

DECLARATION OF DAVID H. DANNING

I, David H. Danning, 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 an associate 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. After submitting the last report on June 18, 2026, the conference set for June 25, 2026 was continued so that the parties could finalize a final proposed order for the Court to sign. Attached hereto as **Exhibit A** is a true and correct copy of the parties’ email communication with the Court.

3. My office has received redlines from Defendant and accepted all of those redlines. After accepting those changes I sent back a copy of the proposed order and judgment with a few minor typographical corrections to Defendant’s counsel. My office has attempted several times to elicit any further redlines or comments from Defendant’s counsel, but have not received any response. Attached hereto as **Exhibit B** is a true and correct copy of the parties’ email communications regarding the proposed order and judgment.

4. Plaintiff requests that the Court sign the attached proposed order to avoid any further delay. A true and correct redline showing the changes from the proposed order and judgment submitted prior, and the present order and judgment Plaintiff requests the Court sign and enter is attached hereto as **Exhibit C**.

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5. After confirming the approximately 6,120 PAGA members covered by the settlement, my office reached out to the settlement administrator for an updated bid to account for the increase in PAGA members. Attached hereto as **Exhibit D** is a true and correct copy of the updated bid from the settlement administrator. That increases the costs from \$12,990 to \$23,990.

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 July 2, 2026 at Ho Chi Minh City, Vietnam.

David H. Danning

EXHIBIT A

David Danning

From: Stacey Cooper <Stacey@cooperlawpc.com>
Sent: Wednesday, June 24, 2026 8:12 AM
To: Arroyo, Amie; David Danning
Cc: Miranda, Marsha; Torey Favarote
Subject: Re: [External] Re: CIVSB2317672 Reyes v. Lyneer Staffing



Thank you. I will work with counsel to have a new proposed order sent over today. In that event, I believe that the Parties do not need to be heard.

Regards,
Stacey

From: Arroyo, Amie <AArroyo@sb-court.org>
Sent: Wednesday, June 24, 2026 8:09 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>; David Danning <Ddanning@gleasonfavarote.com>
Cc: Miranda, Marsha <MaMiranda@sb-court.org>; Torey Favarote <tfavarote@gleasonfavarote.com>
Subject: RE: [External] Re: CIVSB2317672 Reyes v. Lyneer Staffing

Yes, that will be fine

Amie Arroyo

Judicial Assistant II to Honorable Stephanie Tañada
Department. S33
San Bernardino Superior Court, Justice Center
San Bernardino District- Civil Division
Phone # 708-8850
aarroyo@sb-court.org



From: Stacey Cooper <Stacey@cooperlawpc.com>
Sent: Wednesday, June 24, 2026 6:57 AM
To: David Danning <Ddanning@gleasonfavarote.com>; Arroyo, Amie <AArroyo@sb-court.org>
Cc: Miranda, Marsha <MaMiranda@sb-court.org>; Torey Favarote <tfavarote@gleasonfavarote.com>
Subject: [External] Re: CIVSB2317672 Reyes v. Lyneer Staffing

[CAUTION EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We do not need to be heard, however, I believe that a new proposed order without the additional language regarding the reconciliation will need to be provided to the court. Is it possible for counsel to email a draft proposed order today to this email once the proposed order has been approved by all counsel?

Regards,
Stacey

From: David Danning <Ddanning@gleasonfavarote.com>
Sent: Tuesday, June 23, 2026 2:18 PM
To: Arroyo, Amie <AArroyo@sb-court.org>
Cc: Miranda, Marsha <MaMiranda@sb-court.org>; Torey Favarote <tfavarote@gleasonfavarote.com>; Stacey Cooper <Stacey@cooperlawpc.com>
Subject: RE: CIVSB2317672 Reyes v. Lyneer Staffing

Hello,

Thank you for your email. If the Court is inclined to approve the settlement and Defendant's counsel does not have any issues, then Plaintiff's counsel does not need to be heard on 6/25/2026.

Thanks,
David

DAVID DANNING
ASSOCIATE
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
(408) 427-6769
Ddanning@gleasonfavarote.com

This transmission is intended by the sender and proper recipient(s) to be confidential, intended only for the proper recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, or are not the proper recipient(s), please notify the sender at either the e-mail address or telephone number above and delete this e-mail from your computer. Receipt by anyone other than the proper recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

From: Arroyo, Amie <AArroyo@sb-court.org>
Sent: Tuesday, June 23, 2026 11:39 AM
To: Torey Favarote <tfavarote@gleasonfavarote.com>; David Danning <Ddanning@gleasonfavarote.com>; Stacey Cooper <stacey@cooperlawpc.com>
Cc: Miranda, Marsha <MaMiranda@sb-court.org>
Subject: CIVSB2317672 Reyes v. Lyneer Staffing
Importance: High

Hello Counsel,

Please advise if Counsel will still need to be heard on 6/25/26, given that Plaintiff's counsel asked for the Court to approve the settlement in counsel's report filed 6/18/26.

Please advise as soon as possible.

Amie Arroyo

Judicial Assistant II to Honorable Stephanie Tañada

Department. S33

San Bernardino Superior Court, Justice Center

San Bernardino District- Civil Division

Phone # 708-8850

aarroyo@sb-court.org



EXHIBIT B

David Danning

From: Torey Favarote
Sent: Friday, June 26, 2026 8:50 AM
To: Stacey Cooper
Cc: David Danning; Thomas Steinhart; Sandra McAndrew
Subject: Re: CIVSB2317672 Reyes v. Lyneer Staffing



TRUSTED FOR
Inbox Delivery



Stacey please let us know if you have any other comments to the order so that we can get it finalized and sent to the court today and close this out.

Thanks

Torey

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

Sent from my iPad

On Jun 24, 2026, at 3:20 PM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:

The court already continued the hearing to July 14th. The order has errors (for instance, it said that the hearing was held in May, which is not accurate and there is a word missing where it discusses the class list.) I will not be able to make those changes until after about 4:30 because I do not have access to my computer currently. If you would like to try to make those changes and send it back to me, I can review on my phone.

From: David Danning <Ddanning@gleasonfavarote.com>
Sent: Wednesday, June 24, 2026 3:14 PM
To: Stacey Cooper <Stacey@cooperlawpc.com>

Cc: Thomas Steinhart <tsteinhart@gleasonfavarote.com>; Torey Favarote <tfavarote@gleasonfavarote.com>; Sandra McAndrew <Sandra@cooperlawpc.com>
Subject: RE: CIVSB2317672 Reyes v. Lyneer Staffing

Stacey,

Following up on the below. We would like to avoid inconveniencing the Court with an unnecessary hearing tomorrow. If the draft is fine let us know so we can get it submitted.

Thanks,
Davd

DAVID DANNING
ASSOCIATE
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
(408) 427-6769
Ddanning@gleasonfavarote.com

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From: Stacey Cooper <Stacey@cooperlawpc.com>
Sent: Wednesday, June 24, 2026 12:11 PM
To: David Danning <Ddanning@gleasonfavarote.com>; Sandra McAndrew <Sandra@cooperlawpc.com>
Cc: Thomas Steinhart <tsteinhart@gleasonfavarote.com>; Torey Favarote <tfavarote@gleasonfavarote.com>
Subject: Re: CIVSB2317672 Reyes v. Lyneer Staffing

There appear to be typos but I can't redline this until after 2:30.

From: David Danning <Ddanning@gleasonfavarote.com>
Sent: Wednesday, June 24, 2026 11:36 AM
To: Sandra McAndrew <Sandra@cooperlawpc.com>; Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Thomas Steinhart <tsteinhart@gleasonfavarote.com>; Torey Favarote <tfavarote@gleasonfavarote.com>
Subject: RE: CIVSB2317672 Reyes v. Lyneer Staffing

Sandra and Stacey,

Your redlines are fine, we have accepted them and the only things we did in the attached redline was correct the dates and make one typo correction. Please let us know as soon as

possible if the attached is fine and we will get it submitted in department, and via email to the Court.

Thanks,
David

DAVID DANNING
ASSOCIATE
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
(408) 427-6769
Ddanning@gleasonfavarote.com

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From: Sandra McAndrew <Sandra@cooperlawpc.com>
Sent: Wednesday, June 24, 2026 10:59 AM
To: David Danning <Ddanning@gleasonfavarote.com>; Torey Favarote <tfavarote@gleasonfavarote.com>; Thomas Steinhart <tsteinhart@gleasonfavarote.com>
Cc: Stacey Cooper <Stacey@cooperlawpc.com>
Subject: FW: CIVSB2317672 Reyes v. Lyneer Staffing

Good Morning,

On behalf of Stacey Cooper, please see the attached redlined Proposed Order with changes.

Thank You,
Sandra Frederico
Administrative Assistant
STACEY COOPER LAW, PC
888 Prospect Street, Suite 200
La Jolla, CA 92037

From: David Danning <Ddanning@gleasonfavarote.com>
Sent: Wednesday, June 24, 2026 10:12 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: Torey Favarote <tfavarote@gleasonfavarote.com>; Thomas Steinhart <tsteinhart@gleasonfavarote.com>
Subject: RE: CIVSB2317672 Reyes v. Lyneer Staffing

Attached is a word version of the proposed final order.

DAVID DANNING

ASSOCIATE

GLEASON & FAVAROTE LLP

3646 Long Beach Blvd., Suite 203

Long Beach, CA 90807

(408) 427-6769

Ddanning@gleasonfavarote.com

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From: Stacey Cooper <Stacey@cooperlawpc.com>
Sent: Wednesday, June 24, 2026 8:40 AM
To: Torey Favarote <tfavarote@gleasonfavarote.com>
Cc: David Danning <Ddanning@gleasonfavarote.com>
Subject: Re: CIVSB2317672 Reyes v. Lyneer Staffing

I don't have the word copy. You filed a pdf.

From: Torey Favarote <tfavarote@gleasonfavarote.com>
Sent: Wednesday, June 24, 2026 8:38 AM
To: Stacey Cooper <Stacey@cooperlawpc.com>
Cc: David Danning <Ddanning@gleasonfavarote.com>
Subject: CIVSB2317672 Reyes v. Lyneer Staffing

Please send us a redline of what you want changed in the order so that we can get it filed today.

Thanks

Torey

Torey Joseph Favarote
Attorney at Law
Gleason & Favarote, LLP

3646 Long Beach Blvd., Suite 203

Long Beach, CA 90807
[\(213\) 452-0510](tel:(213)452-0510) Main
[\(213\) 452-0512](tel:(213)452-0512) Direct Dial
[\(213\) 452-0514](tel:(213)452-0514) Fax

Sent from my iPad

On Jun 24, 2026, at 8:13 AM, Stacey Cooper <Stacey@cooperlawpc.com> wrote:

Thank you. I will work with counsel to have a new proposed order sent over today. In that event, I believe that the Parties do not need to be heard.

Regards,

Stacey

From: Arroyo, Amie <AArroyo@sb-court.org>
Sent: Wednesday, June 24, 2026 8:09 AM
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Cc: Miranda, Marsha <MaMiranda@sb-court.org>; Torey Favarote <tfavarote@gleasonfavarote.com>
Subject: RE: [External] Re: CIVSB2317672 Reyes v. Lyneer Staffing

Yes, that will be fine

Amie Arroyo

Judicial Assistant II to Honorable Stephanie Tañada

Department. S33

San Bernardino Superior Court, Justice Center

San Bernardino District- Civil Division

Phone # 708-8850

aarroyo@sb-court.org

<image001.png>

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Regards,

Stacey

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Subject: RE: CIVSB2317672 Reyes v. Lyneer Staffing

Hello,

Thank you for your email. If the Court is inclined to approve the settlement and Defendant's counsel does not have any issues, then Plaintiff's counsel does not need to be heard on 6/25/2026.

Thanks,
David

DAVID DANNING

ASSOCIATE

GLEASON & FAVAROTE LLP

3646 Long Beach Blvd., Suite 203

Long Beach, CA 90807

(408) 427-6769

Ddanning@gleasonfavarote.com

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Cc: Miranda, Marsha <MaMiranda@sb-court.org>
Subject: CIVSB2317672 Reyes v. Lyneer Staffing
Importance: High

Hello Counsel,

Please advise if Counsel will still need to be heard on 6/25/26, given that Plaintiff's counsel asked for the Court to approve the settlement in counsel's report filed 6/18/26.

Please advise as soon as possible.

Amie Arroyo

Judicial Assistant II to Honorable Stephanie Tañada

Department. S33

San Bernardino Superior Court, Justice Center

San Bernardino District- Civil Division

Phone # 708-8850

aarroyo@sb-court.org

<image001.png>

EXHIBIT C

**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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S AMENDED
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~~May 4, 2026

Time: 8:30 am

Judge: Hon. Stephanie Tanada

Dept.: S33

Action Filed: August 1, 2023

Trial Date: None

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[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S AMENDED 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

[PROPOSED] ORDER

On ~~April 22~~May 4, 2026, a hearing was held on plaintiff Maria Reyes (“Plaintiff”) 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. All parties were present and represented by counsel of record in the case.

For the purpose of this Order the following defined terms shall apply:

“PAGA Settlement Group Members” means Plaintiff and all temporary non-exempt employees of Defendant who were assigned to perform work at and/or for one of 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 during the Covered Period.

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

“Released PAGA Claims” means the PAGA claim 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 for Defendant and the 23 clients of the Defendant listed below that Plaintiff alleges were co-employers of plaintiff and the PAGA Settlement Group Members: 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

1 WAREHOUSE-COMMERCE; Sojo Industries; Sojo Industries (Nevada); Three Hands
2 Corporation-Unloaders; Under Armour-Fontana; UNIQUE LOGISTICS INTERNATIONAL (90);
3 UPS CA 01; and World Wide Logistics Group (NTDS) CA.

4 “LWDA Payment” means the payment made to the LWDA under the settlement as its share
5 of the PAGA penalties.

6 “Net Settlement Amount” means the amount that is available for distribution to the PAGA
7 Settlement Group Members and the LWDA after deduction for the following as approved by the
8 Court: (1) the Representative Plaintiff’s Payment, (2) Plaintiff’s Counsel Fees and Expenses
9 Payment, and (3) the Settlement Administrator’s fees and expenses.

10 “PAGA Counsel” means Torey Joseph Favarote and David H. Danning of Gleason &
11 Favarote LLP.

12 The Court, having read and considered the papers on the motion, the case record, the
13 arguments of counsel and the law, and good cause appearing therefore,

14 **IT IS ORDERED** that the terms of the PAGA settlement entered by the parties on the
15 record before the Honorable Joseph T. Ortiz on October 9, 2025 at the Mandatory Settlement
16 Conference, and pursuant to the signed Settlement Agreement for the total consideration of
17 \$925,000.00 is approved as of the date of this signed Order with Defendant to fully fund the
18 settlement within 90 days of this Order. The parties’ fully executed settlement agreement is
19 attached hereto as **Exhibit 1**.

20 The Court approves Maria Reyes’ requested enhancement award of \$10,000.00.

21 The Court approves Apex Class Action LLC as the settlement administrator, and their
22 reasonable fees and costs of \$~~1223~~,990.00.

23 The Court also approves payment of PAGA Counsels’ reasonable attorneys’ fees in the
24 amount of \$305,250.00 and reasonable costs in the amount of \$53,000.00.

25 The remaining funds, after the deduction of the amounts noted above, shall be distributed as
26 follows: Seventy-Five Percent (75%)/~~\$399,637.50~~ ~~\$407,820.00~~ as PAGA penalties to be paid to
27 the LWDA. The PAGA Settlement Group Members will receive the other Twenty-Five Percent
28 (25%)/~~\$133,212.50~~ ~~\$135,940.00~~ of the PAGA penalties.

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 during the Covered Period, to the total number of pay periods worked by all PAGA Settlement Group Members during the Covered Period.

~~Within fifteen (15) days of this Order:~~ Defendant ~~must provide to~~has provided Apex with a Class Action-LLCList ("Apex") containing the names, last known mailing addresses, Social Security Numbers, and ~~total pay periods worked by~~start and end date for each and all PAGA Settlement Group Members on the 23 client accounts at issue during the Covered Period~~along with a signed declaration under penalty of perjury that the list of PAGA Settlement Group Members and their corresponding number of pay periods worked for the Defendant on the 23 client accounts at issue is true and correct. Defendant must also provide the PAGA Settlement Group Member list, along with the corresponding number of pay periods worked by each one during the Covered Period at the 23 client accounts at issue to Plaintiff's counsel with the supporting Bates numbers from the Defendant's document production in the litigation. Defendant's obligation to fund the settlement will be within 90 days of the date of this Order.~~ Within ten (10) days after receiving the \$925,000.00 settlement funding and PAGA Settlement Group Members' information, the settlement administrator shall mail the settlement notice letter which is attached hereto as **Exhibit 2** (in both English and Spanish) and individual PAGA payment to each PAGA Settlement Group Member at his or her last known address or at the updated address found through the NCOA search and retain proof of mailing. Any settlement packets returned to the settlement administrator as undelivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the settlement administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address. If an updated mailing address is identified, the settlement administrator shall resend the settlement packet to the PAGA Settlement Group Member promptly.

If a Settlement Group Member fails to cash the check for his or her settlement share within 120 days after it is mailed to the Settlement Group Member (or, in the case where the check was returned, within 120 days after it is mailed to the new address for the Settlement Group Member),

1 the settlement administrator will transfer the money represented by the check to the California
2 State Controller's Office Unclaimed Property Fund in the person's name.

3 In consideration of representative plaintiff's enhancement payment, as of the date of full
4 funding of the settlement by Defendant, plaintiff Maria Reyes' release of all claims known and
5 unknown against the Defendant will be effective.

6 ///

7
8 ///

9 The Court hereby enters final judgment in accordance with the terms of this Order and
10 retains jurisdiction to enforce the settlement pursuant to Civil Code of Procedure § 664.6.

11
12
13 **IT IS SO ORDERED**

14
15 Dated: _____

16 Hon. Stephanie Tanada
Judge of the San Bernardino Superior Court

EXHIBIT D



Quotation Request:
Torey Favarote
Gleason & Favarote LLP
tfavarote@gleasonfavarote.com
213.452.0510

Case Name: Reyes v. Lyneer
Date: Wednesday, July 1, 2026
RFP Number: 13936001

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Number of Aggrieved Employees	7,200
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	5	\$625.00
Data Analyst	Per Hour	\$150.00	5	\$750.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$1,375.00

Project Management				
Project Management	Per Hour	\$150.00	5	\$750.00
Project Coordinator	Per Hour	\$90.00	4	\$360.00
Data Analyst and Reporting	Per Hour	\$140.00	3	\$420.00
			Sub Total:	\$1,530.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$425.00	1	\$425.00
NCOA Address Update (USPS)	Static Rate	\$550.00	1	\$550.00
Certified Language Translation: Spanish	Static Rate	\$841.00	1	\$841.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$1,936.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	6	\$720.00
Account Management and Reconciliation	Per Hour	\$140.00	6	\$840.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$0.70	7,200	\$5,040.00
USPS First Class Postage	Per Piece	\$0.72	7,200	\$5,184.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	1,440	\$3,240.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$17,374.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	5	\$675.00
Project Management Reconciliation	Per Hour	\$100.00	5	\$500.00
Declarations	Per Hour	\$120.00	5	\$600.00
Sub Total:				\$1,775.00

WILL NOT EXCEED:			\$23,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

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 July 2, 2026, I served a copy(ies) of the following document(s):

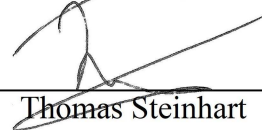
**DECLARATION OF DAVID DANNING IN SUPPORT OF PLAINTIFF'S
SUPPLEMENTAL REPORT IN ADVANCE OF OSC RE: STATUS OF MOTION FOR
APPROVAL**

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	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 July 2, 2026, at Long Beach, California.



Thomas Steinhart