Plaintiff also missed work to prepare for and sit for two full days of deposition. She also on short notice took another day off of work to attend the MSC in person with me. Plaintiff has provided material support to this case, and she has risked (and potentially faced) reputational harm as well as financial harm. Plaintiff will continue to bear the risks associated with this litigation and face the risk of being blacklisted, especially as all PAGA documents are publicly available for free online on the LWDA's PAGA website. In appreciation of the personal risks, the time spent on this litigation, and the result achieved, Plaintiff's requested enhancement award of $10,000.00 is more than reasonable. Plaintiff's individual PAGA payment is estimated to be approximately $328.32.

39. Attached hereto as **Exhibit 12** is a true and correct copy of Declaration of Maria Reyes in support of this motion.

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Class Counsels' Request for Attorneys' Fees and Costs

40. My office has, after extensive litigation, secured a Settlement that provides value to the State and the Aggrieved Employees and now only seeks fees that are in line with the fair market value of the work by requesting that the Court approve less than half of our Lodestar. This means that my office is seeking fees which amount to far less than what we have spent litigating this case just short of trial.

41. The fee total for Gleason & Favarote LLP ("G&F") for the litigation of this action is more than $691,232.50. The hours my firm expended litigating this action total over 1,049. The costs incurred by G&F in prosecuting this action is more than $53,048.62. Attached as **Exhibit 13** is the itemized statement for G&F for this case as of January 23, 2026.

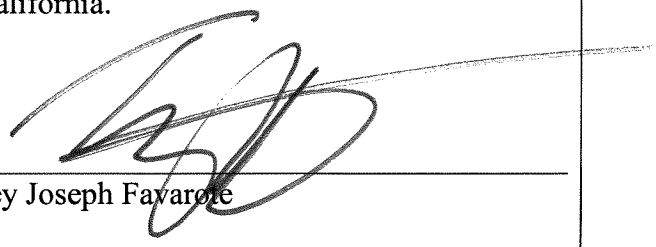
42. My billing rate was $750.00 per hour for this wage and hour PAGA action through December 31, 2024, and $800 per hour thereafter, however I understand that the Court will not approve a rate of more than $550 per hour despite the below. I have been practicing in this area of the law for over 27 years. On May 4, 2021, I was approved at $750 per hour in the San Bernardino Superior Court in Stokes et. al. v. Exact Staff, Inc., Case No. CIVDS1924628, a PAGA case. On May 26, 2021, I was approved at $750 per hour in the San Bernardino County Superior Court in Arthur Barnes et. al. v. Target Corp., Lead Case No. CIVDS2007761 (consolidated with Case Nos. CIVDS2012750 and CIVDS2004578), which was a class action. On October 4, 2022, I was approved at $750 per hour in the San Bernardino Superior Court in Jing Dong Zang v. CA Fan Tuan Inc., Case No. CIVSB2026778, a PAGA action. On February 20, 2025, I was approved at $750 per hour in the San Bernardino Superior Court in Lee, Ronghui v. HungryPanda US Inc, Case No. CIVSB2126633, a PAGA action. On March 12, 2025, I was approved at $750 per hour in the San Bernardino Superior Court in Angel Perez v. Hilton Manor, LLC, Case No. CIVSB2220728, a class action. On May 9, 2025, I was approved at $800 per hour in the Orange County Superior Court in Amara O'Neill v. Robinson Pharama Inc., Case No. 30-2020-01176039-CU-OE-CJC, a class and PAGA action. My firm charges $350 an hour for the associates on this case. There are no fee sharing agreements for this case.

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43. Class Counsels' Lodestar totals $516,270.00 utilizing an hourly partner rate of $550 and an associate rate of $350 an hour. The total fees requested are $305,250.00, approximately 59% of the fees incurred in litigating this action.

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

Executed on March 30, 2026 at Long Beach, California.



Torey Joseph Favarote

EXHIBIT 1

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BEFORE THE HONORABLE JOSEPH T. ORTIZ, JUDGE

DEPARTMENT S17-SBJC

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COMPLEX-PAGA - REYES, Plaintiff, vs. LYNEER STAFFING SOLUTIONS, LLC, ET AL, Defendants.	)	CASE NO. CIVSB2317672

TRANSCRIPT OF PROCEEDINGS

MANDATORY SETTLEMENT CONFERENCE

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OCTOBER 9, 2025

APPEARANCES:

FOR THE PLAINTIFF:	TOREY J. FAVAROTE, ESQ. Gleason & Favarote LLP 3646 Long Beach Boulevard Suite 203 Long Beach, CA 90807
FOR THE DEFENDANTS:	STACEY M. COOPER, ESQ. Stacey Cooper Law, PC 888 Prospect Street Suite 200 La Jolla, CA 92037
TRANSCRIBED BY:	LESLIE HINMAN

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SAN BERNARDINO, CALIFORNIA - THURSDAY, 9 OCTOBER 2025

AFTERNOON SESSION

(PROCEEDINGS IN OPEN COURT)

(Call to order at 4:13 p.m.)

THE COURT: Let's go ahead.

THE CLERK: Uh-huh.

THE COURT: All right, let's call to order No. 9 on my calendar is Reyes versus Lyneer Staffing Solutions. Let me get attorneys and their clients if you'll make your appearances. Let's start with Plaintiff's counsel, please.

MR. FAVAROTE: Good afternoon, Your Honor. Torey Favarote for Plaintiff and the aggrieved employees.

THE COURT: And I'm going to note that Mr. Reyes is here, and if you'll state your name, ma'am.

THE PLAINTIFF: Maria Reyes.

THE COURT: And then, Defense counsel?

MS. COOPER: Stacey Cooper, on behalf of Lyneer Staffing Solutions, LLC.

THE COURT: And you have a client who's appearing remotely?

MS. COOPER: I do. Ms. Suzette Berrios, is appearing via Zoom.

THE COURT: And I'm going to note, we're recording with what we call the FTR -- the For The Record audio recording. We don't provide court attendant or court recorders. I'm going to find good cause for the purposes of enforcing a settlement under 664.6 for us to audio record. So let's go ahead. I'd asked the parties -- this was a mandatory

settlement conference -- I'd asked the parties to prepare a statement and then, review it, and make sure both parties are in agreement. Have we done that?

MS. COOPER: Yes, we have.

MR. FAVAROTE: Yes, Your Honor.

THE COURT: And who will be reading it into the record?

MR. FAVAROTE: I will, Your Honor.

THE COURT: When you're ready, please go ahead.

MR. FAVAROTE: Thank you, Your Honor. So this is the settlement of Reyes vs. Lyneer Staffing Solutions. The settlement covers Plaintiff and all temporary employees of Defendant that worked at the 23 clients identified on page 7 of Plaintiff's expert report for the period of April 4, 2022 to October 15, 2024. This includes the settlement of all claims alleged in Plaintiff's PAGA notice dated April 4, 2023, in the operative complaint for a total consideration of $925,000, which Defendant agrees to pay in full 90 days after approval by the Court, but no earlier than 6 months from today.

THE COURT: And if I can confirm, my understanding is the 23 clients or co-employers were all ones that were identified that had a rounding process? Is that correct?

MR. FAVAROTE: Rounding as well as failure to pay overtime, Your Honor.

THE COURT: Now, are there any other terms -- I presume this is with full releases by Plaintiff, correct? And then, also subject to approval by Judge Tanada, and I presume

that we're going to have a reduction to a long form settlement agreement in a reasonable time. Who's taking the laboring OR on that?

MS. COOPER: We also -- the settlement will also include as release parties, the actual clients as well as Defendant Lyneer Staffing Solutions LLC, and do you want to take the lead on the long form or do you want me to?

MR. FAVAROTE: I'll take lead on the long form. That's correct. The release will cover Defendant and the 23 clients identified in Plaintiff's report on page 7. Additionally, Defendant agrees to provide updated data for the aggrieved employees, including the number of aggrieved employees, the number of pay periods worked during the PAGA period within 30 days of the day as well.

THE COURT: All right. So let me make sure -- and I'm going to go round robin and make sure that everyone heard all the terms that have been articulated by the Court and by both attorneys. Mr. Favarote, you are in agreement, correct?

MR. FAVAROTE: Yes, Your Honor.

THE COURT: And will you elicit an agreement from your client?

MR. FAVAROTE: Ms. Reyes, are you in agreement with what we have described here today thus far?

THE PLAINTIFF: Yes, Your Honor.

THE COURT: And then, Ms. Cooper, you're in agreement?

MS. COOPER: Yes, we are in agreement -- agreements. And Ms. Suzette Berrios, can you just let us know if you're in

agreement as well?

THE DEFENDANT: I -- I will say I heard most of it. I'm being honest. I did not hear everything, but I believe I heard the salient points.

THE COURT: Ms. Berrios, if you can hear me, just to be very clear, the salient points would be releases for -- it's going to apply to the temporary employees at the 23 employers that are listed on page 7 of the report by Plaintiff's counsel. The total amount is going to be $925,000, payable 90 days after the approval of the settlement, but no earlier than 6 months. You want to add anything else, Counsel? And I'm going to ask Mr. Favarote -- there's a microphone in front of you just for the benefit of everyone. Is there anything else you want to clarify for her?

MR. FAVAROTE: No, Your Honor.

THE COURT: Okay. I think we've got enough. Anything else for the good of the order?

MS. COOPER: No, Your Honor.

THE COURT: I'm going to do this, though. We have trial readiness conference in Judge Tanada's department. Which department is that?

THE CLERK: S33, Your Honor.

THE COURT: S33. It's for October 16th at 8:30. I'm going to convert that unless there's an objection to an OSC status to settlement. So you can inform Judge Tanada what's going on, and then I would vacate the Court trial scheduled for October 20th at 10 a.m. Is there any objection if I do that?

MR. FAVAROTE: As long as this agreement is enforceable under 664.6.

THE COURT: I have audio recorded for that purpose. You can request a transcript if you need it, or a copy of the audio that you can have converted to a transcript. One hopes you don't need it.

MR. FAVAROTE: Thank you, Your Honor.

THE COURT: All right.

MS. COOPER: No objection.

THE COURT: And then can we waive notice?

MR. FAVAROTE: Yes, Your Honor.

MS. COOPER: Yes. Notice is waived.

THE COURT: All right. Thank you very much. Congratulations on getting the matter resolved. You move forward with your lives. We'll see you -- well, take care and give Judge Tanada our best.

MR. FAVAROTE: Thank you, Your Honor. Appreciate your time.

MS. COOPER: Thank you.

THE PLAINTIFF: Thank you, Judge.

THE DEFENDANT: Thank you, Your Honor.

(Proceedings adjourned at 4:19 p.m.)

CERTIFICATE

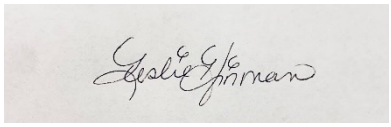
COMPLEX-PAGA - Reyes,
Plaintiff,
vs.
Lyneer Staffing Solutions, LLC, et al.
Defendants.

Case No. CIVSB2317672

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, LESLIE HINMAN, transcriptionist, do hereby certify that the foregoing pages, 1 to 8, inclusive, constitute to the best of my knowledge and belief a full, true and correct transcription of the audio recorded proceedings held in the matter of the above-entitled cause held on October 9, 2025

Dated this 21st day of December, 2025.



Leslie Hinman
Transcriptionist

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

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

I. DEFINITIONS

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

A. "Action" means the civil action titled, "*Maria Reyes, on behalf of all aggrieved employees vs. Lyneer Staffing Solutions, LLC; and DOES 1-40, inclusive*," pending before the Superior Court of California, County of San Bernardino (the "Superior Court"), Case No. CIVSB2317672.

B. "Covered Period" or "PAGA Settlement Period" means the period from April 4, 2022 through October 15, 2024.

C. "Complaint" means the PAGA Complaint for penalties, filed by Plaintiff in the Action.

D. "Final" means that the Settlement has been approved by the Superior Court.

E. "LWDA" means the California Labor and Workforce Development Agency.

F. "LWDA Payment" means the payment made from the Net Settlement Amount to the LWDA under the Settlement as its share of the settlement for PAGA penalties.

G. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution to the Settlement Group Members and the LWDA after deduction for: (1) the Representative Plaintiff's Payment, (2) Plaintiff's Counsel Fees and Expenses Payment, and (3) the Settlement Administrator's fees and expenses.

H. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*

I. "PAGA Counsel" means Torey Joseph Favarote and David H. Danning of Gleason & Favarote LLP.

J. "PAGA Counsel Fees and Expenses Payment" means the amount awarded to Plaintiff's Counsel by the Superior Court for their attorneys' fees and all out-of-pocket costs and expenses incurred in connection with the Action, including the commencement and prosecution of the Action and all related litigation activities, this Settlement (including documenting the Settlement, securing court approval of

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

K. "Released PAGA Claims" means to claims alleged in the Complaint based on the facts and theories of liability set forth in the Complaint and Plaintiff's PAGA Notice to the LWDA dated April 4, 2023, for violations of Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the IWC Wage Orders for Defendant and the 23 clients of the Defendant listed below in section N.

L. "Representative Plaintiff's Payment" means the $10,000.00 payment, or whatever amount is awarded by the Superior Court to be made to Plaintiff from the Total Settlement Amount intended to compensate Plaintiff for her initiation and prosecution of the Action, and her general release of claims pursuant to this Settlement.

M. "Settlement Administrator" means Apex, the administrator proposed by the Parties and to be appointed by the Superior Court to administer the Settlement.

N. "PAGA Settlement Group Member" means Plaintiff and all temporary non-exempt employees of Defendant who were assigned to perform work at one of the following clients listed below during the Covered Period:

1. 4EXCELSIOR
2. Calerie Health Hldg LLC
3. Cosmetic Enterprises, Ltd.
4. Craftech Corporation
5. DG LOGISTICS
6. Expert Coatings & Graphics, Inc.
7. Fantasy Files Inc.
8. Fashion Logistics (Branch 80)
9. Killer Merch, LLC- 20630 PLUMMER
10. Killer Merch,LLC- 9541 MASON
11. Lacerta Group, LLC.
12. Linzer Products Corp.
13. NTDS 2-80-MSP

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14. O.C. Pallets

15. PINTO EXPRESS INC

16. SANTA FE WAREHOUSE-COMMERCE

17. Sojo Industries

18. Sojo Industries (Nevada)

19. Three Hands Corporation-Unloaders

20. Under Armour-Fontana

21. UNIQUE LOGISTICS INTERNATIONAL (90)

22. UPS CA 01

23. World Wide Logistics Group (NTDS)CA

O. "Settlement Share" means a Settlement Group Member's share of 25% of the Net Settlement Amount. A Settlement Group Member's Settlement Share will be calculated based on the ratio of his or her pay periods worked during the Covered Period to the total pay periods worked for all Settlement Group Members during the Covered Period.

P. "Total Settlement Amount" means the $925,000.00 total settlement amount that Defendant is obligated to pay in connection with the Settlement.

Q. "Settlement Notice" means the notice of this Settlement which will be sent to the PAGA Settlement Group Members along with their individual Settlement Share. The Settlement Notice shall be distributed in Spanish and English.

II. RECITALS

A. On April 4, 2023, Plaintiff served a letter on the LWDA and Defendant, pursuant to California Labor Code section 2699.3, notifying the LWDA of the Defendant of alleged violations by Defendant of California Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, and IWC Wage Orders, with respect to non-exempt employees employed by Lyneer in California. The LWDA declined to investigate the alleged violations.

B. On August 1, 2023, Plaintiff commenced the Action, asserting a claim for civil penalties under PAGA based on allegations that, with respect to non-exempt employees employed by Defendant in California, Defendant failed to: (1) pay minimum, regular and overtime wages for all time worked on the clock and under the control of the Defendant, including rounding of work time; (2) provide legally

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

C. The Parties conducted substantial discovery, including three days of person most knowledgeable depositions of Defendant's corporate representative, two days of Plaintiff's deposition, four depositions of Defendant's branch managers and regional vice president, the hearing on motions to compel the production of documents and responses to interrogatories, the actual production of over 680,000 pages of documents and at least half a dozen informal discovery conferences on discovery. Trial was scheduled for October 20, 2025.

D. On October 9, 2025, the Parties participated in a Mandatory Settlement Conference presided over by Hon. Joseph T. Ortiz. During the Mandatory Settlement Conference, the Parties were present, and each was represented by its respective counsel in the Action. The Parties recognized the substantial risk of an adverse result in the Action and agreed to a full and complete resolution of the Action on the terms set forth in this Agreement. The terms of this Settlement were stated on the record and agreed to by the Parties on the record before the Court at the conclusion of the Mandatory Settlement Conference with the Honorable Joseph T. Ortiz.

E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group Members, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. On the contrary, Defendant denies all of Plaintiff's material allegations and maintain that it bears no liability to Plaintiff, the State of California, or any PAGA Settlement Group Member.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Total Settlement Amount.** Subject to Court approval of the Settlement, the Total Settlement Amount that Defendant will be obligated to pay in connection with the Settlement is Nine Hundred, Twenty-Five Thousand Dollars ($925,000.00). The Total Settlement Amount will cover: (i) all Settlement Shares to PAGA Settlement Group Members; (ii) the LWDA Payment; (iii) the Representative Plaintiff's Payment; (iv) the Plaintiff's Counsel Fees and Expenses Payment; and (v) the Settlement Administrator's fees and expenses.

B. **Payment of the Representative Plaintiff's Payment.** The Representative Plaintiff's Payment will be paid in one lump sum, without payroll tax deductions

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

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

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

2. 75% of the Net Settlement Amount will be paid to the LWDA as its LWDA Payment.

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

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

F. **Payments.**

1. Within fifteen (15) days after the Superior Court's order approving the Settlement:

   a. Lyneer will provide to the Settlement Administrator the names, last known mailing addresses, telephone numbers, Social Security Numbers, and total pay periods worked by all PAGA Settlement Group Members during the Covered Period (the "Settlement Group Member Information").

   b. The Settlement Administrator will also provide Defendant with wire-transfer information.

2. Within ten (10) days after the Settlement Administrator provides Defendant with the wire-transfer information, Defendant will wire-transfer the Total Settlement Amount to the Settlement Administrator. Defendant's obligation to fund the Settlement will be 90 days after the Settlement is approved by the Superior Court but at the earliest it shall not be done until April 9, 2026.

3. Within ten (10) days after Defendant's funding of the Settlement, the Settlement Administrator will pay the Settlement Shares along with the

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

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

H. **Process for Court Approval.**

1. The Parties will cooperate in seeking approval of the Settlement. A motion for PAGA settlement approval will ask the Superior Court to: (1) approve the Settlement and (2) dismiss the Action with prejudice as to PAGA Settlement Group Members for the Settled PAGA Claim during the Covered Period, each side to bear its own costs and attorneys' fees except as provided by the Settlement. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the Settlement will be sent to the LWDA at the same time it is filed with the Superior Court.

2. At the same time PAGA Counsel files the motion for PAGA settlement approval, Plaintiffs will file a motion for approval of: (1) a Representative Plaintiff's Payment of $10,000.00 and (2) a Plaintiff's Counsel Fees and Expenses Payment of 33% of the Total Settlement Amount or ($305,250.00) for attorneys' fees plus up to $53,000 for actual litigation costs. Defendant will not join in this motion, but also will not oppose it. In the event the Superior Court approves a payment less than any of these amounts, the difference will be retained as part of the Net Settlement Amount.

3. The Parties will cooperate in the drafting and/or filing of any additional documents reasonably necessary to be prepared or filed and will take all steps that may be requested by the Superior Court relating to the approval and implementation of the Settlement.

4. This Agreement does not grant any right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement, or any right to appeal from the approval of the Settlement by the Superior Court.

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5. If the Superior Court does not approve the Settlement without material modification, the Parties will meet and confer to address the Superior Court's concerns. A modification of the Representative Plaintiff's Payments or the Plaintiff's Counsel Fees and Expenses Payment will not be deemed a material modification of the Settlement.

6. Pursuant to California Labor Code section 2699(*l*)(3), the Parties will submit to the LWDA a copy of the Superior Court's order approving the Settlement within 10 days after entry of the order.

I. **Releases of Claims.**

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

2. **Waiver of Section 1542.** In granting the release of claims set forth above for Plaintiff only, she hereby expressly waives the protection of California Civil Code section 1542, which states:

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

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

J. **Tax Indemnification.** Plaintiff and PAGA Counsel agree that they are solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of payments to them under this Settlement, that upon full funding of the Settlement they will hold the Released Parties, as defined above, harmless from and against any and all costs and expenses, including, interest, assessments, withholding and penalties, arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds paid to them as a result of this Settlement, and that they will not make any claim against the Released Parties for any costs or expense if an adverse determination is made by a tax agency in connection with the non-withholding or other tax treatment of payments made to them under this Settlement.

K. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the Settlement is fair and reasonable and will so represent to the Superior Court.

L. **Admissibility of Agreement.** This Agreement and the audio of the Settlement on the record may be introduced into evidence to prove the fact and terms of the Settlement.

M. **No Admission of Liability.** Neither this Agreement nor any other documents prepared in connection with this Settlement are in any way an admission of liability by Defendant or any other party. In particular, this Agreement may not be used in any future proceeding as an admission by any party of any liability or any fact used to establish liability.

N. **Waiver of Appeals.** The Parties waive all appeals from the approval of the Settlement unless the Superior Court materially modifies the Settlement, except that Plaintiff and Plaintiff's Counsel may appeal from an order by the Superior Court that reduces the amounts sought for the Representative Plaintiff's Payment and the PAGA Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to void the Settlement.

O. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Settlement and once approved by the Superior Court supersedes all prior or contemporaneous agreements, representations, warranties, covenants, or inducements regarding its subject matter.

P. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

Q. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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R. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

S. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile and electronic signatures (*e.g.*, DocuSign) will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Execution by the Parties and Counsel

Dated: February 17, 2026

MARIA REYES

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

Maria Reyes

Dated: February 18, 2026

LYNEER STAFFING SOLUTIONS, LLC

By: _____

James Radvany
Chief Executive Officer

Dated: February 17, 2026

TOREY JOSEPH FAVAROTE
DAVID H. DANNING
GLEASON & FAVAROTE LLP

By: _____

Torey Joseph Favarote
Attorneys for Plaintiff Maria Reyes

Dated: February 17, 2026

STACEY M. COOPER
STACEY COOPER LAW, PC

By: _____

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

Doc ID: 5365a8a5e592d3feb27ae5a5a59f76393576267f

Dropbox Sign

Audit trail

Title	PAGA Settlement Agreement signed by PI, TF (Reyes PAGA).pdf
File name	PAGA%20Settlement...yes%20PAGA%29.pdf
Document ID	5365a8a5e592d3feb27ae5a5a59f76393576267f
Audit trail date format	MM / DD / YYYY
Status	● Signed

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SENT	**02 / 18 / 2026** 06:05:44 UTC	Sent for signature to Stacey Cooper (stacey@cooperlawpc.com) and James Radvany (jradvany@lyneer.com) by services@clio.com acting on behalf of stacey@cooperlawpc.com IP: 172.91.109.88
VIEWED	**02 / 18 / 2026** 06:06:36 UTC	Viewed by Stacey Cooper (stacey@cooperlawpc.com) IP: 172.91.109.88
SIGNED	**02 / 18 / 2026** 06:07:08 UTC	Signed by Stacey Cooper (stacey@cooperlawpc.com) IP: 172.91.109.88
VIEWED	**02 / 18 / 2026** 16:00:12 UTC	Viewed by James Radvany (jradvany@lyneer.com) IP: 20.25.68.160
SIGNED	**02 / 18 / 2026** 16:00:54 UTC	Signed by James Radvany (jradvany@lyneer.com) IP: 20.25.68.160
COMPLETED	**02 / 18 / 2026** 16:00:54 UTC	The document has been completed.

EXHIBIT 3

David Danning

From: Torey Favarote
Sent: Tuesday, March 17, 2026 3:06 PM
To: Stacy Cooper
Cc: David Danning; Sandra McAndrew; Madely Nava; Sean Hartranft
Subject: Maria Reyes v. Lyneer Staffing Solutions Calculations

Following up on this again, please send the files that you have already provided to the administrator so that we can compare the list to the data that the defendant actually produced in discovery. Please also provide the Bates Numbers/file name/information for the defendant's production that identity the additional approximately 5,000 employees that worked on the 23 accounts at issue during the settlement period. Please send the data as soon as possible so that we can get to the bottom of this issue as I do not want to have to go into court ex parte next week to get the court's assistance.

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
(213) 452-0510 Main
(213) 452-0512 Direct Dial
(213) 452-0514 Fax

Sent from my iPad

On Mar 16, 2026, at 5:28 PM, Torey Favarote <tfavarote@gleasonfavarote.com> wrote:

Stacey:

We have provided both the files and the document numbering for the files relied upon on February 20, 2026. I have copied that list below. Our expert report notes that the entire data set contains a total of only 6,938 employees, not just the employees who worked for the 23 settlement clients within that complete data set. This is around 708 less than what is being proposed presently.

The data that you produced pursuant to the court's order granting the motions to compel contains 1,817 people for approximately 17,219 pay periods as noted in our expert report on page 7, for the time period of April of 2022 to July of 2024. An extra three month to October of 2024 cannot explain the more than 300% increase here.

Please produce the data provided to the administrator so our expert can come up with a list of all of the employees who did not appear in the files which were produced. Defendant can provide it under the protective order in the case.

Below again is the list of files relied upon.

- Confidential_Expert_Eyes_Only_Lyneer0680249 - 0680282 (36 files)

- PAY DATA – Confidential_Expert_Eyes_Only_Lyneer_0050403

- PAY DATA – Lyneer_002118

- Lyneer_0688731

- Confidential_Expert_Eyes_Only_0680247

Regards

Torey

From: Stacey Cooper <Stacey@cooperlawpc.com>
Sent: Monday, March 16, 2026 11:19 AM
To: Torey Favarote <tfavarote@gleasonfavarote.com>
Cc: Madely Nava <Madely@apexclassaction.com>; Henry Marin <henry@apexclassaction.com>; Sandra McAndrew <Sandra@cooperlawpc.com>; Tamara Corbyons <Corbyns@cooperlawpc.com>; Karla Nava <karla@apexclassaction.com>; Sean Hartranft <sean@apexclassaction.com>; Admin <admin@apexclassaction.com>; David Danning <Ddanning@gleasonfavarote.com>
Subject: Re: Maria Reyes v. Lyneer Staffing Solutions Calculations

Torey,

We are unable to ascertain where your numbers are off on ours. (To be clear, we already provided the data, you just didn't agree with it). Please explain how your expert reached their numbers. To my understanding, there was never a full damages assessment prepared so I just don't know how you can claim to have these specific calculations.

My client is still trying to figure out the disconnect on his end, but so far, we just don't see where you are getting your information.

Regards,

Stacey

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Date: Monday, March 16, 2026 at 11:16 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Madely Nava <Madely@apexclassaction.com>, Henry Marin <henry@apexclassaction.com>, Sandra McAndrew <Sandra@cooperlawpc.com>, Tamara Corbyons <Corbyns@cooperlawpc.com>, Karla Nava <karla@apexclassaction.com>, Sean Hartranft <sean@apexclassaction.com>, Admin <admin@apexclassaction.com>, David Danning <Ddanning@gleasonfavarote.com>
Subject: Maria Reyes v. Lyneer Staffing Solutions Calculations

Following up again on the number of aggrieved employees and workweeks during the covered settlement period. Our deadline is coming up again fast and the data is long overdue. Please advise on the status.

Regards

Torey

Torey Joseph Favarote

Attorney at Law
Gleason & Favarote LLP
3646 Long Beach Blvd., Suite 203
Long Beach, California 90807
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From: Torey Favarote
Sent: Friday, March 6, 2026 9:33 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Madely Nava <Madely@apexclassaction.com>; Henry Marin <henry@apexclassaction.com>; Sandra McAndrew <Sandra@cooperlawpc.com>; Tamara Corbyons <Corbyns@cooperlawpc.com>; Karla Nava <karla@apexclassaction.com>; Sean Hartranft <sean@apexclassaction.com>; Admin <admin@apexclassaction.com>; David Danning <Ddanning@gleasonfavarote.com>
Subject: Re: Maria Reyes v. Lyneer Staffing Solutions, LLC

Just following up again on where we are at with the data? Please advise.

Thanks

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP

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(213) 452-0512 Direct Dial
(213) 452-0514 Fax

Sent from my iPad

On Feb 25, 2026, at 11:39 AM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:

My client is re-running the calculations and checking the original payroll records that were sent over to figure out where the issue is with the work week and class member count. I expect to have an update soon.

Regards,

Stacey

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Date: Monday, February 23, 2026 at 11:20 AM
To: Madely Nava <Madely@apexclassaction.com>
Cc: Stacey Cooper <Stacey@cooperlawpc.com>, Henry Marin <henry@apexclassaction.com>, Sandra McAndrew <Sandra@cooperlawpc.com>, Tamara Corbyons <Corbyns@cooperlawpc.com>, Karla Nava <karla@apexclassaction.com>, Sean Hartranft <sean@apexclassaction.com>, Admin <admin@apexclassaction.com>, David Danning <Ddanning@gleasonfavarote.com>
Subject: Re: Maria Reyes v. Lyneer Staffing Solutions, LLC

Please advise on the status of the updated calculations of people and aggregate pay periods for the 23 clients that are at issue during the settlement period? Our papers were due with the court on Friday.

Regards

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP

3646 Long Beach Blvd., Suite 203

Long Beach, CA 90807
(213) 452-0510 Main
(213) 452-0512 Direct Dial
(213) 452-0514 Fax

Sent from my iPad

> On Feb 19, 2026, at 5:13 PM, Torey Favarote <tfavarote@gleasonfavarote.com> wrote:
>
> Those numbers are GROSSLY overstated. We received in discovery the time and payroll data for ALL of the employees that worked on these 23 locations and the number was approximately 1,817 people for approximately 17,219 pay periods as noted in our expert report, for the time period of April of 2022 to July of 2024. So all the defendant had to do was extend the data for this group out about 3 months to October of 2024. Either the defendant lied in the verified discovery responses and did not produce all the

data then, or someone now is just adding in random people to get covered by the release.

David will send the list of 23 clients covered by the settlement.

Torey Joseph Favarote
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Sent from my iPad

> On Feb 19, 2026, at 4:51 PM, Madely Nava <Madely@apexclassaction.com> wrote:
>
> Counsel,
>
> After reviewing the data and resolving the discrepancies, we determined there are 7,646 Class Members and a total of 101,741 workweeks.
>
> Sincerely,
>
> Madely



Madely Nava - Project Manager

(pronounced: Ma-del-E)

18 Technology Drive, Suite 154

Irvine, California 92618

Office: +1.800.355.0700

Direct: +1.949.878.3561

Email: madely@apexclassaction.com

Website: apexclassaction.com

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error and delete it. Thank you.

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Sent: Thursday, February 19, 2026 3:55 PM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Henry Marin <henry@apexclassaction.com>; Sandra McAndrew <Sandra@cooperlawpc.com>; Tamara Corbyons <Corbyns@cooperlawpc.com>; Madely

Nava <Madely@apexclassaction.com>; Karla Nava <karla@apexclassaction.com>; Sean Hartranft <sean@apexclassaction.com>; Admin <admin@apexclassaction.com>; David Danning <Ddanning@gleasonfavarote.com>
Subject: Re: Maria Reyes v. Lyneer Staffing Solutions, LLC

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise ca
attachments or taking further action, before validating its authenticity.

Do we have any update on the total number of aggrieved employees and total number of pay periods for the 23 clients at issue for the time period of April 4, 2022 to October 15, 2024? We have to file the brief by tomorrow.

Please advise.

Regards

Torey

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Sent from my iPad

> On Feb 17, 2026, at 10:22 PM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:
>
> Henry.,
>
> I am still working on reconciling those addresses. However, in the meantime, we need the final count of class members, as well as the work week counts to include in the preliminary approval motion papers. Is it possible for you to send those over to us tomorrow? I have included counsel for the class on this email as well so that you can send the information directly to both of us.
>
> I appreciate your help.
>
> Thank you,
>
> Stacey

David Danning

From: Torey Favarote
Sent: Monday, January 12, 2026 11:37 AM
To: Stacey Cooper
Cc: Sandra McAndrew; David Danning; Thomas Steinhart
Subject: Re: 5th Follow-Up on Reyes Long Form Agreement

The transcript just has the terms of the settlement and scope. The administrator is the same one that the court approved to sent out the Belaire Notice and already has the contact information on file; the fees and costs are provided in the statute and are subject to court approval.

Your client should still get the updated data for the final checks so that we have updated information on people and pay periods before payment. If you have comments to the agreement then please provide asap otherwise I am just moving forward as noted since a long form agreement is not necessary.

Also please get me the information requested on any related cases.

Regards

Torey

Torey Joseph Favarote
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Sent from my iPad

> On Jan 12, 2026, at 11:08 AM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:
>
> Torey,
>
> There is no dispute as to the fact that a settlement was entered so we don't really need to prove that. It isn't in dispute. If you just want to use extracted numbers that is fine with me. Less work, although we still have to have the data for administration or checks can't go out.
>
> I recommend that we change the language in the settlement agreement regarding the calculations and then I can take a look at the rest of it and get comments back to you today or tomorrow. The court is going to want the settlement agreement for a PAGA case that sets forth the terms, etc. The long form also has info about administrators and attorneys fees so it is important for all sides. I

don't think it makes sense to just proceed without it. If we don't have to deal with the data right now, then it will expedite all of this.

Stacey

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Date: Monday, January 12, 2026 at 10:55 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Sandra McAndrew <Sandra@cooperlawpc.com>, David Danning <Ddanning@gleasonfavarote.com>, Thomas Steinhart <tsteinhart@gleasonfavarote.com>
Subject: Re: 5th Follow-Up on Reyes Long Form Agreement

First off happy new year and thank you for getting back to us after several months of no response. I am not interested in any further delays at this point and will file the motion this week. I have gotten a transcript of the MSC and plan on submitting it as the proof of settlement that was entered on the record.

As far as the data that was due on November 9 is concerned, I have extrapolated the old data out to cover the release period. As for the draft long form agreement that I sent to you in November, you can send me your comments but at this late junction I am inclined to just go with the transcript.

Also, we need to disclose any related cases that the settlement covers. As far as I can see, there was no notice of related cases filed in our case. If I am wrong please send me the notice(s), and if you believe that the settlement covers other pending cases please provide the case names and numbers so that I can provide that information to the court in the motion.

Regards

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP
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Long Beach, CA 90807
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Sent from my iPad

On Jan 11, 2026, at 7:56 AM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:

Torey,

I am not ignoring you. I still don't have the data because people were out of the office and for some reason there are a limited number of people who have access to the data. I have elevated this to higher levels and asked for them to find someone else to get this data. In the meantime, I can send you the revisions to the draft settlement agreement.

We have a non-appearance OSC for case review. Do you want to file a joint declaration stating that my client has experienced a delay in finalizing the data and requesting a 30-day extension? Again, I apologize. I need to get this done so that I can get some of the later PAGA cases dismissed so this delay is not helpful for me either, quite frankly. Please let me know if you would like me to prepare the stipulation.

Regards ,
Stacey

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Date: Friday, January 2, 2026 at 5:47 PM
To: Stacey Cooper <Stacey@cooperlawpc.com>, Sandra McAndrew <Sandra@cooperlawpc.com>
Cc: David Danning <Ddanning@gleasonfavarote.com>, Thomas Steinhart <tsteinhart@gleasonfavarote.com>
Subject: 5th Follow-Up on Reyes Long Form Agreement

Following up on this again, please advise on the data that was due on November 9 and any comments to the long form agreement otherwise we will be forced to just submit the stipulation on the records that was entered before the court.

Regards

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP
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Long Beach, CA 90807
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(213) 452-0512 Direct Dial
(213) 452-0514 Fax

Sent from my iPad

> On Dec 12, 2025, at 7:29 AM, Torey Favarote <tfavarote@gleasonfavarote.com> wrote:
>
> Stacey following up on this again. Please advise if you have any changes to the long form agreement. If we do not get any comments from you by next Thursday we will be forced to just submit the agreement on the record that the parties and counsel entered before the court at the MSC. We also need the updated data that the defendant was required to provide by November 9, it is over a month late.
>
> Regards
>
> Torey
>
> Torey Joseph Favarote
> Attorney at Law
> Gleason & Favarote, LLP
> 3646 Long Beach Blvd., Suite 203
> Long Beach, CA 90807
> (213) 452-0510 Main
> (213) 452-0512 Direct Dial
> (213) 452-0514 Fax
>
> Sent from my iPad
>
> > On Nov 26, 2025, at 3:34 PM, Torey Favarote <tfavarote@gleasonfavarote.com> wrote:
> >
> > Stacey:
> >
> > Attached is the draft settlement agreement for Reyes. We still need the updated data from the defendant that was due on November 9 pursuant to the agreement that was stated on the record at the MSC. Please get us that data asap. We want to file the motion by mid-December so that the OSC re settlement comes off the calendar so please let us know if you have any changes or comments.

Have a safe and happy Thanksgiving.

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP
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(213) 452-0514 Fax

Sent from my iPad

<Reyes PAGA Settlement Agreeement - GF.doc>

EXHIBIT 4

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: CIVSB2317672 **Date: 11/1/2024**

Case Title: **COMPLEX-PAGA Reyes**
-v-
Lyneer Staffing Solutions, LLC et al

Department S33 - SBJC	Date: 11/1/2024	Time: 1:30 PM	Informal Discovery Conference

Judicial Officer: Stephanie Tanada
Judicial Assistant: Amie Arroyo
Court Reporter: Not Reported or Recorded

Appearances
Attorney Torey Favarote present forMaria Reyes
Attorney Stacey Cooper appears by Zoom forLyneer Staffing Solutions, LLC

Proceedings
1:32
Conference held
-
The Court is in receipt of the stipulation regarding protective order
-
Order signed
-
The Court is in receipt of Plaintiff's IDC statement
-
Counsel for Defendant represents their IDC statement was submitted to the court
-
The Court informs Counsel for Defendant the IDC statement has not been received
-
The Court and Counsel confer regarding sanctions due by Defendant
-
The Court orders sanctions to be paid by Defendant by 12/6/24
-
The Court and Counsel confer regarding documents to be produced
-
The Court orders responsive documents to be produced by 12/31/24 or the Court will allow Counsel for Plaintiff to file a motion regarding sanctions and striking of Defendant's Answer
-
Counsel for Plaintiff requests Defendant produce documents regarding time and payroll records
-
The Court orders Counsel for Defendant to produce the documents discussed (special interrogatories 8-11 & 14-16 and requests for productions of documents 8, 10, 16, 24, 26-30, 32-36, 39) before the end of 2024

-
If documents not produced, there will be no further IDC's held and the Court gives leave for motion to compel to be filed
-
The Court and Counsel confer regarding trial
-
Counsel for Plaintiff gives estimate of 7 days
-
Counsel for Defendant represents the trial may take months due to the amount of witnesses to be called
-
The Court sets matter for a final status conference and orders Counsel to provide a witness and exhibit list
-
The Court advises Counsel to contact the department directly for any necessary motion dates
-
2:20
Conference concludes
Stipulation & Order filed
for protective order

Hearings
Status Conference set for 2/11/2025 at 8:30 AM in Department S33 - SBJC
@ 9am

== Minute Order Complete ==

EXHIBIT 5

TOREY JOSEPH FAVAROTE (SBN: 198521)
DAVID H. DANNING (SBN: 354477)
GLEASON & FAVAROTE LLP
3646 Long Beach Boulevard, Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
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tfavarote@gleasonfavarote.com
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Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

STACEY M. COOPER (SBN: 226012)
STACEY COOPER LAW P.C.
888 Prospect Street, Suite 200
La Jolla, California 92037
Telephone: (619) 673-5022
stacey@cooperlawpc.com

Attorneys for Defendant Lyneer Staffing Solutions, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIA REYES, on behalf of all aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2317672

JOINT REPORT IN ADVANCE OF STATUS CONFERENCE

Date: February 11, 2025
Time: 8:30 a.m.
Judge: Hon. Stephanie Tanada
Dept.: S33

Action Filed: August 1, 2023
Trial Date: March 10, 2025

/ / /

/ / /

Plaintiff Maria Reyes ("Plaintiff") and Defendant Lyneer Staffing Solutions, LLC ("Lyneer" or "Defendant") and (collectively the "Parties") submit this Joint Report in advance of the Status Conference set for February 11, 2025 at 8:30 a.m.

Plaintiff's Position

On the evening of December 31, 2024, Defendant produced more than 680,000 pages of bates stamped documents. In what is a clear attempt to unnecessarily raise costs, Defendant originally produced everything only to Plaintiff's expert, and refused to produce any documents to Plaintiff's counsel until New Year's Eve. This document dump is unlabeled, split into tens of thousands of individual files, and Plaintiff's counsel has not been able to discern any organization in the production. It appears this confusion was the point of the document dump, as the Defendant admits in its response that the document dump is an intentional mix of purportedly organized files shuffled into batches of documents kept in the ordinary course of business (i.e. unorganized files). A disorganized dump of documents by itself is sanctionable, even if the documents are produced entirely as they are kept in the ordinary course of business. CCP §§ 2031.280(a) and 2023.010; Kayne v. The Grande Holdings Ltd., 198 Cal. App. 4th 1470, 1476 (2011) (A disorganized document dump of 55,000 pages of documents constituted "employing a discovery method in such a manner as to cause undue burden and expense" even when the defendant testified that the documents were produced as they were kept in the ordinary course of business.)

Defendant misrepresents the facts in this matter. On September 6, 2024, Defendant's counsel submitted a declaration providing that "*Lyneer employs an entire team of payroll personnel whose entire job it is to manually enter time from electronic or hard copy time punch records into the electronic time keeping system.*"[1] (September 6, 2024 Declaration of Stacy Cooper, ¶ 25.) Defendant could have simply produced the electronic time records Defendant's counsel has stated that Defendant has in its possession to Plaintiff's counsel and this case could have moved forward. Instead, Defendant sent a very small handful of incomplete and largely unusable documents only to Plaintiff's expert in November and December, and then dumped more than

[1] This also casts doubt as to Defendant's new representation that documents were at least in part produced as they are kept in the ordinary course of business, as Defendant has an entire team who apparently organizes the documents and enters them into an electronic timekeeping system.

680,000 documents (more than 98% of which are non-manipulable PDFs) on Plaintiff's expert on New Year's Eve. It is undisputed that Defendant's counsel refused to produce any of the documents to Plaintiff's counsel until the night of New Year's Eve, or that more than 98% of the documents in the case were produced on New Year's Eve.

Over the past few weeks Plaintiff's counsel has been diligently working on sorting and identifying the document dump's contents and has thus far both identified and attempted to meet and confer on the following issues receiving no substantive response from Defendant:

1. Not all of the links for Defendant's document dump work, and approximately 14,389 bates stamped pages of documents have not yet been produced.

2. Many documents were clearly Excel documents that have been unnecessarily converted to PDFs so that they are harder to analyze. One clear example of this is a 919-page conversion of an Excel document containing time records at Lyneer 0145132 - Lyneer 0146050. Defendant's response plainly shows its intention of improperly shifting the burden of identifying these documents piecemeal out of the more than 680,000-page production.

3. Defendant's discovery responses do not adequately or accurately identify the documents that were produced. Code of Civil Procedure § 2031.280(a) requires that a party identify responsive documents, and only responsive documents, for every discovery response. Many responses contain a range of 600,000 or more documents, most of which are unresponsive to the actual request.

4. Defendant has violated the protective order by mass designating almost every document as an expert eyes-only, when the clear majority of the documents deserve no such protection under the protective order. In addition, many documents have also been labeled "attorneys eyes only" despite that designation not existing under the protective order.

5. Defendant's document production is unlabeled and appears to be intentionally shuffled to be as difficult to work with as possible. Defendant's claims that the documents are organized and yet also that Defendant does not have an index or organizational guide of the documents is inconsistent at best.

Plaintiff has attempted to meet and confer on these issues on January 21, 2025 and January

29, 2025. Defendant initially agreed to send replacement links, and a general index of documents produced, on January 22, 2025. However, as of February 4, 2025, no replacement links, production index, or response to the other issues raised above has been received. As Plaintiff works through the substantial production of more than 680,000 documents received on New Year's Eve, Plaintiff will likely identify additional issues, which it will continue to promptly meet and confer on as they are discovered. Once Plaintiff has had sufficient time to wade through Defendant's document dump and identify all material issues, she intends to bring a motion for sanctions due to Defendant's plain abuses of the discovery process.

II. Defendant's Position

A. Plaintiff Confirmed in Her Own Deposition That The Documents Are Maintained In The Manner In Which They Were Produced

Despite the fact that Plaintiff Maria Reyes was one of the primary payroll processors and the fact that her deposition has been taken, as well as the PMK of Lyneer, Plaintiff's counsel still has a misunderstanding of the basic way that Lyneer's payroll is processed.

In their statement, they state:

> Defendant misrepresents the facts in this matter. On September 6, 2024, Defendant's counsel submitted a declaration providing that "*Lyneer employs an entire team of payroll personnel whose entire job it is to manually enter time from electronic or hard copy time punch records into the electronic time keeping system.*"[2] (September 6, 2024 Declaration of Stacy Cooper, ¶ 25.) Defendant could have simply produced the electronic time records Defendant's counsel has stated that Defendant has in its possession to Plaintiff's counsel and this case could have moved forward.

Plaintiff testified in her own deposition that the documents were maintained in the manner in which they were produced in this case. Specifically, Plaintiff testified that each week she would collect time punches and information from the clients. The time punches and information came in a variety of different ways. In some instances she pulled time records from a system. In others, employees would either email or fax them to her . Plaintiff testified that at least one of the locations required that she actually go pick up manual time cards.

[2] This also casts doubt as to Defendant's new representation that documents were at least in part produced as they are kept in the ordinary course of business, as Defendant has an entire team who apparently organizes the documents and enters them into an electronic timekeeping system.

Plaintiff went on to testified that after she received the records, she would go through them and make notes, comments, or changes to ensure the accuracy of the payroll. Some of the changes she made were handwritten. Other changes were sent to her supervisor via email and corrections were made in the time clocks themselves. At other times, she emailed leads or supervisors to make corrections. The corrections required several back-and-forth communications and only when that was done and the records were approved, did she record the time into Lyneer's payroll system. That system, which is referred to above as Lyneers time keeping system is the payroll system which generates payroll for Lyneer. That system is not a time clock system and it does not store the original time punches from the employees. As Lyneer and Maria Reyes have stated repeatedly, the payroll records include a large number of records, including time punches, reconciliation records and payroll records. Those records were all produced.

Maria Reyes made this clear in her deposition when she Plaintiff testified that she would then scan all of that information into a pdf file and dump it into an electronic file by week.

The payroll records were produced in the manner in which Defendant maintained them, but more specifically, in the manner in which employees such as Plaintiff maintained them. Recognizing that the payroll records would be extremely difficult to review if produced by week (with all of the clients mixed together), Lyneer organized the records based on client location. Specifically, prior to production, the payroll records were input into an e-discovery database, tagged by client, and produced by client location and chronologically to the extent possible. (The chronological production is not perfect because it is sorted by file name, and the file names are not always uniform.) Tagging and producing the time records required a great deal of time and resources. Plaintiff's claim that there is no organization to the records is false and Defendant specifically worked to avoid these inevitable false accusations by carefully organizing the documents. Below is an example of a document set produced, which includes time and payroll records for the V-Z series of Lyneer's clients. The other payroll sets follow the same format.

As to the substantive production, it was not a document dump, as discussed below. Rather, the records were batched and produced in a manner that is both consistent with the requests as well as the ordinary course of business. Plaintiff herself, who handled payroll for many of Lyneer's clients testified to the manner in which the documents were maintained by Lyneer. As discussed below, the documents were produced accordingly (but even a bit more organized due to the use of an e-discovery database wherein the records were organized by client location rather than week).

Client Location Payroll

Lyneer 0329957-0330063 Velencia Plastics Payroll.

Lyneer 0330064 – 0330507 Vege Labs Payroll

Lyneer 0330509 – 0330608 Veritiv – Carson – VMS Payroll

Lyneer 0330611 - Lyneer 0330688 Victoria Nursery Payroll.

Lyneer 0330689 – 0330804 Vie Logistics Payroll

Lyneer 0330806 – 0331349 Vin Lux Payroll.

On a more detailed level, it is clear that within each client production, the payroll records are organized chronologically, to the extent possible. For instance, the following further breakdown of the records produced related to the VRC companies shows the weeks worked.

Lyneer 0330897	Lyneer 0330900	4	Vin Lux Inc TC WE 05.12.2024
Lyneer 0330901	Lyneer 0330903	3	Vin Lux Inc TC WE 05.19.2024
Lyneer 0330904	Lyneer 0330906	3	Vin Lux Inc TC WE 05.26.2024
Lyneer 0330907	Lyneer 0330918	12	Vin Lux Inc TC WE 05.28.2023
Lyneer 0330919	Lyneer 0330921	3	Vin Lux Inc TC WE 06.02.2024
Lyneer 0330922	Lyneer 0330931	10	Vin lux inc tc we 06.04.2023
Lyneer 0330932	Lyneer 0330934	3	Vin Lux Inc TC WE 06.09.2024
Lyneer 0330935	Lyneer 0330945	11	Vin Lux inc TC we 06.11.2023
Lyneer 0330946	Lyneer 0330948	3	Vin Lux Inc TC WE 06.16.2024
Lyneer 0330949	Lyneer 0330958	10	Vin Lux Inc TC WE 6.18.2023
Lyneer 0330959	Lyneer 0330961	3	Vin Lux Inc TC WE 06.23.2024
Lyneer 0330962	Lyneer 0330970	9	Vin Lux Inc TC WE 06.25.2023
Lyneer 0330971	Lyneer 0330973	3	Vin Lux Inc TC WE 06.30.2024
Lyneer 0330974	Lyneer 0330982	9	Vin lux inc tc we 07.02.2023
Lyneer 0330983	Lyneer 0330985	3	Vin Lux Inc TC WE 07.07.2024
Lyneer 0330986	Lyneer 0330987	2	Vin Lux Inc TC WE 07.14.2024
Lyneer 0330988	Lyneer 0330995	8	Vin Lux Inc TC WE 07.16.2023
Lyneer 0330996	Lyneer 0330998	3	Vin Lux Inc TC WE 07.21.2024

Lyneer 0330999	Lyneer 0331001	3	Vin Lux Inc TC WE 07.28.2024
Lyneer 0331002	Lyneer 0331004	3	Vin Lux Inc TC WE 08.18.2024
Lyneer 0331005	Lyneer 0331007	3	Vin Lux Inc TC WE 08.25.2024
Lyneer 0331008	Lyneer 0331010	3	Vin Lux Inc TC WE 09.01.2024
Lyneer 0331011	Lyneer 0331013	3	Vin Lux Inc TC WE 09.08.2024
Lyneer 0331014	Lyneer 0331016	3	Vin Lux Inc TC WE 09.15.2024
Lyneer 0331017	Lyneer 0331019	3	Vin Lux Inc TC WE 09.22.2024
Lyneer 0331020	Lyneer 0331022	3	Vin Lux Inc TC WE 09.29.2024

Notably, the spreadsheet containing the payroll data is likewise sorted by client location. This allows the time records and the employees working at location to be matched up. It also allows the time keeping and payroll records for each location to be reviewed as one set, which is obviously important when the time keeping practices, meal and rest period practices, and schedules of employees differ from one location to another.

Plaintiff's claim in their statement that time records are placed into an electronic system and could be produced electronically isn't accurate. First and foremost, Plaintiff requested the employee time records, and the employee time records are the ones that were produced. Second, as described in Plaintiff's deposition, by Plaintiff herself, the time records are provided by the clients, the payroll department engages in a reconciliation and after the reconciliation, the time records are entered into an electronic payroll system and the payroll is processed. The electronic pay records were produced as a spreadsheet. As such, those records have, in fact, been produced, and were produced some time ago. The original time records, which are a collection of pdf time records, handwritten time records, and electronic time records were also produced and have been organized by client.

B. ADDITIONAL CATEGORIES OF DOCUMENTS ARE LIKEWISE ORGANIZED CATEGORICALLY AND IN A MANNER CONSISTENT WITH LYNEER'S BUSINESS PRACTICES.

Additional documents were also produced categorically. Examples are included below.

1.) Plaintiff requested all documents related to work performed by Plaintiff. Lyneer requested on numerous occasions for Plaintiff to narrow the request and Plaintiff refused to do so. As such, Lyneer produced all documents in its possession related to Plaintiff's daily tasks, which includes, Plaintiff's email box, detailing the working that Plaintiff performed while

at Lyneer. The bates range for those documents are identified in the discovery responses and are identified here as Lyneer 0549162 – 0680245.

2.) Lyneer 068247-068248 is a CSV report that, when printed, is estimated to be over 66,000 pages long, including data from Lyneer's database recording interactions with, or about Lyneer's employees. Plaintiff requested, in their discovery, all records of all communications with Lyneer's employees about anything involving their employment. The list is extremely long and detailed but is squarely responsive to the Plaintiff's request, as drafted.

3.) The plaintiff requested all of the employee expense reports. Expense reports are sent to a payroll clerk on the East Coast and entered into the system. The payroll clerk then saved the expense reports in one file. The file was produced as Lyneer Lyneer 0680971 – 0688595. Additional expense reports which were located during additional electronic sweeps to ensure that reports saved on individual emails were also produced.

4.) All of the payroll records for temporary employees (not time punches, but final payroll records) are produced in one spreadsheet bates labeled Lyneer 0688731. This document is easily ascertainable and includes one excel spreadsheet produced in native format.

5.) Similarly, because Plaintiff complained that they were not able to find the expense reimbursement data in the payroll records, despite the fact tha tit was in the report, Lyneer created and produced a separate simple excel spreadsheet for expense reimbursements and meal period premiums. That report was produced as a separate production and identified in discovery responses as Lyneer 0680246.

C. THE RECORDS WERE PRODUCED TIMELY AND IN THE MANNER REQUESTED.

Plaintiff claims that 680,000 documents were "received" on New Years Eve, however, that is not true. A portion of the documents were produced prior to November 2024. In mid-November, 2024, links were sent to substantial payroll and time records. The documents were sent to the email of the expert, in part because Plaintiffs instructed Defendant to send the documents to the expert's email and to his drop box. Lyneer subsequently informed Plaintiff that dropbox would not work

because it was not secure or sufficient to handle the data, and instead sent the production via Goldfynch to the expert. Plaintiff's counsel was copied on the initial email and others to the expert and knew, from November, through the end of December that links had been sent to the expert. Plaintiff's claim that they "did not receive" the production until December 31, 2024 is false. It is also irrelevant given the fact that the deadline for production was December 31, 2024. Additionally, Plaintiff's expert did in fact receive the production as is evidenced by the fact that they opened at least one link to upload it. It was only after Lyneer checked the uploads later, that they realized that the expert had chosen not to upload the other productions and the links had expired.

Lyneer re-sent the links with an email to the expert advising him that the links had not been opened and renewed the links. Counsel was also cc:d on this communication and did not respond. Lyneer was required to then spend time sending yet a third link on December 31, 2024. Plaintiff had more than 6 weeks between mid November and December 31, 2024 to start reviewing documents and failed to do so. Any claim that they were not aware of the documents is belied by the fact that the system used records the time when the system was accessed and it is clear that the expert that Plaintiff appointed to receive the records had, in fact, received them and chosen to disregard them.

D. LINKS TO THE DOCUMENT PRODUCTION

Plaintiff raised the issue of certain links to the document production approximately two weeks ago and Lyneer advised Plaintiff that it was evaluating the issue. Lyneer has had to send invitations and links to Plaintiffs repeatedly because Plaintiff's expert did not open any of the links or download the documents when links were initially sent in November. Lyneer sent all of the links to the expert a second time in December and those were also left un-opened. Indeed, Plaintiff's expert never bothered to even acknowledge receipt of the links. Lyneer then had to go through and send links yet a third time when counsel changed course and demanded that the documents be sent to them rather than the expert. Lyneer expects to have a review done and any issues with technology resolved shortly, assuming that the issue is on Lyneer's end in the first instance.

E. NATIVE FILES

Plaintiff points to one document that it claims was not produced in a native format. This is the first instance in which Plaintiff has identified the one document as an issue. Lyneer has reviewed the document and it appears to be a csv file that is extremely lengthy. Lyneer will re-process that document for production. Given the scope of data being processed and the various file formats, the e-discovery is not perfect and there are, at times, file format issues either on the sending or receiving end. Here, it is not clear which. In the event Plaintiff has questions about other documents, they should address them specifically.

Though Plaintiff claims that they "met and conferred" on issues related to the discovery on January 22, 2025, that is not accurate. On January 22, 2025, counsel had a discussion about a continuance in this case. After that discussion, Plaintiff complained that it could not tell what documents were produced. Defendant advised Plaintiff that it did not have a detailed index of the documents because the documents were in an e-database which could be searched, and recommended that Plaintiff do the same. In fact, Defendant requested that Plaintiff set up an e-discovery database from the inception of this discovery process, and Plaintiff refused, instead asking to have the documents loaded into "Dropbox," which is neither secure nor appropriate for a case this size. Nonetheless, Defendant advised Plaintiff that it would see if a general index could be created. No timeline was provided for doing so. Plaintiff has had many of the documents for more than two months, and waited until just recently to request an index. Additionally, during the phone call, Defendant's attorney verbally told Plaintiff how the documents were organized. Plaintiff did not ask any follow up questions or seek further clarification even though Defense counsel was willing at that time to provide insights.

During the phone call, Plaintiff's counsel also generally complained that some files were not produced in native format but did not provide any specifics. Defendant asked Plaintiff to provide additional information about which documents were at issue so that it could be addressed.

Additionally, Plaintiff's general assertation that certain files were not produced natively, however, that claim is problematic for several reasons. First, not all of the records are saved as excel or other formats. Lyneer sometimes receives pdf documents from its clients or elsewhere

that were once excel or CVS but then saved to a pdf. Plaintiff's assumption that every file that looks like an excel spreadsheet was maintained in that fashion is inaccurate. Second, not all of the records were requested or produced as native files. For instance, Plaintiff requested "all documents related to work performed by Plaintiff". Plaintiff's in-box was produced, but it was not produced in a native format with live emails or links, nor would it be appropriate to do so in this instance. Documents attached to those emails were likewise not produced in native format. Examples of documents included in Plaintiff's inbox and not appropriate for production in native format include things like lists of employees with no match social security numbers and sensitive client data. In the event Plaintiff has issues with particular documents, Lyneer will review and evaluate any files that may not have been uploaded in native format.

F. ATTORNEY'S EYES-ONLY DESIGNATION

The protective order provides a mechanism for challenging or removing an attorney's eyes-only designations. Some documents may not appear to be attorney's eyes only but have documents in their families which are. In order to ensure that the document families are maintained and used together, the documents were produced as families. For instance, a cover page email may not have confidential information, but the attachments themselves may include confidential information. As such, the family was marked as attorney's eyes only.

Additionally, in the event, Plaintiff wishes to remove the attorney's eyes-only designation for use, they can do so by removing any confidential information. Indeed, during the deposition of Maria Reyes, which took place recently, many documents were redacted and used for her deposition with no issue.

G. PLAINTIFF CANNOT CLAIM THE PRODUCTION WAS A DATA DUMP

During the last discovery hearing, Defendant argued to the court that certain documents requested by Plaintiff were not relevant, were overbroad, and would lead to a difficult environment for document management and trial. The Court informed the Defendant that relevance was not the standard and ordered a broad production. Plaintiff has failed to identify any of these "irrelevant" documents or improper documents allegedly produced and given the fact that the large majority of the documents produced were located directly in the payroll records files, any such argument

would fail.

Plaintiff requested the time and payroll data for the class and that data has been produced. The data is admittedly complex but that is the nature of this case and of the claims here. Lyneer's counsel is spending approximately $12,000 a year on data hosting and e-discovery costs to review and manage the documents due to the complexity and e-discovery databases are available to Plaintiff to OCR, search and manage the documents in a similar fashion. Defendant has requested from the inception of this case that counsel find a suitable discovery database for better managing the documents and Plaintiff has refused, instead opting for platforms such as dropbox, which are not suitable for a case of this size.

Given the fact that this case is not set for trial until October, and additional document productions are likely for the thousands of employees, Lyneer highly recommends that Plaintiff find a suitable database for future discovery productions to eliminate the difficulties they have had with organizing the voluminous documents in this case.

Dated: February 4, 2025

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE
DAVID H. DANNING

Torey Joseph Favarote

Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

Dated: February 4, 2025

STACEY COOPER LAW P.C.
STACEY M. COOPER

Stacey M. Cooper

Attorneys for Defendant Lyneer Staffing Solutions, LLC

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On February 4, 2025, I served a copy(ies) of the following document(s):

JOINT REPORT IN ADVANCE OF STATUS CONFERENCE

on the parties to this action as follows:

Attorney	**Party(ies) Served**	**Method of Service**
Stacey M. Cooper, Esq. STACEY COOPER LAW, PC 888 Prospect Street, Suite 200 La Jolla, CA 92037 Phone: 619-673-5022 stacey@cooperlawpc.com sandra@cooperlawpc.com	Lyneer Staffing Solutions, LLC	Email

☐ [BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a commercial courier service for overnight delivery to the offices of the addressee(s).

☐ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Ace Attorney Service, Inc. this date.

☒ [BY ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on February 4, 2025, at Long Beach, California.

Thomas Steinhart

EXHIBIT 6

TOREY JOSEPH FAVAROTE (SBN: 198521)
DAVID H. DANNING (SBN: 354477)
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
tfavarote@gleasonfavarote.com
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Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIA REYES, on behalf of all aggrieved employees, Plaintiff, vs. LYNEER STAFFING SOLUTIONS, LLC, a Delaware Limited Liability Corporation; and DOES 1-40, inclusive, Defendants.	Case No. CIVSB2317672 **DECLARATION OF JAMES R. TONEY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL OF PAGA NOTICE; APPROVAL OF ENHANCEMENT AWARD; AND APPROVAL OF ATTORNEYS' FEES AND COSTS** Date: April 22, 2026 Time: 8:30 a.m. Judge: Hon. Stephanie Tanada Dept.: S33 Action Filed: August 1, 2023 Trial Date: None

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DECLARATION OF JAMES R. TONEY

1. I, James R. Toney, declare as follows:

2. I graduated from California State University Long Beach with a Bachelor of Science in Accounting in December of 1988. Thereafter, I obtained my Master of Business Administration degree from Chapman University in December of 1994. I was the General Accounting Manager for the Boeing Company and Payroll Manager for Rockwell International Corporation prior to forming and becoming the principal in JTCalcs, which provides expert consulting services for wage and hour class actions. I have been retained and provided expert analysis in more than 2,200 wage and hour class action lawsuits, as well as several individual wage and hour claims. I have reviewed and analyzed data provided in numerous formats and for multiple business types – retail, entertainment, warehouse, construction, transportation, and medical services. Attached hereto as **Exhibit A** is my current CV. In addition, a testimony list is provided in **Exhibit B**.

3. I was retained by Plaintiff's Counsel in this case as their expert and prior to trial submitted an expert report which contained my analysis of the employee time and payroll data produced in this case. A copy of my expert report is attached hereto as **Exhibit C**. My analysis of the data for the 23 clients of the Defendant that I understand are covered by the proposed settlement is contained in page 6 to 8 of my report. I was prepared to testify in this case just prior to trial on October 10, 2025, but I understand that the case settled at a mandatory settlement conference the day before.

4. The following documents that were produced in discovery were used in preparing the opinions and conclusions contained within this declaration and my expert report.

a. Confidential_Expert_Eyes_Only_Lyneer0680249 through Confidential_Expert_Eyes_Only_Lyneer0680282 (36 files in this series)

b. PAY DATA – Confidential_Expert_Eyes_Only_Lyneer_0050403

c. PAY DATA – Lyneer_002118

5. The total number of employees in the above described data, regardless of what client contract they worked under for the Defendant is 6,847 for the time period of April 4, 2022 through July 7, 2024.

6. I have been asked to determine the number of employees who worked for, and the number of pay periods worked for the following 23 clients in the above described data: 4EXCELSIOR; Calerie Health Hldg LLC.; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2-80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; and World Wide Logistics Group (NTDS) CA.

a. The total number of employees who worked for the above 23 clients in the above described data is 1,797 for the time period of April 4, 2022 through July 7, 2024.

b. The total number of pay periods worked for the above 23 clients in the above described data is 16,926 for the time period April 4, 2022 through July 7, 2024.

7. Using the above described data I have extrapolated out for the approximately 14 week period of July 8, 2024 to October 15, 2024 for which the Defendant did not provide time and payroll data. I can state with a reasonable amount of professional certainty that for the time period of April 4, 2022 to October 15, 2024, that approximately 1,877 employees worked approximately 18,957 pay periods for Defendant under the 23 clients described above. For those employees that

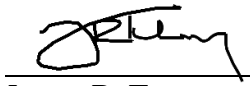
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were on the payroll as of July 7, 2024 for the 23 clients at issue, I calculated the additional pay periods by assuming that the Defendant maintained an employee in that position until October 15, 2024.

8. To a reasonable degree of certainty, the contents of this document represent my opinions for this matter. I reserve the right to alter my opinions should additional information become available or clarified.

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

Executed on March 27, 2026 at Little Rock, AR.



James R. Toney

Exhibit A

31 CHATEL DR
LITTLE ROCK, AR 72223
501-366-4164
JT@JTCalcs.com

JAMES TONEY "JT"

Background

My consulting services for the last 20 plus years have centered in the area of class actions, including wage and hour and disability discrimination lawsuits. In addition to class actions, I have also provided analysis for a number of individual matters. In 2016 JTCalcs was incorporated in Arkansas, and I serve as the principal for this corporation. I have performed analysis for wage and hour lawsuits in more than 2,100 matters and have given deposition or trial testimony on over thirty occasions in the last three years. Data has been provided in numerous formats and for multiple business types – retail, entertainment, warehouse, construction, transportation and medical services.

Education

Master of Business Administration Chapman University Orange, California	December 1994
Bachelor of Science in Business / Accounting California State University, Long Beach Long Beach, California	December 1988

Scope of Work

Consulting activities for wage and hour class actions include:

- Initial payroll data review - testing for completeness, trends, reasonability (examples – workweeks vs. store counts, turnover rates, salary trends)
- Calculation of FTE (full time equivalents) for damage exposure calculations
- Analysis of pay records in connection with legal requirements.
- Analysis of time punch data with focus on rounding and off-clock issues
- Preparation of damage calculations based on multiple scenarios.
- Damages split by category – visibility of wages, interest, and penalties
- Mediation support – adjust calculations / variables "real time" in order to facilitate settlement discussions.
- Calculation of settlement share/member
- Expert Witness testimony

Case Experience (partial list)

Vaquero v. Ashley Furniture Industries Inc.
Bright v. Glendale Adventist Medical Center
John v. Caesars Palace
Lopez v. InTouch Mobile Inc.
Wetzlich v. Shark Ninja
Adams, et al v.Blockbuster Inc.
Kevin Joel, et al v. Athlete's Foot Group Inc.
Fink v. Commercial Fire Protection
Rose v. Rabobank National Association
Castaneda v. San Gabriel Transit Inc
Bart v. Parkview Community Hospital
Hernandez v. PJ Las Vegas LLC
Barry, et al v. Cost Plus
Ware, et al v. McKesson Water Products Co. (Sparkletts)

Case Experience (partial list - continued)

Tett, et al v. Kragen Auto
Parks, et al v. Eastwood Insurance
Lasko-Hoellinger, et al v. UHS
St. Croix v. Cedar Fair
York v. CHOC
Burton v. 24 Hour Fitness USA
Hernandez v. Ruby's Diner Restaurants
Penny v. San Dimas Community Hospital
Castillo v. Long Beach Memorial Hospital
Aaron v. Wendy's of Las Vegas Inc.
Martinez v. SoCal Landscape
Figueroa v. Smith Delivery Services
Ceja v. Davis Development Company
Garcia v. HD Supply
Trevethan v. Big Orange
Troester v. Starbucks
Antezano v. Fossil
Cruz, et al v. Suntory Water (Hinckley & Schmitt)
Tomlinson, et al v. IndyMac Bank
Mutuc, et al v. Huntington Memorial Hospital
Corona v. HOAG Memorial Hospital
Nesbit v. ProCare Nurses LLC
Lopez/Arias v. Citrus Valley Health Partners
Duran v. Big5
Casanova v. Iron Mountain
Mina v. Amazon.com
Ridgeway v. Nabors Completion & Production Svcs
Bran v. International Forklift
Spears v. Health Net of California
Walden v. The State of Nevada – Dept of Corrections
Tatum v. FS Holdings
Robbins v Phillips 66 Company
Chavez v. Texas De Brazil
Alcala v. Laurus College

Related Employment

The Boeing Company
Anaheim, California

Manager, General Accounting – responsible for the direct supervision of accounting related (Overhead Distribution, Labor Control, Financial Statements, Payroll and Timekeeping). Additional position responsibilities included:
oversight of monthly / annual closing schedules and process, setting of overhead rates and liaison with Information Systems on system maintenance and upgrades

Rockwell International Corporation
Anaheim, California

Manager, Payroll – The department was responsible for all payroll activities and benefit distribution for active employees. The division population consisted of 4,000 employees (both union and non-union) with a majority in California but a presence in 9 additional states.

The Capital Group Companies
Brea. California

Supervisor, Corporate Finance & Accounting – supervise the group responsible for the monthly consolidated financial statements and facilitate the external year end audit process. In addition, this group prepared corporate allocations, charitable foundation financials, share price, and tracking of investment activities.

Exhibit B

Cases Testified In Last Four Years

Cite	Date	Court	Case Number	Plaintiff or Defendant
Dana Hufstetler v Clean Energy Fuels Corp.	Deposition August 11, 2025	JAMS Arbitration	ADR NO. 5220006499	P
Edgardo Arillano v Vision Scenery Corporation	Deposition June 26, 2025	Superior Court of the State of California County of Los Angeles, Spring Street Courthouse	21STCV35878	P
Lucia Rush-Alfaro v CHEVRON STATIONS Inc	Deposition April 15, 2025	Superior Court of the State of California County of Los Angeles, Central District - Complex	21STCV29441	P
Montogomery v TARGET CORPORATION	Deposition February 13, 2025	United States District Court - Central District of California	2:19-cv04924-JGB-MRW	P
Herman Huynh v ATLAS assembly Inc	Arbitration Testimony October 22, 2024	American Arbitration Association	12200047247	P
Herman Huynh v ATLAS Assembly Inc	Deposition October 3, 2024	American Arbitration Association	12200047247	P
Cesar Macias v Clay Lacy Aviation Inc	Deposition September 14, 2024	American Arbitration Association	01-22-0003-8957	P
Roy Shauli v AI CALIFORNIA LLC	Deposition September 12, 2024	JAMS Arbitration	5220003215	P
Clara Depina v FEDEX GROUND PAGAGE SYSTEM	Deposition April 26, 2024	United States District Court - Northern District of California	3:23-cv-00156-TLT	P
Vlarissa Vigil v United Healthcare Services	Deposition January 26, 2024	American Arbitration Association	01-23-0000-3278	P
Macias v Clay Lacy Aviation Inc	Deposition October 18, 2023	AAA Arbitration	01-22-0003-8957	P
Metcalf v Yusen Logistics Inc	Deposition February 1, 2023	United States District Court - Central District of California	2:21-cv-05912 GW (PVCx)	P

Cite	Date	Court	Case Number	Plaintiff or Defendant
Ortiz v. Nabors Completion & Production	Arbitration June 18, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058999	P
MCGEE v Tesoro Refining & Manufacturing Company LLC	Deposition June 1, 2022	United States District Court - Northern District of California	Civil Action No. 4:18-cv-05999-JSW	P
Ware v. Nabors Completion & Production	Arbitration March 10, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058933	P
Hudson v. Nabors Completion & Production	Arbitration March 3, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058994	P
Brown v. Nabors Completion & Production	Arbitration February 23, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220059023	P
Murguia v. Nabors Completion & Production	Arbitration January 26, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058939	P
LeCain v. Nabors Completion & Production	Arbitration January 25, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058930	P
Utne v Home Depot	Deposition January 20, 2022	United States District Court - Northern District of California	Case No. 3:16-CV-01854-RS	P
Michelotti v. Nabors Completion & Production	Arbitration January 12, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058936	P
Rosales v. Nabors Completion & Production	Arbitration January 6, 2022	Arbitration JAMS Los Angeles	JAMS Case No.1220058992	P
Galvan v First Student Management	Deposition December 30, 2021	United States District Court - Northern District of California	No.4:18-cv-07378-JST	P
Hollins v. Nabors Completion & Production	Arbitration November 18, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058996	P
Negrete v. Nabors Completion & Production	Arbitration November 1, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058997	P
Ramos v. Nabors Completion & Production	Arbitration October 12, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220059025	P
LeMaster v. Nabors Completion & Production	Arbitration September 30, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058995	P
Vela v. Nabors Completion & Production	Arbitration September 28, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058934	P

Cite	Date	Court	Case Number	Plaintiff or Defendant
Garcia v. Nabors Completion & Production	Arbitration September 22, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220059010	P
Cisneros v. Nabors Completion & Production	Arbitration September 21, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058925	P
Reasner v. Nabors Completion & Production	Arbitration September 20, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058941	P
Andrews v. Nabors Completion & Production	Arbitration August 10, 2021	Arbitration JAMS Los Angeles	JAMS Case No.1220058942	P

Rates

Trial and Deposition Testimony - $300.00 plus expenses

Analysis - $230.00

Exhibit C

TOREY JOSEPH FAVAROTE (SBN: 198521)
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Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIA REYES, on behalf of all aggrieved employees, Plaintiff, vs. LYNEER STAFFING SOLUTIONS, LLC, a Delaware Limited Liability Corporation; and DOES 1-40, inclusive, Defendants.	Case No. CIVSB2317672 EXPERT REPORT AND DECLARATION OF JAMES TONEY FOR TRIAL Judge: Hon. Stephanie Tanada Dept.: S33 Action Filed: August 1, 2023 Trial Date: October 20, 2025

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REPORT AND DECLARATION OF JAMES R. TONEY

1. I James Toney, declare as follows:

Based on request, the following analysis has been performed.

- Determine the rounding policy impact to employees that were not paid to the minute for all time on the clock.

- Determine the frequency and compensation impact to employees that were not paid daily overtime. These employees were paid at the straight time rate for overtime hours, resulting in unpaid premium dollars when they worked over 8.0 hours in a workday.

- Perform analysis of punch records to determine the count of meal break violations when employees worked over 6 hours in a workday without a meal period and/or over 12 hours in a workday without a second meal period.

The time records, which were provided in electronic format, cover a period that spans March 22, 2022 through July 7, 2024. The employee count for the records provided is 6,938.

2. Qualifications

I graduated from California State University Long Beach with a Bachelor of Science in Accounting in December of 1988. Thereafter, I obtained my Master of Business Administration degree from Chapman University in December of 1994. I was the General Accounting Manager for the Boeing Company and Payroll Manager for Rockwell International Corporation prior to forming and becoming the principal in JTCalcs, which provides expert consulting services for wage and hour class actions. I have been retained and provided expert analysis in more than 2,200 wage and hour class action lawsuits, as well as several individual wage and hour claims. I have reviewed and analyzed data provided in numerous formats and for multiple business types – retail, entertainment, warehouse, construction, transportation, and medical services. Attached hereto as Exhibit A is my current CV. In addition, a testimony list is provided in Exhibit B.

3. Expert Compensation

The hourly rates charged by category are:

a. Data Analysis - $200.00 per hour

b. Deposition and Trial Support - $250.00 per hour

c. Travel - $200.00 per hour

4. Documents Reviewed

The following documents provided from Plaintiff's attorney were used in preparing the opinions and conclusions contained within this declaration.

- Confidential_Expert_Eyes_Only_Lyneer0680249 through Confidential_Expert_Eyes_Only_Lyneer0680282 (36 files in this series)
- PAY DATA – Confidential_Expert_Eyes_Only_Lyneer_0050403
- PAY DATA – Lyneer_002118
- UA_Part 1 – contains time punch information
- UA_Part 2 – contains time punch information
- UA_Part 3 - contains time punch information
- UA_Part 4 - contains time punch information
- UA_Part 5 - contains time punch information
- UA_Part 6 - contains time punch information

5. Time Punch Rounding Analysis

Lyneer Staffing employs a rounding policy for some clients. The time punch records were analyzed to determine the impact of the policy on employee compensation. A portion of the records show that employee time punch hours and pay hours match without rounding, resulting in no impact to the employee. These periods were removed from the analysis so that the focus would be on the rounding periods at issue where the employees were not paid to the minute. The total pay period count analyzed was 37,122 with 17,219 or 46.4% showing a difference between hours worked and hours paid, meaning not all employees were paid to the minute for time worked on the clock.

Time punch hours and payroll hours were grouped by employee name and the pay period ending date. First, the time punch records were utilized to determine the total hours worked per shift. Once the daily shift hours were determined, they were totaled by pay period. Below is an example for R. Gomez working for client "4EXCELSIOR" for the period ending July 10, 2022.

Employee & Pay Period End	Shift	Shift Start	Meal Start	Meal End	Shift End	Total Hour
L. R Gomez 7/10/22	7/5/2022	4:52 AM	9:34 AM	10:04 AM	1:30 PM	8.13
L. R Gomez 7/10/22	7/6/2022	4:54 AM	9:04 AM	9:34 AM	10:08 AM	4.73
L. R Gomez 7/10/22	7/7/2022	4:55 AM	9:33 AM	10:03 AM	1:30 PM	8.08
L. R Gomez 7/10/22	7/8/2022	4:55 AM	9:30 AM	10:00 AM	1:30 PM	8.08
					Total	29.02

Payroll records for the above period show hours paid at 28.62 which is 0.4 hours, or 24 minutes less than the hours worked for L. R Gomez.

Additional examples are provided for M. Campos for the period ending February 12, 2023, J. Graciela for the period ending April 7, 2024, and R. Ramierz for the period ending July 17, 2022.

Employee & Pay Period End	Shift	Shift Start	Meal Start	Meal End	Shift End	Total Hour
M. Campos 2/12/23	2/7/2023	4:58 AM	9:34 AM	10:04 AM	3:29 PM	10.02
M. Campos 2/12/23	2/8/2023	4:55 AM	9:00 AM	9:30 AM	3:28 PM	10.05
M. Campos 2/12/23	2/9/2023	4:55 AM	9:00 AM	9:30 AM	3:28 PM	10.05
						30.12

Payroll records for the above period show hours paid at 30.0 which is 0.12 hours, or 7 minutes less than the hours worked for M. Campos.

Employee & Pay Period End	Shift	Shift Start	Meal Start	Meal End	Shift End	Total Hour
J. Graciela 4/7/24	4/1/2024	4:55 AM	9:00 AM	9:30 AM	3:34 PM	10.15
J. Graciela 4/7/24	4/2/2024	4:56 AM	9:00 AM	9:30 AM	3:32 PM	10.10
J. Graciela 4/7/24	4/3/2024	4:56 AM	9:00 AM	9:30 AM	3:29 PM	10.05
J. Graciela 4/7/24	4/4/2024	4:57 AM	9:00 AM	9:30 AM	3:31 PM	10.07
						40.37

Payroll records for the above period show hours paid at 40.0 which is 0.37 hours, or 22 minutes less than the hours worked for J. Graciela.

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Employee & Pay Period End	Shift	Shift Start	Meal Start	Meal End	Shift End	Total Hour
R. Ramierz 7/17/22	7/15/2022	3:57 AM	8:02 AM	8:33 AM	3:34 PM	11.10
R. Ramierz 7/17/22	7/16/2022	5:00 AM	9:07 AM	9:37 AM	4:34 PM	11.07
R. Ramierz 7/17/22	7/17/2022	4:59 AM	9:04 AM	9:34 AM	4:37 PM	11.13
						33.30

Payroll records for the above period show hours paid at 33.0 which is 0.30 hours, or 18 minutes less than the hours worked for R. Ramierz.

The above four examples shows a total hours worked of 132.81 hours but the related hours paid totaled 131.62. The difference between the hours worked of 132.81 and the hours paid of 131.62 equals an underpayment of 1.19 hours. The total unpaid minutes is calculated by multiplying 1.19 times 60 (minutes in an hour) or 71 unpaid minutes. The above process was repeated for the 17,219 periods available for analysis. The overall results were that 60.9% of periods were observed to result in unfavorable rounding while 39.1% rounded favorably to the employee. Below is a percentage breakdown by client showing the split between unfavorable and favorable periods.

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Client Name	% of Unfavorable Periods	% of Favorable Periods
4EXCELSIOR	65.3%	34.7%
Calerie Health Hldg LLC.	71.6%	28.4%
Cosmetic Enterprises, Ltd.	59.3%	40.7%
Craftech Corporation	51.6%	48.4%
DG LOGISTICS	99.7%	0.3%
Expert Coatings & Graphics, Inc.	54.4%	45.6%
Fantasy Files Inc.	20.0%	80.0%
Fashion Logistics (Branch 80)	48.7%	51.3%
Killer Merch, LLC- 20630 PLUMMER	49.8%	50.2%
Killer Merch,LLC- 9541 MASON	44.5%	55.5%
Lacerta Group, LLC.	64.4%	35.6%
Linzer Products Corp.	59.6%	40.4%
NTDS 2- 80-MSP	56.6%	43.4%
O.C. Pallets	50.0%	50.0%
PINTO EXPRESS INC	99.0%	1.0%
SANTA FE WAREHOUSE-COMMERCE	64.9%	35.1%
Sojo Industries	57.7%	42.3%
Sojo Industries (Nevada)	48.0%	52.0%
Three Hands Corporation-Unloaders	48.2%	51.8%
Under Armour-Fontana	63.1%	36.9%
UNIQUE LOGISTICS INTERNATIONAL (90)	68.2%	31.8%
UPS CA 01	54.7%	45.3%
World Wide Logistics Group (NTDS)CA	54.1%	45.9%
Total	60.9%	39.1%

The above percentages are provided graphically in Exhibit C.

The total number of periods show net unfavorable rounding is 10,487 with a total unfavorable minute count of 249,525 or 4,158.75 hours. The average number of unfavorable minutes per period is the total minute count 249,525 divided by 10,487 pay periods or 23.8 minutes per pay period. A breakdown of the unfavorable minute count by client is provided below.

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Client Name	Pay Period Count	Number of Unfavorably Rounded Periods	Number of Unfavorable Minutes
4EXCELSIOR	2,360	1,542	(15,173)
Calerie Health Holding LLC.	176	126	(1,220)
Cosmetic Enterprises, Ltd.	869	515	(22,677)
Craftech Corporation	1,837	948	(7,616)
DG LOGISTICS	953	950	(109,891)
Expert Coatings & Graphics, Inc.	204	111	(785)
Fantasy Files Inc.	535	107	(1,159)
Fashion Logistics (Branch 80)	78	38	(38)
Killer Merch, LLC- 20630 PLUMMER	249	124	(325)
Killer Merch,LLC- 9541 MASON	362	161	(796)
Lacerta Group, LLC.	163	105	(4,041)
Linzer Products Corp.	386	230	(2,573)
NTDS 2- 80-MSP	53	30	(210)
O.C. Pallets	34	17	(147)
PINTO EXPRESS INC	290	287	(9,136)
SANTA FE WAREHOUSE-COMMERCE	743	482	(16,494)
Sojo Industries	71	41	(303)
Sojo Industries (Nevada)	221	106	(1,113)
Three Hands Corporation-Unloaders	1,369	660	(3,387)
Under Armour-Fontana	5,094	3,214	(39,494)
UNIQUE LOGISTICS INTERNATIONAL (90)	393	268	(3,555)
UPS CA 01	572	313	(8,259)
World Wide Logistics Group (NTDS)CA	207	112	(1,133)
	17,219	10,487	(249,525)

There are 1,817 employees observed in the rounding analysis data. The number of employees that experienced at least one pay period with unfavorable rounding is 1,478 or 81.3%. Exhibit D shows a comparison by client of the number of employees versus the number of employees that experienced at least 1 unfavorable pay period.

6. Unpaid Overtime Premium Analysis

Employees were negatively impacted due to the underpayment of daily overtime hours. A comparison of payroll data and time punch data shows that a percentage of employees worked daily overtime (a single shift with hours in excess of 8.0) but were paid at a straight rate for these hours over 8.0. The time punch data hours were totaled by employee and pay period in preparation for a

comparison to payroll records. The punch data and payroll data were linked based on a created field that combined an employee name and the pay period end date. The created field is found in both time punch and payroll files. The linking of these two files created a comparison base of 60,400 periods. Prior to the comparison of overtime hours, the total hours for time punch and payroll by period were analyzed. The periods excluded from the analysis were the periods where the difference between the paid total hours and worked hours was larger than 1.0 hour or less than 1.0 hour. Periods with a difference of more than one hour (positive or negative) are assumed to be impacted by other factors and were excluded. The pay period count available for analysis is 47,774 or 79%. The number of employees available for analysis is 3,581 with 1,431 or 40.0% experience at least one period with an underpayment. The number of periods where an underpayment was observed totaled 11,267 or 23.6%.

Below is an underpayment example for Maria Reyes for the pay period ending June 5, 2022.

	Punch Data - Hours Worked			Payroll Data - Hours Paid		
Period Ending	Straight Time Hours	Overtime Hours	Total Hours	Straight Time Hours	Overtime Hours	Total Hours
6/5/2022	24.00	6.15	30.15	30.00	0.00	30.00

In the above example there were 6.15 daily overtime hours observed in the time punch data but no overtime hours were observed in the payroll records. Payroll data shows that all hours were paid at the straight time rate. The difference between the time punch hours and the payroll hours is 0.15 or 9 minutes. The example shows that the employees' total hours were unfavorably rounded down to a total of 30.0 hours. The total unpaid amount due to the employee for this period is the following.

- Unpaid premium dollars related to the 6.0 hours of daily overtime. The amount due would be the straight-time rate multiplied by 0.5 multiplied by 6.0 hours. Based on a average straight time rate of $16.84, this would result in an unpaid premium rate of $16.84 multiplied by 0.5 or $8.42, multiplied by 6.0 hours for an amount due of $50.52.

- The rounding for this period would be the unpaid amount of 0.15 hours multiplied by $25.26 ($16.84 * 1.5) or $3.78.
- Total amount due for the period is $50.52 plus $3.78 or $54.30.

Below is an underpayment example for F. Lopez Cruz for the pay period ending April 28, 2024.

	Punch Data - Hours Worked			Payroll Data - Hours Paid		
Period Ending	Straight Time Hours	Overtime Hours	Total Hours	Straight Time Hours	Overtime Hours	Total Hours
4/28/24	32.00	8.35	40.35	40.00	0.00	40.00

In the above example there were 8.35 daily overtime hours observed in the time punch data but no overtime hours were observed in the payroll records. Payroll data shows that all hours were paid at the straight time rate. The difference between the time punch hours and the payroll hours is 0.35 or 21 minutes. The example shows that the employees' total hours were unfavorably rounded down to a total of 40.0 hours. The total unpaid amount due to the employee for this period is the following.

- Unpaid premium dollars related to the 8.0 hours of daily overtime. The amount due would be the straight-time rate multiplied by 0.5 multiplied by 8.0 hours. Based on a average straight time rate of $16.84, this would result in an unpaid premium rate of $16.84 multiplied by 0.5 or $8.42, multiplied by 8.0 hours for an amount due of $67.36.

- The rounding for this period would be the unpaid amount of 0.35 hours multiplied by $25.26 ($16.84 * 1.5) or $8.84.
- Total amount due for the period is $67.36 plus $8.84 or $76.20.

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Below is an underpayment example for M. Arco for the pay period ending April 9, 2024.

	Punch Data - Hours Worked			Payroll Data - Hours Paid		
Period Ending	Straight Time Hours	Overtime Hours	Total Hours	Straight Time Hours	Overtime Hours	Total Hours
4/9/23	32.00	8.27	40.27	40.00	0.27	40.27

In the above example there were 8.27 daily overtime hours observed in the time punch data but only 0.27 overtime hours were observed in the payroll records. Payroll data shows that 8.0 hours of overtime hours worked were paid at the straight time rate. The total unpaid amount due to the employee for this period is the following.

- Unpaid premium dollars related to the 8.0 hours of daily overtime. The amount due would be the straight-time rate multiplied by 0.5 multiplied by 8.0 hours. Based on a average straight time rate of $16.84, this would result in an unpaid premium rate of $16.84 multiplied by 0.5 or $8.42, multiplied by 8.0 hours for an amount due of $67.36.
- Total amount due for the period is $67.36.

Below is an underpayment example for J. Ortiz for the pay period ending January 8, 2023.

	Punch Data - Hours Worked			Payroll Data - Hours Paid		
Period Ending	Straight Time Hours	Overtime Hours	Total Hours	Straight Time Hours	Overtime Hours	Total Hours
1/8/23	32.00	8.30	40.30	40.00	0.00	40.00

In the above example there were 8.30 daily overtime hours observed in the time punch data but no overtime hours were observed in the payroll records. Payroll data shows that all hours were paid at the straight time rate. The difference between the time punch hours and the payroll hours is 0.30 or 18 minutes. The example shows that the employees' total hours were unfavorably rounded down to a total of 40.0 hours. The total unpaid amount due to the employee for this period is the

following.

- Unpaid premium dollars related to the 8.0 hours of daily overtime. The amount due would be the straight-time rate multiplied by 0.5 multiplied by 8.0 hours. Based on a average straight time rate of $16.84, this would result in an unpaid premium rate of $16.84 multiplied by 0.5 or $8.42, multiplied by 8.0 hours for an amount due of $67.36.
- The rounding for this period would be the unpaid amount of 0.30 hours multiplied by $25.26 ($16.84 * 1.5) or $7.57.
- Total amount due for the period is $67.36 plus $7.57 or $74.93.

Data shows that over 95% of the periods with an overtime issue are found in seven client locations. Plaintiff Maria Reyes also experienced unpaid overtime hours. The counts by location are found below.

Client Name	Period Count	OT Underpaid Period Count	Issue Period Percentage	OT Hours Paid At Straight Time Rate
Under Armour-Fontana	8,424	7,529	89.4%	37,491.62
Cosmetic Enterprises, Ltd.	2,386	1,770	74.2%	10,629.10
4EXCELSIOR	5,599	630	11.3%	138.27
SANTA FE COMMERCE	2,482	331	13.3%	197.76
PINTO EXPRESS INC	478	191	40.0%	61.45
DG LOGISTICS	202	170	84.2%	120.05
UNIQUE LOGISTICS INTL (90)	501	124	24.8%	28.03
Total	47,774	11,267		49,652.18
Maria Reyes (5/29/22 through 7/17/22)	7	6	85.7%	30.53

The total sample daily overtime hours that were paid at the straight-time rate are 49,652.18. Based on the straight time rate of $16.84 multiplied by 0.5, the underpayment rate is $8.42. The underpayment amount is $8.42 multiplied by 49,652.18 or $418,071.36.

7. Meal Break Analysis – First Break Shifts > 6.0 hours and Second Break Shifts > 12.0 Hours

Sample group data was provided in a series of Excel files. These files were consolidated into a single file and the data was prepared for analysis. The sample data contained information for 6,938 employees spanning the period March 22, 2022 through July 7, 2024. There are approximately 402,000 shifts available for analysis. The meal break requirements for shifts greater than 6.0 hours are the following.

- For shifts of at least 6.0 hours, if no meal break is observed, the meal break is considered missed.
- For shifts greater than 12.0 hours, a second meal is required. If two breaks are not observed, the second meal break is considered missed.
- Once all violations are noted a subsequent calculation is performed. A net violation rate is calculated which allows for a maximum of one violation per shift. For example, a shift that shows a meal that was both late and short has a maximum of one when calculating damages.

The details by violation category is provided below.

- Shift Count – 402,117
- Shifts Count Hours > 6.0 – 378,755 or 94.2%
- Missed 1st Meal Break – 13,957 or 3.7%
- Missed 2nd Meal Break – 370 or 0.1%

The data set contains 6,938 employees and 951 or 13.7% experienced at least one meal break violation. The count of pay periods observed in the data was 96,648. Pay periods containing at least one violation numbered 4,650 or 4.8%.

8. Summary – Period Counts

- Unfavorable Rounding Period Count (PAGA Code 510/1198) – 10,487 periods at $100

equals $1,048,700

- Unpaid Premium Wage/Overteim Period Count (PAGA Code 510) – 11,267 periods at $100 equals $1,126,700

- Meal Break Violation Period Count (PAGA Code 226.7) – 4,650 periods at $100 equals $465,000

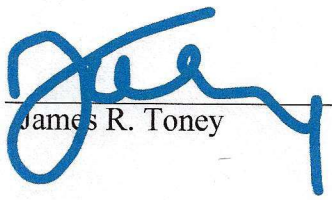
- Paystub Penalty Period Count (PAGA Code 226) – 20,632 periods at $50 equals $1,031,600.

- Waiting Time Penalty Count (PAGA Code 203) – Termination Count of at least 1,647 employees at $100 equals $164,700. Employees who have no time or payroll records for at least a month or longer were deemed to be terminated.

To a reasonable degrcc of certainty, the contents of this document represent my opinions for this matter. I reserve the right to alter my opinions should additional information become available or clarified.

I declare under penalty of perjury under the laws of the State of California and under the laws of the United States of America that the foregoing is true and corrcct.

Dated: September 2, 2025



James R. Toney

EXHIBIT 7

GLEASON & FAVAROTE LLP

213.452.0510 Main
213.452.0514 Fax

4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

gleasonfavarote.com

April 4, 2023

VIA ELECTRONIC SUBMISSION

Stewart Knox
Secretary
California Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: **Maria Reyes v. Lyneer Staffing Solutions LLC**
California Labor Code section 2698, *et seq.* violations

Dear Mr. Knox:

I am writing on behalf of aggrieved employee Maria Reyes ("Reyes"). This notice is being made to the Labor & Workforce Development Agency ("LWDA") pursuant to the requirement of Labor Code section 2698 *et al.* that Reyes, and other aggrieved employees, who were employed by Lyneer Staffing Solutions LLC as well as Does 1-10 who may also operate as part of Lyneer Staffing Solutions LLC but are as of yet unidentified (herein all of the above are collectively referred to as "Lyneer" or the "Company"), as non-exempt hourly employees in California and as misclassified managers (the "Aggrieved Employees"). Lyneer employed Reyes as a payroll processor since 2012 and started her as an hourly employee but then reclassified her as an exempt employee without any change in her job duties other than an increase in the amount of work. Lyneer is a joint employer with its customers when it provides temporary staffing. As such, Lyneer's clients are obligated to pay any penalties or damages that Lyneer is unable to pay under Labor Code section 2810.3.

Reyes, and each of the Aggrieved Employees described above, suffered from one or more of the following Labor Code violations by their current or former employer Lyneer. Reyes and the other Aggrieved Employees' employment with Lyneer was governed by the California Wage Orders, and California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802.

Reyes originally worked for Lyneer as a non-exempt hourly employee in southern California, but in 2016 was reclassified as an exempt employee without any change in her job responsibilities. Reyes does not manage any other employees, does not exercise any discretion in her job, and spent the vast majority of her time doing non-exempt work such as printing checks, sorting checks, stuffing checks into envelopes, inputting payroll, and driving to deliver checks to Lyneer offices in her personal vehicle for which she was not fully reimbursed in violation of Labor Code section 2802.

Reyes and the other Aggrieved Employees were not paid overtime for all time worked after 8 hours of work in a workday/shift, 7 workdays in a workweek, and/or 40 hours worked in a workweek. Reyes and the other Aggrieved Employees are instructed to clock in and out and to enter a description of their work performed each time they use the timeclock. Reyes and the other Aggrieved Employees are often required to work off the clock on weekends and after hours and sometimes seven days a week but are paid only at their regular rate of pay without overtime. In addition to the above, Reyes and the other Aggrieved Employees are also not paid for all of the time spent working for Lyneer and for all of the time that they are under its control. Additionally, Reyes and the other Aggrieved Employees are often paid below minimum wage when all hours worked are considered.

Reyes and the other Aggrieved Employees also were not provided with legally adequate meal periods and rest breaks, and Lyneer does not pay premiums for non-compliant/unprovided meal periods and rest breaks. If any premiums or bonuses were ever paid, Lyneer did not pay any premiums at the Aggrieved Employees' correct regular rate of pay/compensation. Reyes and the other Aggrieved Employees were not provided with duty free meal periods and rest breaks as they are always on call for Lyneer clients and supervisors. Lyneer keeps some records of when work periods and meal periods begin and end and but still does not pay premiums for late, short or interrupted meal periods and/or rest breaks. Lyneer does not provide second meal periods after more than 10 hours of work in a workday, and does not provide second or third paid rest breaks for shifts over 8 hours as required by California law. These policies are in violation of Labor Code §§ 226.7, 512, 558, 1198, and the IWC Wage Orders.

Reyes is informed and believes that it is Lyneer's uniform practice and procedure to not reimburse its employees for the use of their personal cellular devices and associated cellular service and/or data service plans which they use in the performance of their job in communicating with clients and managers, for the purchase and upkeep of their home office equipment, for the full expense associated with the use of their personal vehicles for work, and for the purchase of other equipment and miscellaneous supplies necessary to their job duties but not provided by Lyneer. Reyes and the other Aggrieved Employees are expected to use their personal cellular telephones to communicate with Lyneer management/staff as part of their job duties both during regular work hours and after work.

Reyes is also informed and believes that Lyneer's above mentioned uniform policies and procedures are unlawful and have further caused Lyneer to intentionally provide incorrect wages statements which do not accurately display all of the information required by Labor Code § 226(a), including but not limited to not accurately providing the gross wages earned, total hours worked by the employees, net wages earned and all hourly rates in effect in the pay period and the corresponding correct number of hours worked at each hourly rate by the employee. This has also resulted in a failure to keep accurate employment records under Labor Code §§ 226(b), 1174, and 1175, which Lyneer already fails to keep for the time required by statute. Lyneer additionally has a policy of not paying all wages at termination by waiting several days or until the next regularly scheduled payday to pay termination wages and not paying all wages at termination. Lyneer's failure to pay all earned overtime and premium wages also results in a

failure to pay all wages at termination. All of these policies and practices are in violation of Labor Code sections 201, 202(a), 203, 226(a) and (b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the relevant IWC Wage Orders.

Sincerely,

GLEASON & FAVAROTE LLP



Torey Joseph Favarote

TJF/dd

cc Lyneer Staffing Solutions LLC, c/o Incorp Services, Inc. (C2294569), agent for service of process

GLEASON & FAVAROTE LLP

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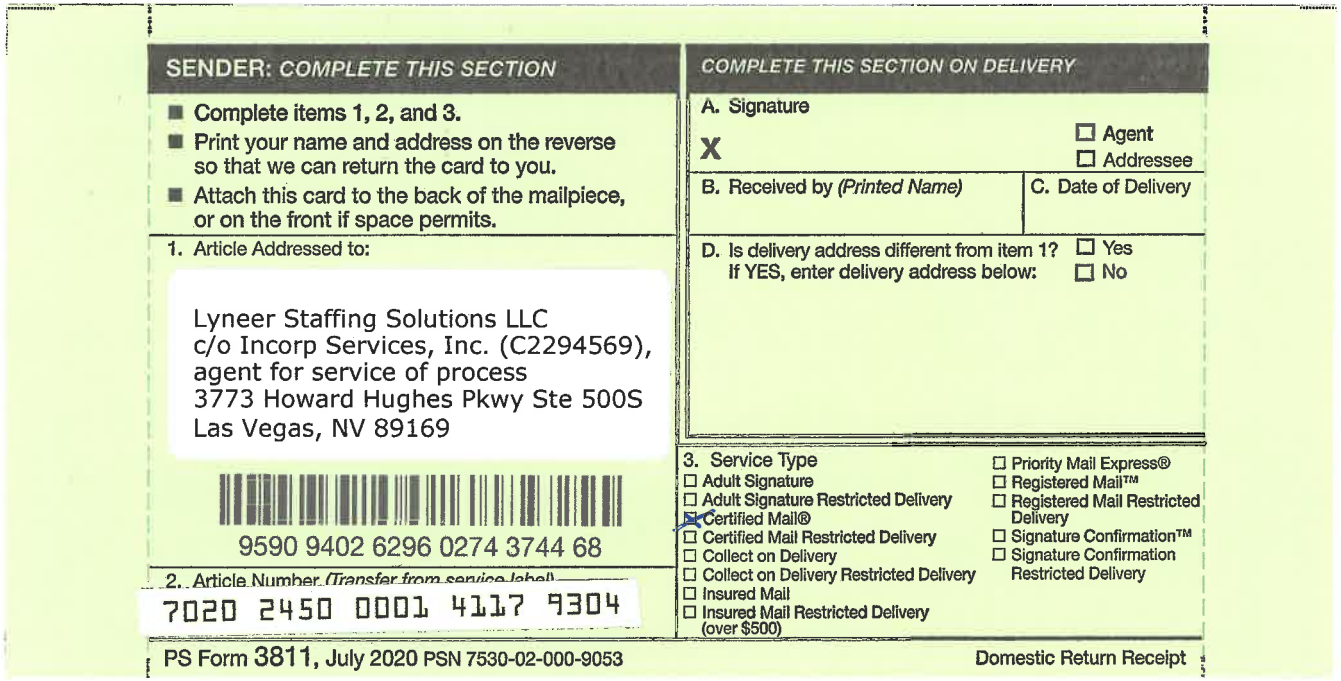
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Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569), agent for service of process
3773 Howard Hughes Parkway Ste 500S
Las Vegas, NV 89169



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agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169

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Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169

9590 9402 6296 0274 3744 68

2. Article Number (Transfer from service label)
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT 8

COPY

TOREY JOSEPH FAVAROTE (SBN: 198521)
GLEASON & FAVAROTE LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
tfavarote@gleasonfavarote.com

Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 01 2023

BY: Michelle Gomez-Casillas, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIA REYES, on behalf of all aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2317672

PAGA COMPLAINT FOR PENALTIES

1. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §§ 2698 ET SEQ. ("PAGA").

DEMAND FOR TRIAL BY JURY

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Representative Plaintiff, Maria Reyes (herein referred to as "Plaintiff" or "Reyes"), has brought this action against defendant Lyneer Staffing Solutions, LLC (hereinafter "Lyneer"), and DOES 1-40 (hereafter collectively referred to as "Defendant"). Plaintiff is informed and believes, and on that basis alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Maria Reyes was at all times relevant to this action, an employee of Defendant as a payroll processor in California and throughout Southern California.

2. Defendant Lyneer is a Delaware limited liability corporation registered, qualified, and doing business in the State of California, with its principal place of business in Southern California.

3. Jurisdiction and venue are also proper in this Court because many of the claims alleged herein arose in San Bernardino County and Defendant does business throughout San Bernardino County and the state of California, in each case, at the times relevant herein. Pursuant to California Code of Civil Procedure section 395(a), venue is proper in this County because the majority of the harm to the aggrieved employees occurred in this County.

4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1-40. Defendants DOES 1-40 are sued herein under fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages as alleged herein as a joint employer of the aggrieved employees. Plaintiff does not at this time know the true names or capacities of said defendants but prays that the same may be inserted herein when ascertained.

5. At all times relevant, each and every Defendant was an agent and/or employee of each and every other defendant. In doing the things alleged in the causes of action stated herein, each and every Defendant was acting within the course and scope of this agency or employment, and was acting with the consent, permission, and authorization of each remaining Defendant. All actions of each Defendant as alleged herein were ratified and approved by every other Defendant or their officers or managing agents.

6. Plaintiff is informed and believes and thereon alleges that in performing the unlawful acts alleged herein, each Defendant was the agent, employee and representative of each of the remaining Defendants, and in doing the unlawful things alleged was acting within the course, purpose, scope and authority of such agency, employment or representation.

7. Each act was done with malice, oppression, and was despicable conduct entitling Plaintiff to punitive and exemplary damages.

STATEMENT OF FACTS

8. This is a PAGA action pursuant to California Code of Civil Procedure section 382, on behalf of all aggrieved employees who worked for Defendant in California as a misclassified employee and/or an hourly non-exempt employee for: (i) failure to pay all overtime wages in violation of Labor Code §§ 510, 1194, 1198, 558, 558.1, and the IWC Wage Orders; (ii) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (iii) failure to pay minimum wages for off the clock work in violation of Labor Code §§ 558, 558.1, 1194, 1197, 1198 and the IWC Wage Orders; (iv) failure to pay waiting time penalties in violation of Labor Code §§ 201-203; (v) failure to provide accurate wage statements and keep accurate business records in violation of Labor Code §§ 226 and 1174; (vi) failure to provide meal periods and rest breaks or compensation in lieu thereof in violation of Labor Code §§ 512 and 226.7; and (vii) unlawful business practices in violation of Bus. & Prof. Code section 17200 *et seq*.

9. For at least one year and 65 days prior to the filing of this action through the present Defendant has had a consistent policy and practice of failing to pay its employees minimum wages for all work performed. Among other unlawful practices, Defendant has a pattern and practice of misclassifying its employees and paying below minimum wage for all hours worked for hourly non-exempt employees. Furthermore, Defendant is fully aware of the hours its employees work as it requires all employees regardless of classification to clock in and out and enter a description of their work on their timecards. Defendant also has a pattern and practice of not paying for all work performed by its non-exempt employees, including but not limited to, deliberately withholding payment conditioned on various pieces of paperwork, the completion of which is also not compensated, and requiring employees to drive to Defendant's offices to retrieve their paychecks

without compensation.

10. For at least one year and 65 days prior to the filing of this action through the present Defendant has had a consistent policy and practice of failing to pay its employees, overtime wages. Defendant has a pattern and practice of not paying overtime for all hours worked in excess of 8 hours in a workday and does not pay double time for all hours worked in excess of 12 hours in a workday. Defendant has a pattern and practice of not paying overtime for all hours worked on the seventh day of each workweek.

11. For at least one year and 65 days prior to the filing of this action through the present Defendant has had a consistent policy and practice of requiring its employees to accept and respond to work related calls and texts on their personal cellular telephones. Plaintiff and the other aggrieved employees have at all times relevant to this complaint been required to respond to work related calls, texts, and emails on their personal cellular telephones at all times, even during hours when they are not on the clock. Defendant also has a consistent policy and practice of not reimbursing Plaintiff and the other aggrieved employees for home office equipment, for the full expense associated with the use of their personal vehicles for work, and for the purchase of other equipment and miscellaneous supplies necessary to their job duties but not provided by Defendant.

12. For at least one year and 65 days prior to the filing of this action through the present Defendant has had a consistent policy and practice of not providing Plaintiff and the other aggrieved employees with legally adequate meal periods and rest breaks. Defendant does not pay premiums for non-compliant meal periods and rest breaks. If any premiums or bonuses were ever paid, Defendant did not pay any premiums at the aggrieved employees' correct regular rate of pay/compensation as it did not include all forms of compensation into the calculation. Plaintiff and the other aggrieved employees were not provided with duty free meal periods and rest breaks as they are always on call for Defendant and its supervisors. Defendant does not provide second meal periods after more than 10 hours of work in a workday and does not provide a second or third paid rest break for shifts over 6 hours as required by California law.

13. Defendant's failure to pay minimum wages, overtime, meal period premiums, rest break premiums, and practice of intentionally withholding payment at termination has resulted in

the receipt of inaccurate wage statements which did not list the correct amount of hours worked, wages earned, and/or the rates worked at for the pay period. This failure to pay for all work performed has also resulted in a failure to pay all wages at termination.

14. Defendant is a nationwide staffing company that has numerous offices throughout California. Defendant employs hundreds of employees, often jointly with other companies, in California and generates millions of dollars in revenue each year. Defendant is a both a statutory and common law joint employer of the aggrieved employees Lyneer provides to other companies (DOES 1-40), who are yet unknown defendants. Furthermore, Defendant Lyneer was a "Labor contractor" within the meaning of Labor Code § 2810.3 as it is an entity that "supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." Defendant Lyneer's clients are also "client employers" within in the meaning of Labor Code § 2810.3 who share "all civil legal responsibility and civil liability" with Defendant Lyneer.

15. Plaintiff has noticed both the California Labor and Workforce Development Agency ("LWDA") and Defendant of these violations, along with the facts and theories in support, in the PAGA notice letter attached hereto as **Exhibit A**, which is incorporated by reference.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2698 ET. SEQ. PAGA

(Plaintiff against Defendant and Does 1 through 20, Inclusive)

16. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though fully set forth herein.

17. As set forth in detail in the paragraphs above and in Plaintiff's complaint to the California Labor and Workforce Development Agency ("LWDA"), attached hereto as **Exhibit "A"** and incorporated for all purposes to these allegations, for the one (1) year period preceding the filing of the PAGA notice letter with the LWDA on April 4, 2023, Defendant had a uniform policy and practice of not paying minimum wage or overtime to Plaintiff and the aggrieved employees, failed to reimburse Plaintiff and the aggrieved employees for incurred and necessary business

expenses, failed to pay straight and minimum wages for hours worked by the aggrieved employees, failed to provide the aggrieved employees with lawful itemized wage statements, failed to remit all wages owed to Plaintiff and the aggrieved employees at the time of termination, and failed to provide Plaintiff and the aggrieved employees with lawful, statutory, meal and rest periods all in violation of the California Wage Orders, the Cal. Code of Regulations (CCR) §§11040, 11090, and California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 515, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, and 2802.

18. California Labor Code section 2698 *et seq.* provides employees with a private right of action to remedy an employer's failure to comply with Labor Code sections designated in Labor Code section 2699.5. Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 515, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, and 2802, all of which Defendant has violated as alleged above and as stated in detail in **Exhibit "A"** which is incorporated by reference. These sections are provided for under Labor Code section 2699.5. Penalties for violations under Labor Code section 2699(f)(2) are one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200.00) per subsequent violation for each aggrieved employee per pay period.

19. Plaintiff has exhausted the administrative prerequisites to file a claim under Labor Code section 2698 *et seq.* by first sending notice to the California Labor Workforce and Development Agency ("LWDA") online filing system on April 4, 2023, along with a certified copy to Defendant. (Attached hereto as **Exhibit "A"**). It has been over 65 days since the exhaustion and Plaintiff has not received confirmation from the LWDA that it will not investigate the complaint within the time limits set forth in Labor Code section 2699.3(a)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and penalties against Defendant, and each of them, as follows:

1. For all statutory penalties available under Labor Code section 2698 *et seq.* and costs of suit incurred herein and reasonable attorneys' fees pursuant to PAGA;

2. For injunctive relief;

3. For costs of suit incurred herein and reasonable attorneys' fees pursuant to the referenced statutes; and

4. For such other and further relief as the Court may deem just and proper.

Dated: August 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: _____
Torey Joseph Favarote

Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: August 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: _____
Torey Joseph Favarote

Attorneys for Plaintiff Maria Reyes on behalf of all aggrieved employees

EXHIBIT A

GLEASON & FAVAROTE LLP

213.452.0510 Main
213.452.0514 Fax

4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

gleasonfavarote.com

April 4, 2023

VIA ELECTRONIC SUBMISSION

Stewart Knox
Secretary
California Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: **Maria Reyes v. Lyneer Staffing Solutions LLC**
California Labor Code section 2698, *et seq.* violations

Dear Mr. Knox:

I am writing on behalf of aggrieved employee Maria Reyes ("Reyes"). This notice is being made to the Labor & Workforce Development Agency ("LWDA") pursuant to the requirement of Labor Code section 2698 *et al.* that Reyes, and other aggrieved employees, who were employed by Lyneer Staffing Solutions LLC as well as Does 1-10 who may also operate as part of Lyneer Staffing Solutions LLC but are as of yet unidentified (herein all of the above are collectively referred to as "Lyneer" or the "Company"), as non-exempt hourly employees in California and as misclassified managers (the "Aggrieved Employees"). Lyneer employed Reyes as a payroll processor since 2012 and started her as an hourly employee but then reclassified her as an exempt employee without any change in her job duties other than an increase in the amount of work. Lyneer is a joint employer with its customers when it provides temporary staffing. As such, Lyneer's clients are obligated to pay any penalties or damages that Lyneer is unable to pay under Labor Code section 2810.3.

Reyes, and each of the Aggrieved Employees described above, suffered from one or more of the following Labor Code violations by their current or former employer Lyneer. Reyes and the other Aggrieved Employees' employment with Lyneer was governed by the California Wage Orders, and California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802.

Reyes originally worked for Lyneer as a non-exempt hourly employee in southern California, but in 2016 was reclassified as an exempt employee without any change in her job responsibilities. Reyes does not manage any other employees, does not exercise any discretion in her job, and spent the vast majority of her time doing non-exempt work such as printing checks, sorting checks, stuffing checks into envelopes, inputting payroll, and driving to deliver checks to Lyneer offices in her personal vehicle for which she was not fully reimbursed in violation of Labor Code section 2802.

Reyes and the other Aggrieved Employees were not paid overtime for all time worked after 8 hours of work in a workday/shift, 7 workdays in a workweek, and/or 40 hours worked in a workweek. Reyes and the other Aggrieved Employees are instructed to clock in and out and to enter a description of their work performed each time they use the timeclock. Reyes and the other Aggrieved Employees are often required to work off the clock on weekends and after hours and sometimes seven days a week but are paid only at their regular rate of pay without overtime. In addition to the above, Reyes and the other Aggrieved Employees are also not paid for all of the time spent working for Lyneer and for all of the time that they are under its control. Additionally, Reyes and the other Aggrieved Employees are often paid below minimum wage when all hours worked are considered.

Reyes and the other Aggrieved Employees also were not provided with legally adequate meal periods and rest breaks, and Lyneer does not pay premiums for non-compliant/unprovided meal periods and rest breaks. If any premiums or bonuses were ever paid, Lyneer did not pay any premiums at the Aggrieved Employees' correct regular rate of pay/compensation. Reyes and the other Aggrieved Employees were not provided with duty free meal periods and rest breaks as they are always on call for Lyneer clients and supervisors. Lyneer keeps some records of when work periods and meal periods begin and end and but still does not pay premiums for late, short or interrupted meal periods and/or rest breaks. Lyneer does not provide second meal periods after more than 10 hours of work in a workday, and does not provide second or third paid rest breaks for shifts over 8 hours as required by California law. These policies are in violation of Labor Code §§ 226.7, 512, 558, 1198, and the IWC Wage Orders.

Reyes is informed and believes that it is Lyneer's uniform practice and procedure to not reimburse its employees for the use of their personal cellular devices and associated cellular service and/or data service plans which they use in the performance of their job in communicating with clients and managers, for the purchase and upkeep of their home office equipment, for the full expense associated with the use of their personal vehicles for work, and for the purchase of other equipment and miscellaneous supplies necessary to their job duties but not provided by Lyneer. Reyes and the other Aggrieved Employees are expected to use their personal cellular telephones to communicate with Lyneer management/staff as part of their job duties both during regular work hours and after work.

Reyes is also informed and believes that Lyneer's above mentioned uniform policies and procedures are unlawful and have further caused Lyneer to intentionally provide incorrect wages statements which do not accurately display all of the information required by Labor Code § 226(a), including but not limited to not accurately providing the gross wages earned, total hours worked by the employees, net wages earned and all hourly rates in effect in the pay period and the corresponding correct number of hours worked at each hourly rate by the employee. This has also resulted in a failure to keep accurate employment records under Labor Code §§ 226(b), 1174, and 1175, which Lyneer already fails to keep for the time required by statute. Lyneer additionally has a policy of not paying all wages at termination by waiting several days or until the next regularly scheduled payday to pay termination wages and not paying all wages at termination. Lyneer's failure to pay all earned overtime and premium wages also results in a

failure to pay all wages at termination. All of these policies and practices are in violation of Labor Code sections 201, 202(a), 203, 226(a) and (b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the relevant IWC Wage Orders.

Sincerely,

GLEASON & FAVAROTE LLP



Torey Joseph Favarote

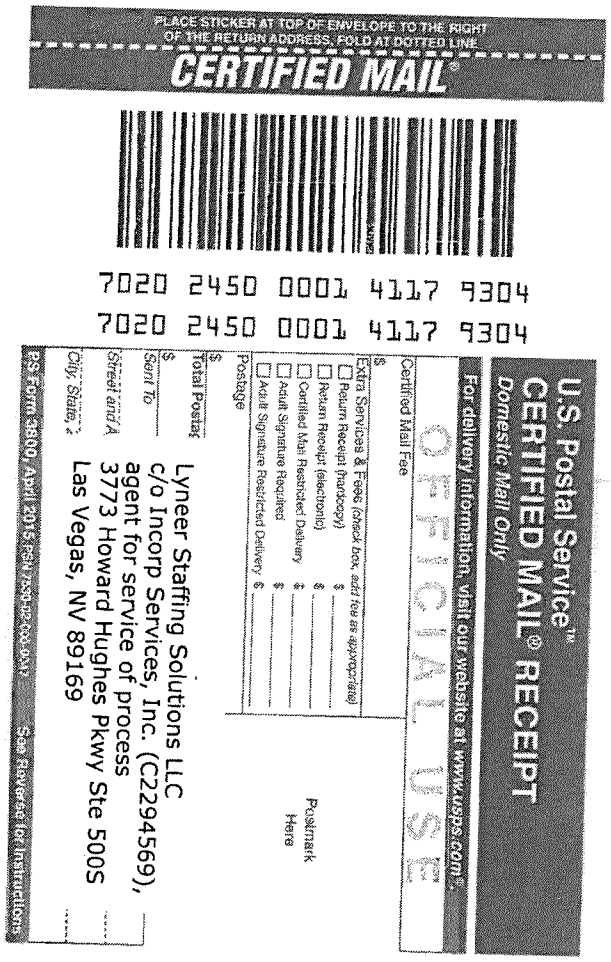
TJF/dd

cc Lyneer Staffing Solutions LLC, c/o Incorp Services, Inc. (C2294569), agent for service of process

GLEASON & FAVAROTE LLP

4014 Long Beach Blvd., Suite 300
Long Beach, CA 90807

US POSTAGE
$008.10⁹
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ZIP 90807
04/04/2023
034B 0081823190



Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569), agent for service of process
3773 Howard Hughes Parkway Ste 500S
Las Vegas, NV 89169

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169

9590 9402 6296 0274 3744 68

2. Article Number *(Transfer from service label)*
7020 2450 0001 4117 9304

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form **3811**, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece; for an electronic return receipt, associate for assistance return receipt for no ad USPS®-postmarked Ce retail associate.
  - Restricted delivery serv delivery to the address to the addressee's aut
  - Adult signature service signee to be at least 2 available at retail).
  - Adult signature restrict requires the signee to and provides delivery t by name, or to the add (not available at retail)
- To ensure that your Certi accepted as legal proof o USPS postmark. If you w this Certified Mail receip Certified Mail item at a P postmarking. If you don' Certified Mail receipt, de of this label, affix it to th appropriate postage, an

IMPORTANT: Save this r

PS Form **3800**, April 2015 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169

9590 9402 6296 0274 3744 68

2. Article Number (Transfer from service label)
7020 2450 0001 4117 9304

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 9/10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT 9

David Danning

From: Tamara Corbyons <Corbyns@cooperlawpc.com>
Sent: Friday, February 20, 2026 12:35 PM
To: David Danning; Torey Favarote
Cc: Stacey Cooper; Sandra McAndrew
Subject: Reyes Settlement & Impacted Actions

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, Mr. Danning and Mr. Favarote,

Here are the two cases of which we are aware that will be impacted by the Reyes settlement:

1. *Gary Aldana v. Lacerta Group, LLC, et al.* - Los Angeles County Superior Court, Case No. 25STCV24878; and
2. *Ernesto Magallon v. SP Craftech I LLC, et al.* - Orange County Superior Court, Case No. 30-2025-01459077-CU-OE-CXC

Please let Stacey know if you have any questions.

Regards,
Tamara Corbyons
Paralegal

EXHIBIT 10

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
Stacey M. Cooper (SBN: 226012)
Stacey Cooper Law, P.C.
888 Prospect Street, Suite 200
La Jolla, CA 92037

TELEPHONE NO.: (619) 673-5022 FAX NO. *(Optional)*:
EMAIL ADDRESS *(Optional)*: stacey@cooperlawpc.com
ATTORNEY FOR (*Name*): Defendant Lyneer Staffing Solutions, LLC

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 247 W. Third Street
MAILING ADDRESS: 247 W. Third Street
CITY AND ZIP CODE: San Bernardino, CA 92415
BRANCH NAME: Civil Division

PLAINTIFF/PETITIONER: Maria Reyes, et al.

DEFENDANT/RESPONDENT: Lyneer Staffing Solutions, LLC

CASE NUMBER:
CIVSB2317672

JUDICIAL OFFICER:
Hon. Stephanie Tanada

DEPT:.
S33

NOTICE OF RELATED CASE

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: Kenia Acevedo, et al. v. Bon Appetit Danish, Inc., et al.
   b. Case number: 25STCV30327
   c. Court: ☐ same as above
      ☒ other state or federal court *(name and address):* Los Angeles County Superior Court
   d. Department: 9
   e. Case type: ☐ limited civil ☒ unlimited civil ☐ probate ☐ family law ☐ other (*specify):*
   f. Filing date: October 16, 2025
   g. Has this case been designated or determined as "complex?" ☒ Yes ☐ No
   h. Relationship of this case to the case referenced above *(check all that apply):*
      ☒ involves the same parties and is based on the same or similar claims.
      ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
      ☐ involves claims against, title to, possession of, or damages to the same property.
      ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
      ☐ Additional explanation is attached in attachment 1h
   i. Status of case:
      ☒ pending
      ☐ dismissed ☐ with ☐ without prejudice
      ☐ disposed of by judgment
2. a. Title:
   b. Case number:
   c. Court: ☐ same as above
      ☐ other state or federal court *(name and address):*
   d. Department:

Form Approved for Optional Use
Judicial Council of California
CM-015 [Rev. July 1, 2007]

Cal. Rules of Court, rule 3.300
www.courts.ca.gov

PLAINTIFF/PETITIONER: Maria Reyes, et al. DEFENDANT/RESPONDENT: Lyneer Staffing Solutions, LLC	CASE NUMBER: CIVSB2317672

2. *(continued)*

e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (*specify):*

f. Filing date:

g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No

h. Relationship of this case to the case referenced above *(check all that apply):*

☐ involves the same parties and is based on the same or similar claims.

☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.

☐ involves claims against, title to, possession of, or damages to the same property.

☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.

☐ Additional explanation is attached in attachment 2h

i. Status of case:

☐ pending

☐ dismissed ☐ with ☐ without prejudice

☐ disposed of by judgment

3. a. Title:

b. Case number:

c. Court: ☐ same as above

☐ other state or federal court *(name and address):*

d. Department:

e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (*specify):*

f. Filing date:

g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No

h. Relationship of this case to the case referenced above *(check all that apply):*

☐ involves the same parties and is based on the same or similar claims.

☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.

☐ involves claims against, title to, possession of, or damages to the same property.

☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.

☐ Additional explanation is attached in attachment 3h

i. Status of case:

☐ pending

☐ dismissed ☐ with ☐ without prejudice

☐ disposed of by judgment

4. ☐ Additional related cases are described in Attachment 4. Number of pages attached: _____

Date: March 18, 2026

Stacey M. Cooper

(TYPE OR PRINT NAME OF PARTY OR ATTORNEY)

Stacey M. Cooper

(SIGNATURE OF PARTY OR ATTORNEY)

PLAINTIFF/PETITIONER: Maria Reyes, et al. DEFENDANT/RESPONDENT: Lyneer Staffing Solutions, LLC	CASE NUMBER: CIVSB2317672

PROOF OF SERVICE BY FIRST-CLASS MAIL

NOTICE OF RELATED CASE

(NOTE: You cannot serve the* Notice of Related Case *if you are a party in the action. The person who served the notice must complete this proof of service. The notice must be served on all known parties in each related action or proceeding.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Related Case* by enclosing it in a sealed envelope with first-class postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Related Case* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

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

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF DECLARANT) (SIGNATURE OF DECLARANT)

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an employee of or agent for Stacey Cooper Law, PC, whose business address is 888 Prospect Street, Suite 200, La Jolla, CA 92037.

On March 18, 2026, I served the foregoing document(s):

DEFENDANT LYNEER STAFFING SOLUTIONS, LLC'S NOTICE OF RELATED CASE

on the following parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

_____ ***(BY MAIL)*** I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at San Diego, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.

_____ ***(BY PERSONAL SERVICE)*** I delivered each such document by hand to each addressee above.

___*X*___ ***(BY ELECTRONIC SERVICE)*** I delivered each such document by electronic means pursuant to California Civil Code, Code of Civil Procedure, the Local Rules and/or FRCP § 5(b)(2), et seq.

Executed on March 18, 2026**,** at San Diego, California.

_____ (**FEDERAL**) I declare under penalty of perjury that the above is true and correct.

___*X*___ (**STATE**) I declare under penalty of perjury that the above is true and correct.

Tamara Corbyons
TAMARA CORBYONS

SERVICE LIST

Torey Joseph Favarote
tfavarote@gleasonfavarote.com
David Danning
Ddanning@gleasonfavarote.com
Thomas Steinhart
tsteinhart@gleasonfavarote.com
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807

Attorney for MARIA REYES

EXHIBIT 11

NOTICE OF PAGA ACTION SETTLEMENT

This is an Official Court Notice of the Settlement in the following lawsuit:
Reyes v. Lyneer Staffing Solutions, LLC, San Bernardino County Superior Court Case No. CIVSB2317672

Name [insert name]

Address [insert address]

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A California Private Attorneys General Act ("PAGA") lawsuit has been settled against Lyneer Staffing Solutions, LLC ("Lyneer") that was brought by former employee Maria Reyes ("Representative Plaintiff"). You are receiving this notice because you either are or were an hourly employee for Lyneer at any time from April 4, 2022, to October 15, 2024 that worked on one or more of the 23 client accounts identified below that are covered by the settlement: 4EXCELSIOR; Calerie Health Hldg LLC; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2-80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; and World Wide Logistics Group (NTDS) CA.

A PAGA action is a case for civil penalties where 75% of the penalties recovered go to the State of California and 25% to the aggrieved employees represented in the case. You cannot opt out of the PAGA settlement and even if you do not cash your settlement check you will still be bound by the release in the case. The PAGA claims being released are for claims alleged based on the facts and theories of liability set forth in the operative complaint and Plaintiff's PAGA Notice to the LWDA dated April 4, 2023, for alleged violations of Labor Code sections 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the IWC Wage Orders. The release of claims in this case does not apply to any other claims that you have or may have against Lyneer or for any claims outside of the covered settlement period.

Representative Plaintiff contends that Lyneer did not timely pay all wages due and for all time worked on the clock or under its control, including rounding, and for all minimum, straight and overtime wages; failed to provide legally adequate meal periods and rest breaks; failed to reimburse for business expenses such as personal cell phone usage and mileage; and failed to provide accurate itemized wage statements.

Lyneer denies any wrongdoing. The Court has not made any ruling about the merits of either Representative Plaintiff's claims or of Lyneer's defenses.

The settlement provides for $925,000.00, less the cost of settlement administration by Apex Class Action LLC (up to $12,990.00), the proposed enhancement payment to Plaintiff for bringing this matter on behalf of the LWDA and the aggrieved employees ($10,000.00), Plaintiff's Counsels'

proposed attorneys' fees of 33% ($305,250.00) and litigation costs (up to $53,000.00) for a total of $543,760.00 to the LWDA and aggrieved employees. Pursuant to PAGA, 75% of the remainder ($407,820.00) will be distributed to the California Labor Workforce Development Agency ("LWDA") as penalties, and 25% ($135,940.00) will be distributed to the aggrieved employees. For purposes of calculating a PAGA Settlement Group Member's individual settlement share, each PAGA Settlement Group Member will receive an amount that bears the same ratio to his or her pay periods worked for the Defendant on the 23 client accounts at issue, during the covered period, to the total number of pay periods worked by all PAGA Settlement Group Members during the covered period.

100% of your settlement share will be reported using IRS Form 1099s, since all funds are for the settlement of civil penalties. Neither Lyneer nor PAGA Counsel make any representations regarding the tax implications of any amounts paid under this settlement and you should notify your tax advisor of the payment or if you have any questions.

ADDITIONAL INFORMATION

You should contact the settlement administrator to report any change of your address after you receive this notice.

Please do not contact the Court or the Court Clerk about this notice. For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales, or at the office of the clerk of the San Bernardino County Superior Court, located at 247 West 3rd St. San Bernardino, California 92415. You may also contact the settlement administrator if you lose your check or do not get a 1099 Form at:

Apex Class Action, LLC
ADDRESS
TOLL-FREE PHONE NUMBER; FAX
E-MAIL ADDRESS

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

AVISO DE ACUERDO DE ACCIÓN DE PAGA.

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

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

Nombre [insert name]
Dirección [insert address]

SE LE NOTIFICA QUE:

Una demanda en virtud de la Ley de Acción Privada del Fiscal General ("PAGA") ha sido conciliada contra Lyneer Staffing Solutions, LLC ("Lyneer") e interpuesta por una exempleada, María Reyes ("Demandante Representante"). Reciba este aviso ya que usted fue o es un empleado por hora para Lyneer en cualquier momento del 4 de abril de 2022 al 15 de octubre de 2024 y que trabajó en uno o más de las 23 cuentas identificadas a continuación que están cubiertas por el acuerdo: 4EXCELSIOR; Calerie Health Hldg LLC; Cosmetic Enterprises, Ltd.; Craftech Corporation; DG LOGISTICS; Expert Coatings & Graphics, Inc.; Fantasy Files Inc.; Fashion Logistics (Branch 80); Killer Merch, LLC-20630 PLUMMER; Killer Merch, LLC-9541 MASON; Lacerta Group, LLC; Linzer Products Corp.; NTDS 2-80-MSP; O.C. Pallets; PINTO EXPRESS INC.; SANTA FE WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands Corporation-Unloaders; Bajo Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90); UPS CA 01; y World Wide Logistics Group (NTDS) CA.
Una acción de PAGA es un caso de sanciones civiles en el que el 75% de las sanciones recuperadas se destina al Estado de California y el 25% a los empleados agraviados representados. No puede optar por no participar del acuerdo de PAGA y aun si usted no cobra su cheque del acuerdo, siempre será vinculado por la liberación en el caso. Las reclamaciones de PAGA que son liberadas son las alegadas con base en los hechos y teorías de responsabilidad establecidas en la denuncia operativa y el Aviso de PAGA de la Demandante a la LWDA el 4 de abril de 2023, por supuestas violaciones del Código Laboral, artículos 201, 202, 202(a), 203, 226, 226(a), 226(b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 y 2802, así como las Ordenes Salariales del CBI. Esta liberación de las reclamaciones, en este caso, no aplica a otras que pueda tener contra Lyneer ni a otras reclamaciones fuera del periodo del acuerdo cubierto.

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

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

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

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

INFORMACIÓN ADICIONAL

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

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

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

POR FAVOR, NO CONTACTE AL TRIBUNAL SOBRE ESTE AVISO.

EXHIBIT 12

DECLARATION OF MARIA REYES

I Maria Reyes, declare and state as follows:

1. I am the named plaintiff in this action and was employed by Lyneer Staffing Solutions, LLC ("Defendant" or "Lyneer") as a payroll processor for over 10 years until around March of 2023. I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn as a witness.

2. Lyneer is a staffing company which employs temporary workers in California and places them at client locations throughout the state. I worked collecting time records and processing payroll for dozens of Lyneer's clients throughout California for over a decade.

3. I have spent a significant amount of time participating in this litigation over the past 2.5 years, taking days off of work at my job and forgoing time I planned to spend driving for Uber Eats in order to participate in this litigation. I estimate that I have spent more than 80 hours assisting with the case, largely through the tasks set forth below. I spent a significant amount of time reviewing and responding to more than 156 special interrogatories, and two sets of form interrogatories, which included digging up information and reviewing records in my possession. I frequently answered questions from my attorneys, providing special insight I had into Lyneer's operations due to my former position processing payroll. I also helped my attorneys review some of the more than 680,000 pages of paper time and payroll records in the case and helped my attorneys prepare for the deposition of three Lyneer branch managers and the Regional Vice President by providing background information.

4. I also took 3 days off of work in order to prepare for and attend two full days of my deposition, which required me to stay overnight in a hotel. I also took a day off work to personally attend the mandatory settlement conference with Judge Ortiz. I have further spent time preparing to testify at trial, talking and meeting with my attorneys on the status of the case, and providing as many details as I could remember whenever my attorneys had questions.

5. By suing Lyneer I feel as though I ran a risk of being blacklisted by a large number of employers in San Bernardino and Los Angeles counties, as any number of employers could easily find out about the lawsuit and blacklist me. Despite my fear, I was determined to continue

this action for the good of the other current and former employees and the State of California.

6. Aside from my share of the settlement as a PAGA group member, and whatever representative award the Court approves, I am not receiving any additional compensation from anyone in connection with the settlement.

7. I believe I have been diligent and acted above and beyond that of which is expected of a PAGA representative, and will continue to do so up to and including approval of the settlement.

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

Executed on 20/01/2026 at El Monte, California.

Maria Reyes

EXHIBIT 13

Gleason & Favarote LLP
3646 Long Beach Blvd.
Suite 203
Long Beach, 90807
United States
213-452-0510

GLEASON & FAVAROTE LLP

Maria Reyes

Balance	$744,281.12
Invoice #	07254
Invoice Date	January 23, 2026
Payment Terms	Due on Receipt
Due Date	January 23, 2026

Reyes vs. Lyneer Staffing Solutions, LLC (PAGA) (501.002)

Time Entries

DATE	EE	ACTIVITY	DESCRIPTION	RATE	HOURS	LINE TOTAL
03/09/2023	TJF	Review	Review client records.	$750.00	0.7	$525.00
03/10/2023	TJF	Conference	Conference with David Danning regarding case and strategy.	$750.00	0.3	$225.00
04/04/2023	TJF	Review	Review and revise PAGA letter.	$750.00	1.2	$900.00
04/18/2023	TJF	Review	Review and revise draft complaint.	$750.00	3.4	$2,550.00
04/21/2023	TJF	Review	Review and revise request for records and draft complaint.	$750.00	1.8	$1,350.00
04/25/2023	TJF	Review	Review and revise email to defense counsel regarding records request and conference with David Danning regarding the same.	$750.00	0.3	$225.00
06/02/2023	TJF	Review	Review and respond to email from defense counsel.	$750.00	0.3	$225.00
06/06/2023	TJF	Review	Review and respond to correspondence defense counsel.	$750.00	0.6	$450.00
06/14/2023	TJF	Email	Email to defense counsel regarding status of documents requested.	$750.00	0.2	$150.00
06/21/2023	TJF	Review	Review and respond to email from defense counsel.	$750.00	0.2	$150.00
07/10/2023	TJF	Prepare	Prepare for call with defense counsel.	$750.00	0.8	$600.00
07/31/2023	DD	Draft	Draft and prepare PAGA Complaint.	$275.00	0.6	$165.00
07/31/2023	TJF	Review	Review and revise complaint.	$750.00	0.2	$150.00
08/15/2023	DD	Draft	Draft special interrogatories set one.	$275.00	1.3	$357.50

08/16/2023	DD	Draft	Draft request for production of documents set one (1.4); draft form interrogatories - general (.2); draft form interrogatories - employment law (.2);	$275.00	1.8	$495.00
08/22/2023	TJF	Review	Review and revise discovery and prepare email to David Danning regarding the same.	$750.00	0.6	$450.00
09/05/2023	DD	Draft	Draft PMK notice with document requests.	$275.00	0.8	$220.00
09/07/2023	TJF	Revise	Review and revise deposition notice.	$750.00	0.5	$375.00
10/16/2023	DD	Draft	Draft and revise follow up letter regarding defendant's failure to serve discovery responses.	$275.00	0.4	$110.00
10/16/2023	TJF	Review	Review and revise meet and confer letter to defense counsel.	$750.00	0.3	$225.00
11/01/2023	DD	Draft	Draft motion to compel responses to discovery set one.	$275.00	2.4	$660.00
11/02/2023	DD	Draft	Draft and revise Favarote declaration (0.5); revise and edit motion to compel responses (0.3).	$750.00	0.8	$600.00
11/02/2023	TJF	Review	Review and revise motions to compel.	$750.00	2.2	$1,650.00
11/03/2023	DD	Revise	Revise and edit motions to compel responses (1.7); revise and edit Favarote declaration in support (0.7); draft and revise proposed order (0.4).	$275.00	2.8	$770.00
11/03/2023	TJF	Work	Work in connection with motions to compel.	$750.00	0.8	$600.00
11/16/2023	DD	Correspond	Correspond with client regarding additional data.	$275.00	0.1	$27.50
11/21/2023	TJF	Review	Review and revise additional discovery to propound on defendant.	$750.00	0.8	$600.00
11/30/2023	DD	Draft	Draft timeline with documents of discovery and meet and confer process.	$275.00	0.5	$137.50
01/11/2024	DD	Send	Send request for meet and confer call to defense counsel.	$275.00	0.1	$27.50
01/11/2024	TJF	Review	Review defendant's opposition to motion to compel and conferences with David Danning regarding the same and case strategy.	$750.00	1.8	$1,350.00
01/12/2024	DD	Call	Prepare for and attend meet and confer call with opposing counsel.	$275.00	0.4	$110.00
01/12/2024	TJF	Review	Review defendant's proposed statement and prepare for meet and confer call in preparation for case management conference and conference with David Danning regarding the same.	$750.00	2.8	$2,100.00
01/16/2024	DD	Revise	Revise and edit rely in support of motion to compel.	$275.00	0.5	$137.50
01/17/2024	DD	Revise	Revise and edit reply in support of motions to compel.	$275.00	2.5	$687.50
01/17/2024	TJF	Work	Work on reply for motion to compel and conference with David Danning regarding the same.	$750.00	2.3	$1,725.00
01/22/2024	DD	Draft	Draft and revise plaintiff's portion of joint case management statement.	$275.00	1.5	$412.50
01/22/2024	DD	Call	Update client on case.	$275.00	0.1	$27.50
01/22/2024	DD	Research	Research indispensible third parties.	$275.00	0.7	$192.50
01/22/2024	TJF	Prepare	Prepare for case management conference and review and revise draft statement, and research in connection with the same.	$750.00	0.8	$600.00

01/23/2024	DD	Revise	Revise and edit joint case management statement.	$275.00	1.2	$330.00
01/23/2024	TJF	Review	Review and revise case management conference statement for the court; review and respond to email from defense counsel.	$750.00	1.8	$1,350.00
01/29/2024	TJF	Prepare	Prepare for case management conference.	$750.00	1.9	$1,425.00
01/30/2024	DD	Research	Research whether PAGA claims can be subject to a jury trial.	$275.00	0.7	$192.50
01/31/2024	DD	Draft	Draft an revise meet and confer email for informal conference.	$275.00	0.2	$55.00
01/31/2024	TJF	Prepare	Work in connection with informal discovery conference, and email to defense counsel in connection with setting of the same.	$750.00	0.3	$225.00
02/05/2024	DD	Revise	Revise and edit notices of deposition.	$275.00	0.6	$165.00
02/07/2024	DD	Draft	Draft follow up email regarding informal discovery conference for attorney review.	$275.00	0.2	$55.00
02/09/2024	DD	Draft	Draft and revise additional deposition topics and notice.	$275.00	0.6	$165.00
02/15/2024	DD	Call	Call court to determine if joint statement is needed for informal discovery conferece.	$275.00	0.2	$55.00
02/21/2024	DD	Attend	Prepare for and attend informal discovery conference.	$275.00	0.7	$192.50
03/01/2024	DD	Communicate	Communicate with client to set up a call.	$275.00	0.1	$27.50
03/01/2024	TJF	Review	Review Court order.	$750.00	0.2	$150.00
03/04/2024	TJF	Conference	Conference with David Danning regarding discovery for call with client in connection with the same.	$750.00	1.8	$1,350.00
03/05/2024	DD	Research	Analyze authority in defendant's informal conference statement.	$275.00	0.7	$192.50
03/05/2024	DD	Draft	Draft response to defendants authorities on managability.	$275.00	2.8	$770.00
03/05/2024	TJF	Review	Review defendant's statement regarding the scope of discovery and conference with David Danning in connection with the same; prepare for conference with client.	$750.00	1.6	$1,200.00
03/06/2024	DD	Revise	Revise and edit informal conference statement.	$275.00	0.8	$220.00
03/06/2024	TJF	Conference	Conference with David Danning regarding case management conference and informal discovery conference, and prepare for the same; review defendant's informal discovery conference statement and research cases cited therein.	$750.00	2.3	$1,725.00
03/07/2024	TJF	Prepare	Prepare for and attend case management conference and informal discovery conference with the court.	$750.00	1.7	$1,275.00
03/19/2024	DD	Communicate	Correspond with client about additional documents.	$350.00	0.3	$105.00
04/01/2024	TJF	Conference	Conference with David Danning regarding the case.	$750.00	0.2	$150.00

04/02/2024	TJF	Prepare	Prepare for informal discovery conference with the court and case management conference.	$750.00	1.3	$975.00
04/03/2024	DD	Attend	Prepare for and attend case management hearing.	$350.00	0.5	$175.00
04/03/2024	TJF	Prepare	Prepare for and attend informal discovery conference and continued case management conference and conferences with David Danning connection with the same and notice of order to show cause for defendant's failure to appear.	$750.00	1.2	$900.00
04/08/2024	DD	Correspond	Correspond with defendant's counsel regarding discovery.	$350.00	0.7	$245.00
04/08/2024	TJF	Review	Review correspondence from defense counsel and conference with David Danning regarding the same; work in connection with preparing person most knowledgeable deposition notice and for the deposition; prepare for call with defense counsel.	$750.00	4.8	$3,600.00
04/09/2024	TJF	Prepare	Prepare for meet and confer call with defense counsel; prepare outline for PMK deposition.	$750.00	4.6	$3,450.00
04/10/2024	DD	Draft	Draft and revise deposition notice and cover letter.	$350.00	0.5	$175.00
04/10/2024	DD	Attend	Attend conference call with defendant's counsel.	$350.00	0.9	$315.00
04/10/2024	TJF	Prepare	Prepare for meet and confer call with defense counsel; review and revise person most knowledgeable deposition notice.	$750.00	1.8	$1,350.00
04/16/2024	DD	Review	Review documents produced by defendant's counsel.	$350.00	0.4	$140.00
04/17/2024	DD	Communicate	Correspond with plaintiff's counsel regarding discovery.	$350.00	0.2	$70.00
04/17/2024	TJF	Review	Review documents produced by defendant; prepare for meet and confer call with defense counsel and conference with David Danning in connection with the same.	$750.00	2.8	$2,100.00
04/17/2024	TJF	Review	Review and revise correspondence to the client regarding court ruling on arbitration decision and related issues regarding current arbitration agreement.	$750.00	0.5	$375.00
04/22/2024	DD	Communicate	Prepare for and attend portion of call with defendant's counsel.	$350.00	0.3	$105.00
04/22/2024	TJF	Prepare	Prepare for meet and confer call with defense counsel.	$750.00	1.9	$1,425.00
04/29/2024	DD	Draft	Draft, revise and send meet and confer letter regarding discovery.	$350.00	1.3	$455.00
04/29/2024	TJF	Review	Review and revise meet and confer letter; conference with David Danning regarding the same.	$750.00	1.8	$1,350.00
04/30/2024	DD	Draft	Draft and revise Belaire-West notice.	$350.00	0.9	$315.00
04/30/2024	DD	Call	Attend call with defendant's counsel on document production.	$350.00	1.0	$350.00
04/30/2024	DD	Draft	Draft plaintiff's portion of joint statement for informal discovery conference.	$350.00	0.6	$210.00
04/30/2024	TJF	Prepare	Prepare for and conduct call with defense counsel to meet and confer on discovery issues.	$750.00	2.6	$1,950.00

05/01/2024	TJF	Review	Review and revise case management conference/informal discovery conference statement and conference with David Danning regarding the same.	$750.00	0.4	$300.00
05/06/2024	DD	Revise	Revise and edit informal discovery statement.	$350.00	0.2	$70.00
05/08/2024	TJF	Prepare	Prepare for case management conference and informal discovery conference with the court; review correspondence from defense counsel and work in connection with preparing response to the same.	$750.00	1.2	$900.00
05/09/2024	TJF	Prepare	Prepare for and attend case management conference and informal discovery conference and conferences with David Danning regarding the same; prepare for person most knowledgeable deposition.	$750.00	6.7	$5,025.00
05/10/2024	TJF	Prepare	Prepare for person most knowledgeable deposition.	$750.00	6.9	$5,175.00
05/12/2024	DD	Revise	Revise and edit deposition outline.	$350.00	0.9	$315.00
05/12/2024	DD	Review	Review documents and create deposition exhibits.	$350.00	1.3	$455.00
05/13/2024	DD	Document Preparation	Create additional exhibits from newly produced document.	$350.00	2.7	$945.00
05/13/2024	TJF	Prepare	Prepare for person most knowledgeable deposition, and review and revise outline in connection with the same and exhibits.	$750.00	6.9	$5,175.00
05/14/2024	DD	Prepare	Prepare documents and research in preparation for deposition.	$350.00	1.2	$420.00
05/14/2024	DD	Review	Review discovery and prepare list of questions and requests for client to respond to discovery.	$350.00	1.6	$560.00
05/14/2024	DD	Communicate	Communication with client on issues and information obtained in deposition.	$350.00	0.4	$140.00
05/14/2024	TJF	Prepare	Prepare for and take person most knowledgeable deposition.	$750.00	9.1	$6,825.00
05/15/2024	DD	Research	Research effect of deposition admissions on summary judgment, record requirements under the Labor Code, and defendant's ability to assert additional affirmative defenses at summary judgment.	$350.00	3.2	$1,120.00
05/15/2024	TJF	Prepare	Prepare notes for file from person most knowledgeable deposition.	$750.00	0.8	$600.00
05/19/2024	DD	Draft	Draft and revise discovery responses.	$350.00	2.9	$1,015.00
05/20/2024	DD	Prepare	Prepare docusign and verification email for client.	$350.00	0.2	$70.00
05/20/2024	TJF	Conference	Conference with David Danning regarding discovery.	$750.00	0.3	$225.00
05/21/2024	DD	Communicate	Communicate with client to answer questions about discovery responses and obtain verifications.	$350.00	0.5	$175.00
05/21/2024	DD	Revise	Revise and edit discovery responses.	$350.00	1.2	$420.00
05/21/2024	TJF	Review	Review and revise discovery responses.	$750.00	1.6	$1,200.00
05/22/2024	TJF	Review	Review correspondence from defense counsel and conference with David Danning regarding plaintiff's deposition.	$750.00	0.2	$150.00

05/24/2024	DD	Communicate	Communicate with defendant's counsel on deposition dates and outstanding discovery.	$350.00	0.5	$175.00
05/24/2024	TJF	Review	Review person most knowledgeable deposition; review and revise meet and confer correspondence to defense counsel; review correspondence from defense counsel regarding outstanding discovery.	$750.00	3.8	$2,850.00
05/29/2024	DD	Communicate	Draft emails to defendant's counsel following up on outstanding discovery and document production.	$350.00	0.4	$140.00
05/29/2024	TJF	Conference	Conference with David Danning regarding meet and confer correspondence from defense counsel and work in connection with prepare response to the same.	$750.00	0.9	$675.00
05/31/2024	TJF	Review	Review defendant supplemental responses to discovery and prepare notes in connection with the same, and draft correspondence to David Danning in connection with the same.	$750.00	1.8	$1,350.00
06/05/2024	DD	Communicate	Communicate with client on additional discovery served by defendant.	$350.00	0.1	$35.00
06/05/2024	DD	Communicate	Communicate with defendant's counsel on outstanding documents, discovery responses, and Belaire-West notice.	$350.00	0.4	$140.00
06/10/2024	DD	Communicate	Follow up with defendant's counsel on documents, discovery responses, Belaire-West notice and PAGA group information.	$350.00	0.1	$35.00
06/10/2024	DD	Draft	Draft responses to defendant's special interrogatories.	$350.00	2.2	$770.00
06/11/2024	DD	Communicate	Communicate with client regarding depositions.	$350.00	0.2	$70.00
06/14/2024	DD	Communicate	Communicate with defendant's counsel regarding documents, Belaire-West notice, and PAGA group information.	$350.00	0.1	$35.00
06/14/2024	TJF	Conference	Conference with David Danning regarding discovery and document production from defendant.	$750.00	0.3	$225.00
06/24/2024	DD	Review	Review deposition transcript.	$350.00	0.9	$315.00
06/24/2024	TJF	Review	Review additional documents produced by defendant.	$750.00	2.2	$1,650.00
07/09/2024	DD	Communicate	Communicate with defendant's counsel regarding case management statement.	$350.00	0.2	$70.00
07/09/2024	TJF	Conference	Conference with David Danning regarding discovery issues; review and respond to correspondence from defense counsel regarding outstanding discovery issues; review and revise draft joint statement for the court.	$750.00	0.8	$600.00
07/10/2024	DD	Revise	Revise and edit case management statement.	$350.00	0.4	$140.00
07/10/2024	DD	Call	Attend meet and confer call with defendant's counsel.	$350.00	0.7	$245.00
07/10/2024	TJF	Prepare	Prepare for order to show cause hearing on motions to compel and conference with defense counsel in connection with the same; review and revise case management conference statement.	$750.00	2.7	$2,025.00
07/11/2024	DD	Revise	Revise and edit proposed belaire-west notice.	$350.00	0.2	$70.00

07/11/2024	TJF	Finalize	Finalize case management conference statement and conference with David Danning regarding the same; and work in connection with preparing for order to show cause and motions to compel.	$750.00	1.3	$975.00
07/12/2024	DD	Communicate	Communicate with client to set up deposition preperation.	$350.00	0.2	$70.00
07/16/2024	TJF	Prepare	Prepare for case management conference and motion to compel hearing.	$750.00	1.6	$1,200.00
07/17/2024	TJF	Prepare	Prepare for hearing on motions to compel, and case management conference; and conferences with David Danning regarding the same.	$750.00	1.9	$1,425.00
07/31/2024	TJF	Review	Review and respond to correspondence from defense counsel regarding Belaire notice and claims administrator.	$750.00	0.4	$300.00
08/02/2024	PMG	Review	Review and respond to correspondence from defense counsel and notice administrator.	$750.00	0.5	$375.00
08/03/2024	DD	Communicate	Communicate with client to provide case update.	$350.00	0.1	$35.00
08/06/2024	DD	Draft	Draft redlines to Belaire-West notice, communicate with plaintiff's counsel.	$350.00	0.6	$210.00
08/07/2024	DD	Attend	Attend OSC on Belaire-West notice.	$350.00	1.0	$350.00
08/14/2024	TJF	Review	Review correspondence from notice administrator regarding timeline on mailing.	$750.00	0.5	$375.00
08/16/2024	TJF	Review	Review email from defense counsel regarding notice.	$750.00	0.2	$150.00
08/19/2024	DD	Communicate	Communicate correct version of Belaire-West notice to claims administrator.	$350.00	0.1	$35.00
08/22/2024	DD	Review	Review data provided by defendant.	$350.00	0.7	$245.00
08/22/2024	TJF	Review	Review email and time and payroll data from defense counsel, and conference with David Danning regarding the same.	$750.00	4.9	$3,675.00
08/26/2024	DD	Analyze	Analyze time and payroll data produced, identify issues.	$350.00	1.8	$630.00
08/27/2024	DD	Call	Attend call with defendant's counsel, draft confirmatory email and summary of issues with data.	$350.00	1.2	$420.00
08/27/2024	TJF	Conference	Conferences with David Danning regarding discovery issues and review new data produced by the defendant; draft correspondence to defense counsel in connection with the same and deficiencies in the data.	$750.00	1.8	$1,350.00
08/29/2024	DD	Draft	Draft communication to plaintiff's counsel on data issue and Plaintiff's deposition.	$350.00	0.5	$175.00
09/04/2024	TJF	Review	Review email correspondence from defense counsel regarding status of outstanding discovery issues and conference with David Danning regarding the same.	$750.00	0.8	$600.00
09/05/2024	DD	Communicate	Draft email to defendant's counsel regarding data and required information.	$350.00	0.6	$210.00
09/05/2024	TJF	Review	Review additional data from defendant regarding time and payroll information; review and respond to email from defense counsel in connection with the same; prepare correspondence to expert and conferences with David Danning in connection with the same.	$750.00	3.6	$2,700.00

09/06/2024	DD	Draft	Draft and revise declaration of Torey Favarote.	$350.00	1.2	$420.00
09/06/2024	TJF	Review	Review and respond to correspondence from expert and conference with David Danning regarding the same; review and revise declaration regarding outstanding discovery issues pursuant to the court's requests.	$750.00	3.9	$2,925.00
09/09/2024	TJF	Review	Review correspondence from defense counsel and conference with David Danning regarding the same, and outstanding discovery issues; prepare correspondence to expert regarding case data.	$750.00	0.9	$675.00
09/10/2024	DD	Communicate	Communicate with expert for data analysis.	$350.00	0.2	$70.00
09/10/2024	DD	Draft	Draft follow up communication regarding status of belaire-west notice.	$350.00	0.2	$70.00
09/10/2024	DD	Communicate	Draft communication to defendant's counsel regarding expert and protective order.	$350.00	0.3	$105.00
09/10/2024	TJF	Conference	Conferences with David Danning regarding case strategy; prepare for OSC and draft correspondence to expert regarding data.	$750.00	2.8	$2,100.00
09/11/2024	TJF	Prepare	Prepare correspondence to defense counsel regarding missing supplemental discovery responses; prepare for order to show cause and review new documents reduced by the defendant; review timeline from Apex regarding mailing of the Belaire-West notice; and conferences with David Danning regarding same.	$750.00	5.6	$4,200.00
09/12/2024	DD	Analyze	Further analysis of time and payroll records, draft summary of issues.	$350.00	2.2	$770.00
09/12/2024	DD	Communicate	Communicate with expert witness.	$350.00	0.2	$70.00
09/12/2024	DD	Research	Research effect of release on PAGA claims.	$350.00	0.7	$245.00
09/12/2024	TJF	Review	Review new data produced by the defendant and prepare for call with expert regarding the same; conferences with David Danning regarding PAGA data and outstanding discovery issues; prepare correspondence to administrator regarding the mailing of the notice.	$750.00	6.7	$5,025.00
09/13/2024	DD	Draft	Review declarations, supplemental declaration, supplemental discovery responses, draft summary of issues for OSC hearing.	$350.00	4.2	$1,470.00
09/13/2024	TJF	Prepare	Prepare for call with expert and call with expert regarding data review; prepare correspondence to defense counsel and review correspondence from defense counsel regarding supplemental responses.	$750.00	3.2	$2,400.00
09/16/2024	DD	Attend	Prepare for and attend hearing on discovery.	$350.00	0.9	$315.00
09/16/2024	DD	Revise	Revise and edit draft protective order in redline.	$350.00	0.8	$280.00
09/16/2024	TJF	Prepare	Prepare for and attend order to show cause; review and revise draft protective order; and conferences with David Danning regarding the same.	$750.00	4.2	$3,150.00
09/17/2024	DD	Communicate	Communicate with expert regarding data link.	$350.00	0.1	$35.00
09/17/2024	DD	Draft	Create new protective order and redline after order sent by defendant was revealed to be unworkable.	$350.00	0.9	$315.00
09/18/2024	DD	Draft	Draft meet and confer letter regarding supplemental responses.	$350.00	0.8	$280.00

09/18/2024	TJF	Review	Review supplemental responses from defendant; review and revise draft meet and confer letter, and conferences with David Danning regarding the same.	$750.00	4.8	$3,600.00
09/19/2024	DD	Revise	Revise and edit meet and confer letter.	$350.00	0.2	$70.00
09/19/2024	TJF	Review	Review and revise draft meet and confer letter for defense counsel regarding deficient supplemental responses and conference with David Danning regarding the same.	$350.00	4.2	$1,470.00
09/20/2024	DD	Revise	Revise and edit meet and confer letter, send to defendant's counsel.	$350.00	0.4	$140.00
09/20/2024	TJF	Prepare	Prepare meet and confer letter regarding supplemental responses and conference with David Danning regarding deficient responses.	$750.00	4.4	$3,300.00
09/23/2024	TJF	Prepare	Prepare for and conduct calls with the aggrieved employees regarding work experience and prepare questionnaire; conferences with David Danning in connection with the same.	$750.00	4.9	$3,675.00
09/24/2024	DD	Revise	Make final revisions to protective order and circulate for execution.	$350.00	0.2	$70.00
09/24/2024	DD	Communicate	Communicate extensively with defendant's counsel, attempt to revise protective order.	$350.00	1.1	$385.00
09/24/2024	TJF	Review	Review and respond to numerous correspondences from defense counsel regarding outstanding discovery issues and draft protective order; calls with aggrieved employees regarding work experience; and conference with David Danning in connection with the same.	$750.00	7.8	$5,850.00
09/25/2024	DD	Communicate	Draft communication to plaintiff's counsel on status of expert document production and protective order.	$350.00	0.3	$105.00
09/25/2024	TJF	Review	Review notes from calls with aggrieved employees and conference with David Danning regarding the same; prepare for calls with aggrieved employees regarding work experience.	$750.00	4.8	$3,600.00
09/26/2024	TJF	Review	Review and respond to email correspondence from defense counsel and protective order issues; review additional data from defendant and work in connection with aggrieved employee interviews.	$750.00	5.8	$4,350.00
09/27/2024	TJF	Review	Review person most knowledgeable deposition.	$750.00	3.8	$2,850.00
09/30/2024	DD	Communicate	Communicate with defendant's counsel on protective order.	$350.00	0.1	$35.00
09/30/2024	DD	Send	Research and prepare freedom of information act request to the department of industrial relations.	$350.00	0.2	$70.00
09/30/2024	TJF	Conference	Conference with David Danning regarding status of protective order and work in connection with the same.	$750.00	0.4	$300.00
10/01/2024	DD	Communicate	Communicate with defendant's counsel on protective order.	$350.00	0.1	$35.00
10/01/2024	TJF	Work	Work in connection with interview of aggrieved employees.	$750.00	2.3	$1,725.00
10/02/2024	TJF	Review	Review time records and prepared notes in regard to the same; review defendant's supplemental responses to document production request.	$750.00	3.4	$2,550.00

10/03/2024	TJF	Review	Review defendant's supplemental responses to document production requests and conference with David Danning regarding the same.	$750.00	2.7	$2,025.00
10/07/2024	DD	Communicate	Communicate with defendant's counsel regarding protective order.	$350.00	0.1	$35.00
10/07/2024	TJF	Work	Work in connection with the notice and aggrieved employee calls.	$750.00	0.3	$225.00
10/08/2024	TJF	Review	Review report from claims administrator.	$750.00	0.2	$150.00
10/10/2024	DD	Revise	Redline new protective order received from defendant.	$350.00	0.9	$315.00
10/11/2024	DD	Communicate	Communicate with defendant's counsel on protective order.	$350.00	0.1	$35.00
10/11/2024	DD	Revise	Make additional redlines to protective order.	$350.00	0.6	$210.00
10/14/2024	DD	Revise	Revise redlines to protective order, draft email to defendant's counsel.	$350.00	0.5	$175.00
10/14/2024	DD	Communicate	Communicate with client on discovery responses.	$350.00	0.1	$35.00
10/15/2024	DD	Revise	Revise protective order and communicate with defendant's counsel regarding revisions.	$350.00	1.1	$385.00
10/16/2024	DD	Revise	Revise protective order and communicate with defendant's counsel on language.	$350.00	0.6	$210.00
10/16/2024	DD	Call	Call back aggrieved employees who left messages for investigation.	$350.00	1.3	$455.00
10/17/2024	DD	Call	Call with client to obtain information for discovery responses.	$350.00	1.4	$490.00
10/18/2024	DD	Draft	Draft joint stipulation on protective order.	$350.00	0.5	$175.00
10/19/2024	DD	Draft	Draft responses to defendant's special interrogatories based on client's input.	$350.00	2.8	$980.00
10/21/2024	DD	Revise	Revise stipulation and send to defendant's counsel.	$350.00	0.2	$70.00
10/21/2024	TJF	Conference	Conference with David Danning regarding calls with aggrieved employees and work on outline in connection with the same; review and revise draft protective order.	$750.00	3.8	$2,850.00
10/22/2024	TJF	Review	Review correspondence from the notice administrator.	$750.00	0.2	$150.00
10/22/2024	TJF	Review	Review and revise draft protective order and work in connection with the same; review correspondence from defense counsel and the notice administrator.	$750.00	1.8	$1,350.00
10/23/2024	DD	Draft	Revise and edit responses to defendant's special interrogatories.	$350.00	2.1	$735.00
10/24/2024	DD	Call	Call back aggreived employee as part of investigation.	$350.00	0.3	$105.00
10/25/2024	DD	Call	Call back aggreived employees as part of investigation.	$350.00	0.9	$315.00
10/28/2024	DD	Communicate	Communicate with client and obtain verification of responses.	$350.00	0.2	$70.00
10/28/2024	DD	Research	Research responses to interrogatories.	$350.00	0.7	$245.00
10/28/2024	DD	Revise	Conference with Torey Favarote and revise discovery responses.	$350.00	3.1	$1,085.00

10/28/2024	DD	Draft	Draft and revise IDC statement.	$350.00	0.9	$315.00
10/28/2024	TJF	Review	Review and revise discovery responses, and conference with David Danning regarding same; prepare for informal discovery conference.	$750.00	7.8	$5,850.00
10/29/2024	DD	Revise	Revise and edit IDC statement.	$750.00	1.3	$975.00
10/29/2024	DD	Call	Call court clerk on obtaining signed approval order.	$350.00	0.2	$70.00
10/29/2024	TJF	Review	Review and revise informal discovery conference statement; work in connection with preparing for informal discovery conference.	$750.00	3.9	$2,925.00
10/30/2024	DD	Revise	Revise and edit IDC statement.	$350.00	0.7	$245.00
10/30/2024	DD	Prepare	Prepare joint stipulation and protective order for filing, communicate with defendant's counsel regarding the same.	$350.00	0.3	$105.00
10/30/2024	DD	Review	Review deposition testimony and create citations and excerpts.	$350.00	1.2	$420.00
10/31/2024	DD	Prepare	Prepare points, information, deposition excerpts, sample documents, and data analysis for IDC hearing.	$350.00	5.3	$1,855.00
11/01/2024	TJF	Prepare	Prepare for and attend order to show cause/informal discovery conference and related travel; conference with David Danning regarding the same.	$750.00	8.6	$6,450.00
11/05/2024	TJF	Conference	Conference with David Danning regarding case and the status of production.	$750.00	0.3	$225.00
11/13/2024	DD	Communicate	Provide client with a case update.	$350.00	0.1	$35.00
11/14/2024	TJF	Correspond	Correspondence to expert regarding data collection and conference David Danning regarding the same.	$750.00	0.3	$225.00
11/19/2024	DD	Attend	Prepare for and attend call with expert on documents received.	$350.00	0.5	$175.00
11/19/2024	TJF	Prepare	Prepare for the conduct call with expert regarding data and conferences with David Danning regarding the same.	$350.00	2.4	$840.00
12/05/2024	TJF	Review	Review correspondence from defense counsel.	$750.00	0.2	$150.00
12/06/2024	TJF	Conference	Conference with David Danning regarding plaintiff's deposition and related issues.	$750.00	0.2	$150.00
12/11/2024	DD	Communicate	Communicate with client regarding deposition request.	$350.00	0.1	$35.00
12/12/2024	DD	Draft	Draft and revised objections to notice of deposition.	$350.00	0.2	$70.00
12/18/2024	TJF	Review	Review deposition notice for plaintiff and conference with David Danning regarding same and documents not produced by defense counsel so far.	$750.00	0.8	$600.00
12/30/2024	DD	Draft	Draft and revise expert witness exchange.	$350.00	0.2	$70.00
12/30/2024	DD	Review	Review documents served and compare against Court order.	$350.00	0.5	$175.00
12/31/2024	DD	Communicate	Review document request responses.	$350.00	0.4	$140.00
12/31/2024	DD	Communicate	Communicate with defendant's counsel on document production and witness exchange.	$350.00	0.2	$70.00

12/31/2024	DD	Communicate	Communicate with defendant's counsel on document production.	$350.00	0.6	$210.00
01/02/2025	DD	Communicate	Communicate with expert and start reviewing scope of document production.	$350.00	0.4	$140.00
01/02/2025	TJF	Review	Review documents produced by the defendant on 12/31 and correspondence to expert; conference with David Danning in connection with the same.	$800.00	3.8	$3,040.00
01/06/2025	DD	Analyze	Review document production and draft summary of issues and points of interest.	$350.00	0.9	$315.00
01/06/2025	TJF	Review	Review additional documents produced by the defendant on 12/31 and conference with David Danning in connection with the same.	$800.00	8.3	$6,640.00
01/07/2025	DD	Review	Review and analyze document production.	$350.00	1.4	$490.00
01/07/2025	TJF	Review	Review data and documents provided by defendant on 12/31.	$800.00	6.8	$5,440.00
01/08/2025	DD	Call	Call with expert on document production.	$350.00	1.1	$385.00
01/08/2025	DD	Analyze	Review document production, draft additional discovery, and research rounding caselaw.	$350.00	5.4	$1,890.00
01/08/2025	TJF	Review	Review additional documents produced by defendant on 12/31 and conference with David Danning regarding the same.	$800.00	3.1	$2,480.00
01/09/2025	DD	Communicate	Deposition preparation with client.	$350.00	2.1	$735.00
01/09/2025	DD	Draft	Draft and revise document production requests set two.	$350.00	0.5	$175.00
01/10/2025	DD	Draft	Draft and revise deposition notices and discovery requests.	$350.00	1.5	$525.00
01/10/2025	TJF	Review	Review and revise discovery to propound on defendant including deposition notices and conference with David Danning regarding the same; prepare for plaintiff's deposition; review correspondences from defense counsel in connection with discovery issues.	$800.00	9.8	$7,840.00
01/12/2025	DD	Communicate	Communicate with client on documents.	$350.00	0.3	$105.00
01/13/2025	DD	Research	Research sanctions issue and authority for motion.	$350.00	1.0	$350.00
01/13/2025	DD	Communicate	Final deposition preparation with client.	$350.00	0.6	$210.00
01/13/2025	TJF	Work	Work in connection with preparing for plaintiff's deposition.	$800.00	6.9	$5,520.00
01/14/2025	DD	Analyze	Analyze deposition samples and provide counter examples.	$350.00	2.9	$1,015.00
01/14/2025	TJF	Prepare	Prepare for plaintiff's deposition and defend plaintiff at her deposition and conferences with David Danning regarding the same, travel to San Bernadino.	$800.00	10.6	$8,480.00
01/15/2025	TJF	Prepare	Prepare for and defend plaintiff at her deposition and conferences with David Danning regarding the same.	$800.00	8.8	$7,040.00
01/16/2025	TJF	Review	Review objections from defense counsel in connection with deposition notices; review correspondence from defense counsel in connection with the same; prepare for conference with expert and review related data.	$800.00	4.2	$3,360.00

01/17/2025	TJF	Prepare	Prepared notes in connection with document review and continued review of documents produced by defendant on 12/31.	$800.00	5.2	$4,160.00
01/19/2025	DD	Research	Research motion to strike answer and review discovery production and responses.	$350.00	2.8	$980.00
01/19/2025	DD	Research	Research trial continuances.	$350.00	0.7	$245.00
01/19/2025	TJF	Prepare	Prepare for and conduct conference with expert regarding data review and conference with David Danning regarding the same.	$800.00	4.1	$3,280.00
01/20/2025	DD	Call	Call with expert to discuss data.	$350.00	0.7	$245.00
01/20/2025	DD	Prepare	Setup file transfer.	$350.00	0.2	$70.00
01/20/2025	DD	Communicate	Draft communications to expert and opposing counsel.	$350.00	0.5	$175.00
01/20/2025	TJF	Prepare	Prepare for call with expert.	$800.00	2.7	$2,160.00
01/21/2025	DD	Draft	Draft and revise communications to defendant's counsel.	$350.00	0.5	$175.00
01/21/2025	DD	Draft	Draft and revise stipulation to continue trial and proposed order.	$350.00	1.1	$385.00
01/21/2025	DD	Research	Research briefing schedule on the Camp Supreme Court case.	$350.00	0.2	$70.00
01/21/2025	TJF	Conference	Conferences with David Danning regarding trial extension and review and revise correspondence to defense counsel in connection with the same; review and revise drafts ex parte papers and stipulation.	$800.00	4.8	$3,840.00
01/22/2025	DD	Draft	Draft and revise ex parte papers, revise and edit stipulation and proposed order, communicate with plaintiff's counsel regarding the same.	$350.00	3.2	$1,120.00
01/22/2025	TJF	Review	Review and revise stipulation to continue trial; review emails from defense counsel in connection with the same and mediation; continued review of documents produced by defendant 12/31.	$800.00	6.8	$5,440.00
01/23/2025	TJF	Correspond	Correspondence with defense counsel regarding ex parte papers on continuing trial and related issues.	$800.00	0.8	$640.00
01/29/2025	DD	Draft	Draft meet and confer email on document production issues.	$350.00	2.6	$910.00
01/31/2025	DD	Draft	Draft and revise plaintiff's portion of joint report in advance of status conference.	$350.00	1.1	$385.00
02/03/2025	DD	Revise	Research and revise plaintiff's portion of the joint statement.	$350.00	2.3	$805.00
02/03/2025	TJF	Review	Review and revise draft joint case management statement, review defendant's section and conference with David Danning regarding the changes.	$800.00	3.3	$2,640.00
02/04/2025	DD	Revise	Revise and edit joint report.	$350.00	0.7	$245.00
02/07/2025	TJF	Review	Review index of documents produced by defendant and conference with David Danning connection with the same.	$800.00	4.2	$3,360.00
02/09/2025	DD	Prepare	Compile index documents, analyze, reorganize.	$350.00	1.7	$595.00
02/10/2025	DD	Communicate	Call with expert on document dump.	$350.00	0.4	$140.00

02/10/2025	DD	Communicate	Locate and send client deposition transcripts for review and edits.	$350.00	0.3	$105.00
02/10/2025	DD	Analyze	Unscramble and organize index files produced by defendant, eliminate duplicates.	$350.00	1.0	$350.00
02/10/2025	TJF	Prepare	Prepare for case management conference; continued work reviewing index of documents; conference with David Danning and expert regarding data review.	$800.00	6.7	$5,360.00
02/11/2025	DD	Attend	Prepare for and attend case management conference.	$350.00	0.5	$175.00
02/11/2025	DD	Communicate	Send deposition transcript to client and communicate with client regarding the same.	$350.00	0.3	$105.00
02/11/2025	TJF	Prepare	Prepare for and attend case management conference; review defendant supplemental discovery responses and conference with David Danning regarding the same.	$800.00	7.7	$6,160.00
02/18/2025	TJF	Continue	Continued work reviewing defendant's discovery responses and production.	$800.00	6.7	$5,360.00
02/19/2025	DD	Communicate	Communicate with defendant's counsel regarding missing documents and mediation.	$350.00	0.1	$35.00
02/19/2025	TJF	Review	Review defendant's discovery responses and plaintiff's deposition transcript for potential changes.	$800.00	3.9	$3,120.00
02/20/2025	DD	Review	Review transcripts and possible errata.	$350.00	0.9	$315.00
02/20/2025	TJF	Continue	Continue reviewing first day of plaintiff's deposition and conference with David Danning regarding the same.	$800.00	3.4	$2,720.00
02/21/2025	TJF	Review	Review plaintiff's second day of deposition testimony.	$800.00	4.8	$3,840.00
02/24/2025	DD	Communicate	Follow up with defendant's counsel on missing documents and mediation.	$350.00	0.1	$35.00
03/03/2025	DD	Communicate	Follow up with defendant's counsel.	$350.00	0.1	$35.00
03/05/2025	DD	Communicate	Communicate with expert on related documents.	$350.00	0.2	$70.00
03/05/2025	DD	Draft	Draft and revise joint report for informal discovery conference.	$350.00	0.5	$175.00
03/06/2025	DD	Revise	Revise and edit joint report, communicate with defendant's counsel.	$350.00	0.5	$175.00
03/10/2025	DD	Communicate	Communicate with defendant's counsel regarding joint report, finalize joint report.	$350.00	0.3	$105.00
03/11/2025	DD	Communicate	Communicate with client.	$350.00	0.1	$35.00
03/13/2025	DD	Attend	Attend informal discovery conference.	$350.00	0.7	$245.00
03/20/2025	DD	Call	Call with expert and pull excel sheet references from master index and send to expert.	$350.00	0.5	$175.00
03/25/2025	DD	Communicate	Communicate with expert to reset call on data.	$350.00	0.1	$35.00
03/25/2025	DD	Communicate	Communicate with client, provide case update.	$350.00	0.1	$35.00
03/31/2025	DD	Call	Call with expert on data, send expert additional bates numbers for review.	$350.00	1.0	$350.00
04/01/2025	DD	Communicate	Communicate with client.	$350.00	0.4	$140.00

04/01/2025	DD	Communicate	Communicate with aggrieved employees who called.	$350.00	0.6	$210.00
04/03/2025	DD	Compile	Prepare compilations of PDF timecards for review.	$350.00	1.1	$385.00
04/16/2025	TJF	Review	Review paper time and payroll records produced by defendant.	$800.00	3.7	$2,960.00
04/17/2025	TJF	Continue	Continued work reviewing paper and time and payroll records produced by defendant.	$800.00	4.7	$3,760.00
04/18/2025	TJF	Review	Review paper time and payroll data and notes in connection with the same.	$800.00	6.2	$4,960.00
04/22/2025	DD	Compile	Review and compile complete sets of timecards from production.	$350.00	2.5	$875.00
04/28/2025	DD	Communicate	Communicate with client.	$350.00	0.1	$35.00
04/28/2025	TJF	Review	Review and respond to e-mail from expert and conference with David Danning regarding the same and document production; continued work reviewing documents produced by defendant.	$800.00	4.3	$3,440.00
04/30/2025	TJF	Review	Review person most knowledgeable deposition notice.	$800.00	2.1	$1,680.00
05/02/2025	TJF	Review	Review pdf of time and payroll records produced by the defendant.	$800.00	3.7	$2,960.00
05/05/2025	DD	Review	Review and prepare additional timecards and research inventory issues.	$350.00	1.2	$420.00
05/05/2025	TJF	Review	Review defendant's records and notes in connection with the same.	$800.00	3.6	$2,880.00
05/06/2025	DD	Communicate	Communicate with expert and reschedule call.	$350.00	0.2	$70.00
05/07/2025	DD	Compile	Compile folder of only excel documents for expert.	$350.00	2.6	$910.00
05/09/2025	TJF	Prepare	Prepare for call with expert and conference with David Danning regarding the same and continued work reviewing defendant's documents.	$800.00	3.7	$2,960.00
05/12/2025	DD	Call	Call with expert.	$350.00	0.4	$140.00
05/12/2025	TJF	Prepare	Prepare for call with expert and call with expert and review data in and connection with the same.	$800.00	4.6	$3,680.00
05/13/2025	DD	Research	Research competing cases and status.	$350.00	0.9	$315.00
05/14/2025	DD	Prepare	Prepare and procure responses to expert questions, circulate call link.	$350.00	0.5	$175.00
05/14/2025	TJF	Review	Review time records produced by the defendant in PDF and notes in connection with the same.	$800.00	6.4	$5,120.00
05/20/2025	TJF	Prepare	Prepare for call with expert and review documents flagged by David Danning; continued work reviewing defendant's time and payroll data in pdf format and notes in connection with the same.	$800.00	6.8	$5,440.00
05/21/2025	TJF	Review	Review person most knowledgeable deposition and flagged documents by David Danning and conference with David Danning regarding the same.	$800.00	4.2	$3,360.00
05/22/2025	DD	Prepare	Prepare new links and document folder for expert.	$350.00	0.2	$70.00
05/23/2025	TJF	Review	Review pdf of time records produced by defendant and notes in connection with the same.	$800.00	4.2	$3,360.00
05/24/2025	DD	Prepare	Organize and upload files for expert.	$350.00	1.2	$420.00

05/27/2025	DD	Call	Prepare for and attend call with expert, upload additional files for expert.	$350.00	0.7	$245.00
05/27/2025	TJF	Prepare	Prepare for and conduct call with expert and continued work reviewing defendant's time and payroll records in pdf format.	$800.00	4.9	$3,920.00
05/29/2025	TJF	Review	Review policy documents and notes in connection with the same.	$800.00	5.7	$4,560.00
06/02/2025	DD	Call	Call with expert on numbers.	$350.00	0.7	$245.00
06/02/2025	TJF	Prepare	Prepare for call and conduct call with expert and conference with David Danning in connection with the same.	$800.00	3.2	$2,560.00
06/03/2025	TJF	Continue	Continued work reviewing employee payroll records and notes in connection with the same.	$800.00	2.4	$1,920.00
06/09/2025	TJF	Continue	Continued work reviewing employee payroll data, and conference with David Danning regarding the same.	$800.00	3.8	$3,040.00
06/11/2025	DD	Communicate	Confirm rescheduled call and circulate call in information.	$350.00	0.1	$35.00
06/12/2025	TJF	Work	Work reviewing defendants pay and time records.	$800.00	2.6	$2,080.00
06/16/2025	DD	Call	Call with expert on data.	$350.00	1.1	$385.00
06/16/2025	TJF	Prepare	Prepare for call and attend call with expert and David Danning; and work in connection with the same.	$800.00	0.6	$480.00
06/18/2025	DD	Revise	Revise and edit deposition notices.	$350.00	0.7	$245.00
06/18/2025	TJF	Review	Review and revise deposition notices and conference with David Danning regarding the same.	$800.00	3.2	$2,560.00
06/20/2025	DD	Revise	Revise deposition notices and send to defendant's counsel.	$350.00	0.3	$105.00
06/21/2025	TJF	Review	Review and revise discovery to propound and deposition notices.	$800.00	1.1	$880.00
06/22/2025	DD	Draft	Draft instructions for document review and organize file packets for reviewers.	$350.00	1.1	$385.00
06/23/2025	DD	Communicate	Communicate with expert.	$350.00	0.2	$70.00
06/23/2025	TJF	Review	Review correspondence to expert and review time and payroll records of aggrieved employees.	$800.00	6.7	$5,360.00
06/24/2025	DD	Communicate	Communicate with expert.	$350.00	0.1	$35.00
06/25/2025	DD	Call	Call with expert on data.	$350.00	1.2	$420.00
06/25/2025	DD	Review	Review master index, compile files, and distribute to reviewers and expert.	$350.00	0.6	$210.00
06/28/2025	DD	Prepare	Prepare timesheet documents for review.	$350.00	1.1	$385.00
06/29/2025	DD	Prepare	Prepare additional PDF timecards for reviewers.	$350.00	2.4	$840.00
06/30/2025	DD	Research	Further research into wage statement issues.	$350.00	0.5	$175.00
06/30/2025	TJF	Work	Continued work reviewing time and payroll records in PDF format for aggrieved employees.	$800.00	4.4	$3,520.00
07/01/2025	TJF	Review	Review and respond to email from plaintiff's attorney regarding deposition dates; prepare for case management conference and conferences with David Danning regarding the same; review time and payroll data.	$800.00	4.8	$3,840.00

07/02/2025	DD	Communicate	Communicate with defendant's counsel and draft joint case management statement.	$350.00	0.3	$105.00
07/02/2025	TJF	Review	Review time and payroll records and conference with David Danning in connection with the same.	$800.00	3.3	$2,640.00
07/07/2025	DD	Revise	Revise and edit joint report.	$350.00	0.2	$70.00
07/07/2025	TJF	Review	Review emails from plaintiff's attorney and prepare draft joint statement; conference with David Danning in regards to the same; and work in connection with preparing for individual depositions of company representatives.	$800.00	4.8	$3,840.00
07/08/2025	DD	Compile	Compile list of deposition dates, research ADR program.	$350.00	0.4	$140.00
07/08/2025	TJF	Review	Review time and payroll records; prepare for case management conference.	$800.00	4.4	$3,520.00
07/09/2025	DD	Attend	Prepare for and attend case managment conference.	$350.00	0.2	$70.00
07/09/2025	TJF	Prepare	Prepare for case management conference and conference with David Danning regarding the same; review email from plaintiff's counsel regarding depositions of individual employees of the defendant.	$800.00	1.6	$1,280.00
07/10/2025	DD	Revise	Review and revise deposition notices.	$350.00	0.2	$70.00
07/10/2025	TJF	Review	Review deposition notices for individuals and prepare for defendant manager positions and revise the same.	$800.00	2.7	$2,160.00
07/11/2025	TJF	Review	Review emails from defense attorney and continued work reviewing time and payroll records.	$800.00	1.8	$1,440.00
07/14/2025	TJF	Conference	Conference with David Danning regarding depositions and mediation.	$800.00	0.6	$480.00
07/15/2025	TJF	Prepare	Prepare for depositions of four individual managers and work in connection with the same.	$800.00	5.7	$4,560.00
07/16/2025	DD	Prepare	Prepare deposition exhibits.	$350.00	1.1	$385.00
07/16/2025	DD	Research	Research court mediation deadline.	$350.00	0.2	$70.00
07/16/2025	TJF	Work	Work in connection with preparing for individual depositions.	$800.00	3.6	$2,880.00
07/17/2025	TJF	Review	Review correspondence from plaintiff's counsel regarding alternative dispute resolution conference with David Danning and regarding the same review defendant's records in preparation for individual depositions of the defendant's managers.	$800.00	4.3	$3,440.00
07/17/2025	TJF	Continue	Continue work reviewing time and payroll records and for preparation for the for individual depositions of defendant's managers.	$800.00	2.8	$2,240.00
07/21/2025	DD	Research	Research further into ADR program, call courthouse and judical counsel.	$350.00	0.8	$280.00

07/21/2025	TJF	Prepare	Prepare for individual defendant's depositions; work reviewing time and payroll data and conference with David Danning in connection with the same.	$800.00	3.9	$3,120.00
07/22/2025	DD	Prepare	Prepare deposition exhibits for all depositions.	$350.00	6.3	$2,205.00
07/22/2025	TJF	Review	Review correspondence to defense counsel and responses to the same regarding alternative dispute resolution; continued work reviewing defendant's time and payroll data and work in connection with preparing for individual depositions.	$800.00	5.6	$4,480.00
07/22/2025	DD	Communicate	Communicate with defendant's counsel regarding ADR options and person most knowlegeable depositions.	$350.00	0.2	$70.00
07/23/2025	DD	Communicate	Communcate with mediators regarding availibility.	$350.00	0.2	$70.00
07/23/2025	TJF	Prepare	Preparing for corporate depositions.	$800.00	6.2	$4,960.00
07/25/2025	TJF	Work	Work in connection with preparing for corporate depositions.	$800.00	5.7	$4,560.00
07/28/2025	DD	Communicate	Communicate with mediators.	$350.00	0.2	$70.00
07/28/2025	DD	Prepare	Create deposition exhibits.	$350.00	0.3	$105.00
07/28/2025	TJF	Prepare	Prepare for corporate depositions.	$800.00	6.6	$5,280.00
07/29/2025	DD	Research	Research trial deadlines.	$350.00	0.8	$280.00
07/29/2025	DD	Support	Support deposition of Cindy Magana.	$350.00	0.2	$70.00
07/29/2025	TJF	Prepare	Prepare for and take deposition of branch manager Cindy Magana and conferences with David Danning regarding the same.	$800.00	5.5	$4,400.00
07/30/2025	DD	Communicate	Confirm depositions will go forward.	$350.00	0.2	$70.00
07/31/2025	DD	Review	Review timecard documents.	$350.00	0.8	$280.00
07/31/2025	TJF	Prepare	Prepare for branch manager depositions and take depositions of Elizabeth Carrera; conferences with David Danning connection with the same.	$800.00	6.2	$4,960.00
08/01/2025	TJF	Prepare	Prepare for and take branch manager deposition of Elizabeth Duran.	$800.00	5.8	$4,640.00
08/02/2025	DD	Review	Document review for depositions.	$350.00	6.2	$2,170.00
08/04/2025	DD	Review	Document review for depositions.	$350.00	0.6	$210.00
08/06/2025	TJF	Prepare	Prepare for deposition of regional VP Lulu Romero, and conferences with David Danning regarding the same.	$800.00	3.2	$2,560.00
08/07/2025	DD	Review	Document review for depositions	$350.00	1.2	$420.00
08/08/2025	DD	Review	Document review for depositions	$350.00	0.7	$245.00
08/08/2025	TJF	Review	Review correspondence from defense counsel regarding depositions.	$800.00	0.2	$160.00
08/11/2025	DD	Communicate	Communicate with defendant's counsel to confirm deposition.	$350.00	0.1	$35.00
08/11/2025	DD	Prepare	Prepare additional deposition exhibit.	$350.00	0.2	$70.00
08/11/2025	TJF	Prepare	Prepare for deposition of Lulu Romero.	$800.00	4.2	$3,360.00
08/12/2025	TJF	Prepare	Prepare for and take deposition of Lulu Romero, and conferences with David Danning regarding the same.	$800.00	6.3	$5,040.00

08/13/2025	DD	Draft	Draft and revise requests for admissions, research athenticating documents via requests for admissions.	$350.00	1.6	$560.00
08/14/2025	DD	Communicate	Communicate with expert to set up a call.	$350.00	0.1	$35.00
08/14/2025	DD	Review	Document review.	$350.00	0.6	$210.00
08/15/2025	DD	Review	Document review.	$350.00	1.5	$525.00
08/16/2025	DD	Review	Document review.	$350.00	1.7	$595.00
08/19/2025	DD	Call	Call with expert.	$350.00	1.3	$455.00
08/19/2025	DD	Draft	Prepare trial materials.	$350.00	0.3	$105.00
08/19/2025	TJF	Review	Review complaint and conference with David Danning regarding the same.	$800.00	0.3	$240.00
08/19/2025	TJF	Work	Continue work reviewing PDF of time and payroll records; prepare for call with expert and conferences with David Danning regarding the same.	$800.00	4.2	$3,360.00
08/20/2025	DD	Research	Research place of depositions for foreign deponents.	$350.00	0.7	$245.00
08/21/2025	DD	Draft	Draft supplemental discovery requests.	$350.00	0.4	$140.00
08/21/2025	TJF	Review	Review time and payroll data for violations and conferences with David Danny regarding same.	$800.00	6.1	$4,880.00
08/22/2025	DD	Revise	Revise and edit dscovery to be propunded.	$350.00	0.8	$280.00
08/22/2025	DD	Review	Document review.	$350.00	2.3	$805.00
08/25/2025	DD	Review	Document review.	$350.00	0.8	$280.00
08/25/2025	TJF	Prepare	Prepare for person most knowledgeable depositions, and review and revise emails to defense counsel regarding the same.	$800.00	4.6	$3,680.00
08/26/2025	DD	Revise	Draft and revise amended deposition notices.	$350.00	0.4	$140.00
08/27/2025	DD	Research	Research expert report requirements.	$350.00	1.1	$385.00
08/27/2025	TJF	Review	Review and revise continued deposition notices for person most knowledgeable and prepare for call with expert.	$800.00	3.9	$3,120.00
08/28/2025	DD	Call	Call with expert, submission of pleadings materials for report.	$350.00	1.4	$490.00
08/28/2025	DD	Review	Document review.	$350.00	0.8	$280.00
08/28/2025	TJF	Work	Continued work reviewing PDF of time and payroll records and conferences with David Danning regarding same.	$800.00	3.7	$2,960.00
08/29/2025	DD	Call	Call with expert regarding report.	$350.00	0.6	$210.00
08/31/2025	DD	Call	Call with expert.	$350.00	0.8	$280.00
08/31/2025	DD	Research	Research penalties for meal periods, LC 226.7 vs. 512, and records violations penalties.	$350.00	1.3	$455.00
08/31/2025	TJF	Review	Review corporate depositions in preparation for trial.	$800.00	2.4	$1,920.00
09/01/2025	TJF	Prepare	Prepare for call with expert and David Danning regarding damage the case.	$800.00	0.8	$640.00
09/02/2025	DD	Communicate	Communicate with expert regarding report, call with expert.	$350.00	1.6	$560.00

09/02/2025	DD	Review	Document review.	$350.00	0.7	$245.00
09/02/2025	TJF	Work	Continued work regarding damage calculations and models and review depositions of managers and conference with David Danning regarding the same.	$800.00	3.9	$3,120.00
09/03/2025	DD	Review	Document review.	$350.00	1.2	$420.00
09/03/2025	TJF	Review	Review defendant's records in preparation for damages analysis and trial.	$800.00	7.7	$6,160.00
09/04/2025	TJF	Review	Review deposition transcripts in preparation for trial.	$800.00	5.2	$4,160.00
09/05/2025	DD	Review	Document review.	$350.00	1.5	$525.00
09/08/2025	DD	Review	Document review.	$350.00	0.4	$140.00
09/08/2025	TJF	Review	Review exposure report and work in connection pair for trial.	$800.00	4.6	$3,680.00
09/09/2025	TJF	Work	Work reviewing defendant's depositions for trial and preparation of outline.	$800.00	4.9	$3,920.00
09/09/2025	TJF	Prepare	Prepare trial outline.	$800.00	5.6	$4,480.00
09/11/2025	TJF	Review	Review and summarize person most knowledgeable deposition transcript and notes in connection with the same; prepare outline for trial.	$800.00	6.3	$5,040.00
09/15/2025	DD	Prepare	Begin preparing trial documents.	$350.00	0.7	$245.00
09/15/2025	DD	Review	Document review.	$350.00	0.2	$70.00
09/16/2025	TJF	Prepare	Prepare outline for trial.	$800.00	5.2	$4,160.00
09/17/2025	DD	Research	Research whether any supplemental expert designation must provide a report and the allowable scope of that designation.	$350.00	0.6	$210.00
09/19/2025	DD	Review	Document review for trial.	$350.00	0.8	$280.00
09/22/2025	DD	Review	Document review for trial.	$350.00	4.1	$1,435.00
09/23/2025	DD	Review	Review discovery responses recieved from defendant.	$350.00	0.2	$70.00
09/23/2025	DD	Communicate	Communicate with expert regarding deposition notice.	$350.00	0.1	$35.00
09/23/2025	DD	Create	Prepare exhibits for person most knowlegeable depositions.	$350.00	3.6	$1,260.00
09/23/2025	TJF	Prepare	Prepare for person most knowledgeable deposition and review notice from defense counsel.	$800.00	8.7	$6,960.00
09/24/2025	DD	Draft	Draft and revise response to settlement demand.	$350.00	1.3	$455.00
09/24/2025	DD	Draft	Draft and revise notice of expert deposition, meet and confer letter regarding discovery responses, and letter regarding expert deposition.	$350.00	1.3	$455.00
09/24/2025	DD	Review	Document review.	$350.00	1.7	$595.00
09/24/2025	TJF	Work	Work in connection with preparation for trial and person most knowledgeable deposition.	$800.00	9.3	$7,440.00
09/25/2025	DD	Call	Call with expert.	$350.00	0.4	$140.00
09/25/2025	DD	Revise	Revise and edit response to demand for settlement.	$350.00	0.6	$210.00

09/25/2025	DD	Prepare	Prepare additional exhibits for person most knowlegable depositions, document review.	$350.00	3.2	$1,120.00
09/25/2025	TJF	Prepare	Prepare for person most knowledgeable deposition and conference with David Danning regarding the same; prepare for and conduct call with expert.	$800.00	6.7	$5,360.00
09/26/2025	TJF	Prepare	Prepare for person most knowledgeable deposition and continued deposition of Bryan Smith; review correspondence from defense counsel and prepare response to the same.	$800.00	9.6	$7,680.00
09/26/2025	DD	Prepare	Prepare additional exhibits for depositions.	$350.00	2.1	$735.00
09/26/2025	DD	Communicate	Communicate with deposition providers for remote appearance link for documents.	$350.00	0.6	$210.00
09/26/2025	DD	Revise	Revise and edit settlement communication.	$350.00	0.4	$140.00
09/27/2025	TJF	Prepare	Prepare for person most knowledgeable deposition and continued deposition of Bryan Smith.	$800.00	6.9	$5,520.00
09/28/2025	TJF	Prepare	Prepare for person most knowledgeable deposition and continued deposition of Bryan Smith.	$800.00	4.6	$3,680.00
09/29/2025	DD	Draft	Draft and revise plaintiff's portion of the joint report before the final status conference.	$350.00	1.3	$455.00
09/29/2025	DD	Prepare	Prepare additional exhibits for depositions, answer questions necessary for deposition strategy.	$350.00	3.4	$1,190.00
09/30/2025	DD	Attend	Attend resumed deposition of Bryan Smith.	$350.00	1.2	$420.00
09/30/2025	DD	Communicate	Communicate with expert.	$350.00	0.1	$35.00
10/01/2025	DD	Attend	Attend deposition of defendant's time and payroll person most knowledgeable.	$350.00	2.8	$980.00
10/01/2025	DD	Revise	Revise and edit plaintiff's portion of the case management statement.	$350.00	0.6	$210.00
10/01/2025	DD	Review	Document review.	$350.00	1.3	$455.00
10/01/2025	TJF	Prepare	Prepare for and take person most knowledgeable deposition.	$800.00	7.4	$5,920.00
10/02/2025	TJF	Work	Work in connection with preparing for trial.	$800.00	5.6	$4,480.00
10/03/2025	DD	Communicate	Communicate with plaintiff's counsel regarding joint report.	$350.00	0.1	$35.00
10/03/2025	DD	Research	Research document requests for defendant's expert.	$350.00	0.5	$175.00
10/03/2025	DD	Draft	Draft amended notice of expert deposition and request for production.	$350.00	1.0	$350.00
10/03/2025	DD	Create	Exhibit creation.	$350.00	1.2	$420.00
10/03/2025	DD	Revise	Revise and edit report for case managment conference.	$350.00	0.4	$140.00
10/03/2025	TJF	Prepare	Prepare for trial and return travel from person most knowledgeable deposition in New York.	$800.00	7.3	$5,840.00
10/06/2025	DD	Draft	Research and draft motion in limine, conference with Torey Favarote about motions in limine.	$350.00	1.3	$455.00
10/06/2025	DD	Prepare	Preperations and data collection for case management conference.	$350.00	0.9	$315.00
10/06/2025	DD	Research	Research record keeping PAGA violations and caselaw.	$350.00	1.1	$385.00

10/06/2025	TJF	Prepare	Prepare for case management conference and trial; and deposition of defendant's expert.	$800.00	7.6	$6,080.00
10/07/2025	DD	Attend	Attend hearing for case management conference.	$350.00	1.3	$455.00
10/07/2025	DD	Communicate	Communicate with client regarding last minute settlement conference.	$350.00	0.1	$35.00
10/07/2025	DD	Draft	Draft and revise settlement conference statement.	$350.00	6.9	$2,415.00
10/07/2025	TJF	Prepare	Prepare for and attend case management conference and prepare brief for mandatory settlement conference; conferences with David Danning regarding the same.	$800.00	8.3	$6,640.00
10/07/2025	TJF	Prepare	Prepare for trial, and mandatory settlement conference brief.	$800.00	8.7	$6,960.00
10/08/2025	DD	Revise	Revise and edit settlement conference statement, prepare exhibits.	$350.00	4.9	$1,715.00
10/08/2025	DD	Draft	Draft notice to attend trial.	$350.00	0.3	$105.00
10/08/2025	DD	Draft	Draft stipualtion to trifurcate trial.	$350.00	0.8	$280.00
10/08/2025	DD	Create	Create and assemble MSC binders.	$350.00	2.4	$840.00
10/08/2025	TJF	Prepare	Prepare for mandatory settlement conference and damage data review; work preparing for expert deposition defense.	$800.00	6.2	$4,960.00
10/09/2025	DD	Review	Document review and exhibit creation.	$350.00	1.1	$385.00
10/09/2025	DD	Create	Create additonal materials for MSC, generate extrapolations.	$350.00	2.3	$805.00
10/09/2025	DD	Support	Support MSC with case authority, documents, and information.	$350.00	2.2	$770.00
10/09/2025	DD	Draft	Begin drafting exhibit and witness lists.	$350.00	1.1	$385.00
10/09/2025	TJF	Prepare	Prepare for and attend mandatory settlement conference and related travel to and from the court.	$800.00	5.6	$4,480.00
10/13/2025	DD	Research	Research final approval procedures.	$350.00	1.0	$350.00
10/13/2025	TJF	Conference	Conference with David Danning regarding the settlement.	$800.00	0.4	$320.00
10/14/2025	DD	Draft	Draft motion for approval of PAGA settlement.	$350.00	0.6	$210.00
10/16/2025	DD	Call	Call department S-17 to obtain transcript of settlement.	$350.00	0.2	$70.00
10/16/2025	TJF	Review	Review minute order from the Court.	$800.00	0.1	$80.00
10/17/2025	DD	Call	Continue to call department S-17, fill out and submit for for audio recording.	$350.00	0.2	$70.00
10/17/2025	DD	Draft	Begin drafting motion for PAGA approval.	$350.00	0.6	$210.00
10/20/2025	DD	Draft	Begin drafting motion for preliminary approval.	$350.00	4.4	$1,540.00
10/22/2025	TJF	Review	Review and revise draft of the settlement agreement.	$800.00	2.3	$1,840.00
11/12/2025	TJF	Prepare	Prepare correspondence to defense counsel regarding missing data.	$800.00	0.2	$160.00
11/18/2025	TJF	Review	Review and revise settlement agreement.	$800.00	2.8	$2,240.00
11/25/2025	DD	Revise	Revise and edit settlement agreement.	$350.00	0.3	$105.00

11/26/2025	TJF	Prepare	Prepare correspondence to defense counsel regarding missing data for employees and draft longform agreement.	$800.00	0.2	$160.00
12/12/2025	TJF	Follow up	Follow-up email to defense counsel regarding status of data noted in settlement agreement and status of longform agreement.	$800.00	0.2	$160.00
12/18/2025	TJF	Prepare	Prepare motion for approval of PAGA settlement and supporting documents.	$800.00	0.4	$320.00
01/02/2026	TJF	Follow up	Follow-up email to defense counsel on status of data in agreement and the longform agreement.	$800.00	0.2	$160.00
01/12/2026	TJF	Prepare	Prepare correspondence to defense counsel regarding status of longform agreement and required data, and review and revise draft agreement.	$800.00	4.2	$3,360.00
01/15/2026	DD	Draft	Draft declaration of Maria Reyes.	$350.00	0.7	$245.00
01/15/2026	DD	Draft	Draft PAGA notice to go out with checks.	$350.00	0.5	$175.00
01/15/2026	DD	Draft	Draft and revise motion for preliminary approval.	$350.00	3.1	$1,085.00
01/15/2026	TJF	Review	Review and revise draft motion for approval of PAGA settlement and supporting documents.	$800.00	4.4	$3,520.00
01/16/2026	TJF	Review	Review and revise supporting declarations and motion for approval of PAGA settlement.	$800.00	4.9	$3,920.00
01/21/2026	TJF	Review	Review and revise motion for approval of PAGA settlement.	$800.00	4.5	$3,600.00
01/22/2026	TJF	Review	Review and finalize motion for approval of PAGA settlement.	$800.00	3.7	$2,960.00
				Totals:	**1049.0**	**$691,232.50**

Expenses

DATE	EE	ACTIVITY	DESCRIPTION	COST	QUANTITY	LINE TOTAL
04/11/2023	TS	Filing Fee	PAGA filing fee.	$75.00	1.0	$75.00
08/01/2023	TS	Court Filing Fee	Court filing fee regarding first appearance and complex fee on behalf of Maria Reyes. Bosco invoice No. 59291049.	$1,578.50	1.0	$1,578.50
08/03/2023	TS	Attorney Service Fee	Attorney service fee regarding service of summons and complaint on Lyneer Staffing Solutions, LLC. Ace order No. 2215716.	$162.00	1.0	$162.00
08/15/2023	TS	Attorney Service Fee	Attorney service fee regarding filing of peremptory challenge. Bosco invoice No. 9375614.	$134.95	1.0	$134.95
08/21/2023	TS	Copy Fees	Copying/Printing.	$0.06	181.0	$10.86
08/22/2023	TS	Attorney Service Fee	Attorney service fee regarding service of discovery requests on Lyneer Staffing. Ace order No. 2222285.	$194.19	1.0	$194.19
10/23/2023	TS	Copy Fees	Copying/Printing.	$0.06	119.0	$7.14
11/01/2023	TS	Copy Fees	Copying/Printing.	$0.06	233.0	$13.98
11/02/2023	TS	Copy Fees	Copying/Printing.	$0.06	396.0	$23.76
11/06/2023	TS	Attorney Service Fee	Attorney service regarding filing of Motion to compel and supporting documents. One Legal invoice No. 15022431.	$19.20	1.0	$19.20
11/06/2023	TS	Court Filing Fee	Court Filing fee regarding motion to compel.	$265.25	1.0	$265.25

11/15/2023	TS	Attorney Service Fee	Delivery of mandatory Judge's courtesy copy. One Legal invoice No. 15045417.	$75.00	1.0	$75.00
01/08/2024	TS	Copy Fees	Copying/Printing.	$0.06	175.0	$10.50
01/09/2024	TS	Copy Fees	Copying/Printing.	$0.06	221.0	$13.26
01/22/2024	TS	Attorney Service Fee	Attorney Service fee regarding filing of notice. One Legal invoice No. 15220836.	$20.09	1.0	$20.09
02/29/2024	TS	Court Filing Fee	Court filing fee of jury fees. One Legal invoice No. 15345707.	$150.00	1.0	$150.00
02/29/2024	TS	Attorney Service Fee	Attorney service regarding filing of notice of posting jury fees. One Legal invoice No. 15345707.	$20.20	1.0	$20.20
04/04/2024	TS	Attorney Service Fee	Attorney service regarding filing of notice of ruling. One Legal invoice no. 15454311.	$20.09	1.0	$20.09
04/17/2024	TS	Copy Fees	Copying/Printing.	$0.06	65.0	$3.90
04/23/2024	TS	Attorney Service Fee	Attorney service fee regarding filing of notice. One Legal invoice No. 15514059.	$20.09	1.0	$20.09
05/06/2024	TS	Attorney Service Fee	Attorney service regarding filing of joint discovery case management statement. Bosco invoice # 10996636.	$109.95	1.0	$109.95
05/13/2024	TS	Copy Fees	Copying/Printing.	$0.06	349.0	$20.94
05/21/2024	TS	Copy Fees	Copying/Printing.	$0.06	93.0	$5.58
06/07/2024	TS	Deposition Transcription Fee	Certified transcript of deposition of person most knowledgeable at Lyneer Staffing Solutions. Lexitas invoice No. 405435.	$2,199.51	1.0	$2,199.51
01/10/2025	TS	Attorney Service Fee	Hand service of notices of deposition. Ace order No. 2402184.	$154.63	1.0	$154.63
01/10/2025	TS	Copy Fees	Copying/Printing.	$0.06	111.0	$6.66
01/11/2025	TJF	Hotel Fees	Hotel for Plaintiff's deposition.	$274.06	1.0	$274.06
01/16/2025	TJF	Hotel Fees	Hotel for Plaintiff's deposition for Torey Favarote.	$183.70	1.0	$183.70
01/22/2025	TS	Copy Fees	Copying/Printing.	$0.06	201.0	$12.06
02/02/2025	TS	Deposition Transcription Fee	Deposition of Maria Reyes. Steno invoice No. 1437318.	$3,141.70	1.0	$3,141.70
02/06/2025	TS	Attorney Service Fee	Filing of Joint Report. Bosco Legal Services invoice No. 12645579.	$119.95	1.0	$119.95
02/07/2025	TS	Deposition Transcription Fee	Deposition of Maria Reyes Vol. II. Steno invoice No. 1451826.	$2,259.35	1.0	$2,259.35
03/12/2025	TS	Attorney Service Fee	Filing of informal discovery conference report. Bosco Legal Services invoice No. 12865363.	$119.95	1.0	$119.95
05/14/2025	TS	Court Copy Fee	Purchase of Court documents. SBSC Order ID CIVIL70317936.	$8.62	1.0	$8.62
07/08/2025	TS	Attorney Service Fee	Filing of joint report. Magna Legal Services invoice No. 13668755.	$119.95	1.0	$119.95
07/10/2025	TS	Copy Fees	Copying/Printing.	$0.06	73.0	$4.38
07/21/2025	TS	Claims Administrator	Apex Class Action LLC invoice No. 15992003 regarding Belaire-West notice.	$14,712.07	1.0	$14,712.07
07/28/2025	TS	Copy Fees	Copying/Printing.	$0.06	317.0	$19.02
07/30/2025	TS	Copy Fees	Copying/Printing.	$0.06	245.0	$14.70
07/31/2025	TS	Copy Fees	Copying/Printing.	$0.06	196.0	$11.76

08/11/2025	TS	Copy Fees	Copying/Printing.	$0.06	238.0	$14.28
08/21/2025	TJF	Airfare	Flight to New York to take person most knowledgeable depositions. Delta Flight receipt No. 0062358935805.	$2,351.97	1.0	$2,351.97
08/22/2025	TS	Copy Fees	Copying/Printing.	$0.06	51.0	$3.06
08/26/2025	TS	Deposition Transcription Fee	Certified transcript of deposition of Cindy Aguirre. Lexitas invoice No. 447466.	$989.85	1.0	$989.85
08/27/2025	TS	Deposition Transcription Fee	Certified transcript of deposition of Elizabeth Carrera. Lexitas invoice No. 447669.	$984.00	1.0	$984.00
08/28/2025	TS	Deposition Transcription Fee	Certified transcript of deposition of Elizabeth Duran. Lexitas invoice No. 447776.	$984.00	1.0	$984.00
09/03/2025	TS	Data Entry	Paper and handwritten timecard data entry costs.	$5,662.03	1.0	$5,662.03
09/08/2025	TS	Deposition Transcription Fee	Certified transcript of deposition of Lourdes Romero. Lexitas Invoice No. 448767.	$984.00	1.0	$984.00
09/29/2025	TJF	Cabfare	Cab to hotel in New York for person most knowledgeable deposition.	$105.00	1.0	$105.00
09/29/2025	TS	Copy Fees	Copying/Printing.	$0.06	284.0	$17.04
09/30/2025	TJF	Cabfare	Cab to deposition in New York for person most knowledgeable deposition.	$30.00	1.0	$30.00
09/30/2025	TJF	Cabfare	Cab from deposition in New York for person most knowledgeable deposition.	$31.00	1.0	$31.00
09/30/2025	TS	Copy Fees	Copying/Printing.	$0.06	163.0	$9.78
10/01/2025	TJF	Cabfare	Cab from deposition in New York for person most knowledgeable deposition.	$31.00	1.0	$31.00
10/01/2025	TJF	Cabfare	Cab to deposition in New York for person most knowledgeable deposition.	$30.00	1.0	$30.00
10/02/2025	TJF	Hotel Fees	Hotel in New York for person most knowledgeable deposition.	$1,816.73	1.0	$1,816.73
10/02/2025	TJF	Cabfare	Cab to JFK after deposition.	$110.00	1.0	$110.00
10/08/2025	TS	Deposition Videographer Fee	Videographer regarding 9/30/25 deposition of Bryan Smith, person most knowledgeable at Lyneer Staffing. Lexitas invoice No. 452064.	$787.50	1.0	$787.50
10/08/2025	TS	Deposition Videographer Fee	Videographer regarding 10/1/25 deposition of Bryan Smith, person most knowledgeable at Lyneer Staffing. Lexitas invoice No. 452062.	$843.75	1.0	$843.75
10/08/2025	TS	Attorney Service Fee	Filing of report in advance of status conference. Magna Legal Services invoice No. 14297203.	$119.95	1.0	$119.95
10/15/2025	TS	Deposition Transcription Fee	Certified transcript of 9/30/25 deposition of Bryan Smith, person most knowledgeable. Lexitas Invoice No. 452802.	$1,557.80	1.0	$1,557.80
10/15/2025	TS	Deposition Transcription Fee	Certified transcript of 10/1/25 deposition of Bryan Smith, person most knowledgeable. Lexitas invoice No. 452526.	$1,394.00	1.0	$1,394.00
10/23/2025	TS	Attorney Service Fee	Procuring of audio recording of settlement reached at mandatory settlement conference. Magna Legal Services invoice No. 14396974.	$94.45	1.0	$94.45
10/23/2025	TS	Expert Witness Fee	Expert witness analysis of liability. JTC Corporation invoice No. 251004.	$7,450.00	1.0	$7,450.00

12/16/2025	TS	Transcription Fees	Transcribing of audio recording of settlement reached at mandatory settlement conference. eScribers transaction ID 81367875536.	$92.00	1.0	$92.00
01/23/2026	TS	Attorney Service Fee	Magna Legal Services fee for delivery of courtesy copy of motion for approval of PAGA settlement papers to Department S33 of the San Bernardino Superior Court.	$119.95	1.0	$119.95
01/23/2026	TS	Filing Fee	San Bernardino Superior Court filing fee regarding motion for approval of PAGA settlement.	$60.00	1.0	$60.00
01/23/2026	TS	Attorney Service Fee	One Legal fee for electronic filing and service of motion for approval of PAGA settlement.	$30.00	1.0	$30.00
01/23/2026	TS	Copy Fees	Copying/Printing.	$0.06	483.0	$28.98
					Expense Total:	**$53,048.62**

Time Entry Sub-Total:	$691,232.50
Expense Sub-Total:	$53,048.62
Sub-Total:	$744,281.12
Total:	$744,281.12
Amount Paid:	$0.00
BALANCE DUE:	**$744,281.12**

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

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

AMENDED DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL OF PAGA NOTICE; APPROVAL OF ENHANCEMENT AWARD; AND APPROVAL OF ATTORNEYS' FEES AND COSTS

on the parties to this action as follows:

Attorney	**Party(ies) Served**	**Method of Service**
Stacey M. Cooper, Esq. STACEY COOPER LAW, PC 888 Prospect Street, Suite 200 La Jolla, CA 92037 Phone: 619-673-5022 stacey@cooperlawpc.com corbyns@cooperlawpc.com sandra@cooperlawpc.com	Lyneer Staffing Solutions, LLC	By Hand and One Legal, LLC

☐ [BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a commercial courier service for overnight delivery to the offices of the addressee(s).

☒ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Ace Attorney Service, Inc. this date.

☒ [BY DESIGNATED ELECTRONIC FILING SERVICE] I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on March 30, 2026, at Long Beach, California.

Thomas Steinhart