

Harut Voskanyan, Esq., State Bar No. 327888
HVoskanyan@Voskanyanlaw.com
Voskanyan Law Firm, PC.
303 N Glenoaks Boulevard, Suite 200
Burbank, California 91502
Telephone No.: (213) 296-2681
Facsimile No.: (213) 296-2691

Attorneys for Plaintiff LLEWELLYN MCCRAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EDUARDO GOMEZ FAUSTO and
LLEWELLYN MCCRAY, on behalf of the
State of California, and others similarly
situated and aggrieved,

Plaintiffs,

vs.

EAST COAST/WEST COAST LOGISTICS,
LLC, a Delaware Limited Liability Company;
NEED IT NOW DELIVERY, INC., a New
York Corporation; CONSOLIDATED
STAFFINGS OLUTIONS, INC., a California
Corporation; WORKFORCE ENTERPRISES
WFE, INC., a California Corporation; VENUS
STAFFING, INC.; PARTNERS
PERSONNEL-MANAGEMENT SERVICES,
LLC; HR DIRECT SERVICES INC., a
California Corporation; HR DIRECT
SERVICES LLC; a California Limited
Liability Company; THE GHR COMPANY
LLC, a California Limited Liability Company;
THE GHR MANAGEMENT COMPANY
INC., a California Corporation; and DOES 1-
100, inclusive,

Defendants.

Case No.: CIVSB2322813

Assigned for all purposes to:
Hon. Jay H. Robinson, Dept. S35

**DECLARATION OF HARUT VOSKANYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

Date:
Time:
Dept.:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of California, and am the attorney of record for Plaintiff Llewellyn McCray (“Plaintiff McCray”) in this matter. I am familiar with the files, pleadings, and facts in this matter and could and would competently testify to the following facts on the basis of my own personal knowledge.

3. I began practicing law in December of 2019. I graduated from Southwestern Law School in 2019, where I contributed to editing articles that focused on international and comparative law as the Associate Editor of the Southwestern Journal of International Law Honors Program. At Southwestern Law School, I was also recognized for having the highest grade in the Civil Trial course and awarded the Witkin Award for Academic Excellence. While I was a law student, I began working for Shegerian & Associates, Inc. as a Law Clerk. Shegerian & Associates, Inc. is recognized as one of the top employment law firms representing plaintiffs in the State of California. While working as a Law Clerk at Shegerian & Associates, Inc., I was drafting and opposing various motions including summary judgment motions, motions to compel arbitration, trial briefs, motions *in limine*, among others. After graduating from Southwestern Law School and passing the California Bar Exam, I became an Associate Attorney at Shegerian & Associates, Inc. As an Associate Attorney at Shegerian & Associates, Inc., I litigated labor and employment claims such as wrongful termination of employment, sexual harassment, retaliation, and discrimination cases in both state and federal court, including cases based on violations of the FEHA, CFRA, and FMLA, as well as violations of the California Labor Code. Around August 2020, I established Voskanyan Law Firm, PC and have mostly practiced labor and employment law. From August 2022 to the present, I serve as a Board Member for the Los Angeles City College's Paralegal Program's Advisory Committee. I have also been a member of the California Attorneys Association of Los Angeles (CAALA). More recently, my office and I were appointed as class counsel and representative counsel for a PAGA action for settlement purposes, along with co-counsel, in the case of *Williams v. BlueTriton Brands, Inc.*

1 *et al*, California Superior Court for the County of San Bernardino Case Number CIVSB2325920, granting
2 final approval on December 16, 2025.

3 4. On February 5, 2024, my office filed a Complaint for Enforcement Under the Private Attorneys
4 General Act, California Labor Code § 2698, Et Seq. on behalf of Plaintiff McCray against Defendants
5 East Coast/West Coast Logistics, LLC, HR Direct Services Inc., HR Direct Services LLC, The GHR
6 Company LLC, and The GHR Management Company Inc., thereby initiating the action entitled *Llewellyn*
7 *McCray v. East Coast/West Coast Logistics, LLC, et al.*, Los Angeles County Superior Court Case No.
8 24STCV02921 (the “*McCray* Action”). To help facilitate the settlement approval process, Plaintiff
9 McCray agreed to consolidate his claims against Defendants with Plaintiff Eduardo Fausto (collectively
10 with Plaintiff McCray, “Plaintiffs”) in the above-entitled action and seek approval of the settlement in
11 this matter. Accordingly, Plaintiffs filed a First Amended Complaint in the above-entitled action,
12 effectively consolidating the actions, on October 16, 2025.

13 5. Plaintiff McCray has satisfied the prerequisites under California Labor Code section 2699.3(a),
14 including, and not limited to, providing the California Labor and Workforce Development Agency
15 (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code
16 that are alleged to have been violated, including the facts and theories to support the alleged violations,
17 by way of written correspondence on November 15, 2023 (“PAGA Notice”). The PAGA Notice was
18 sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on
19 the LWDA’s website. The LWDA did not respond to the PAGA Notices. A true and correct copy of the
20 PAGA Notice is attached hereto as “**EXHIBIT 1.**”

21 6. I have been actively engaged in the litigation of the *McCray* Action since before its inception,
22 which commenced on February 5, 2024. I have fully and actively participated in the litigation process
23 throughout the pendency of these matters, and since joining forces with Crosner Legal, PC, I have worked
24 cooperatively with them to strategize and resolve the cases, and my work with them has been a
25 coordinated and combined effort. Together, Voskanyan Law Firm, PC. and Crosner Legal, PC are
26 referred to as “PAGA Counsel.”

27 7. Before initiating the lawsuit on behalf of Plaintiff McCray, I conducted extensive investigation
28 and research into the facts and circumstances underlying the pertinent factual and legal issues and

1 applicable law. This required thorough discussions and interviews between myself and Plaintiff McCray,
2 and research into the various legal issues involved in the case, namely, the current state of the law as it
3 applied to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff McCray's
4 claims, and Defendant's defenses. After conducting initial investigations, I determined that Plaintiff
5 McCray's claims were well-suited for representative adjudication owing to what appeared to be a
6 common course of conduct affecting a similarly situated group of current and former hourly-paid, non-
7 exempt employees who worked for Defendants within the State of California, who were not properly
8 compensated for, *inter alia*, all hours worked, non-compliant meal and rest periods, and unreimbursed
9 business expenses.

10 8. The Settlement provides for Representative Enhancement Payments in an amount not to
11 exceed \$10,000.00 each for Plaintiffs (totaling \$20,000.00). The contemplated enhancement award is
12 fair and appropriate in light of the time and effort that Plaintiffs expended to pursue the cases. For
13 example, Plaintiff McCray was available whenever counsel needed him, actively tried to obtain and
14 provide information, and spent a substantial amount of time and effort providing the facts and evidence
15 necessary to facilitate prosecution of the case. Accordingly, it is appropriate and just for Plaintiffs to
16 receive a reasonable enhancement award for their services in the case, in addition to their individual
17 settlement payments under the Settlement.

18 9. I submit that the Settlement is fair, reasonable, and adequate. In addition, the Settlement is in
19 the best interests of Plaintiffs, the State of California, and Aggrieved Employees.

20 10. In prosecuting this matter, I have spent at least 80.1 hours. Attached hereto as "**EXHIBIT 2**"
21 is a detailed time sheet describing the tasks I performed in this matter and the time it took to perform
22 those tasks. My unadjusted lodestar for my hours spent on this matter amounts to approximately
23 \$60,075.00 (80.1 x \$750.00 = \$60,075.00). Based on my credentials, experience, the difficulty and
24 complexity of this matter, and focus of my practice, my hourly rate of \$750.00 is reasonable. I believe
25 that commensurate with my experience, as well as the going rates of other plaintiff attorneys of my
26 experience in California and in the Los Angeles area, \$750.00 per hour is reasonable and warranted.
27 Throughout my practice as an attorney, I have become familiar with customary billing rates for attorneys
28 of my experience level. I understand that my hourly rate as an attorney representing plaintiffs in labor

1 and employment cases is at least comparable, if not below, the hourly rates of other attorneys with similar
2 credentials.

3 11. In litigating the *McCray* Action, my firm has advanced costs in the total amount of \$1,020.03,
4 as reflected in “**EXHIBIT 3**” attached hereto, for which I am seeking reimbursement of as part of
5 Plaintiffs’ Motion for PAGA Approval. These costs were reasonable and necessary in the prosecution
6 of the action and to obtain the Settlement.

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

9 Executed on this 8th day of January, 2026, in Burbank, California.

10
11 By: 
12 Harut Voskanyan, Esq.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

VOSKANYAN LAW FIRM, PC.

November 15, 2023

Via Certified Mail & Return Receipt Requested and Online Submission

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

**Re: HR DIRECT SERVICES INC; THE GHR COMPANY LLC; THE GHR
MANAGEMENT COMPANY INC.; THE GILBERT COMPANY,
L.L.C.; and EAST COAST/WEST COAST LOGISTICS, LLC**

Dear Representative:

My office has been retained to represent Mr. Llewellyn McCray (“Mr. McCray”) against HR Direct Services Inc, The GHR Company LLC, The GHR Management Company Inc., The Gilbert Company, L.L.C., and East Coast/West Coast Logistics, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-25 as an “Employer” or person acting on behalf of an “Employer” pursuant to California Labor Code section 558.1, and DOES 26-50 for violations of California wage-and-hour laws (hereinafter collectively referred to as “Respondent” or “Gilbert Company”).

Mr. McCray is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”) claim on a representative basis. Therefore, Mr. McCray may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

HR Direct Services Inc is a California Corporation headquartered at 8137 Malachite Ave., Suite D, Rancho Cucamonga, California 91730.

The GHR Company LLC is a California Limited Liability Company and is headquartered at 7631 Cabrillo Way, Eastvale, California 92880.

The GHR Management Company Inc. is a California Corporation and is headquartered at 7631 Cabrillo Way, Eastvale, California 92880.

The Gilbert Company, L.L.C. is a California Limited Liability Company and is headquartered at 3940 Green Clover Cir, Orange, California 92867.

East Coast/West Coast Logistics, LLC is a Delaware Limited Liability Company and conducts business as The Gilbert Company, L.L.C. in California. East Coast/West Coast Logistics, LLC is headquartered at 1000 Riverside Drive, Keasbey, New Jersey 08832.

Respondent employed Mr. McCray as a Produce Manager on an hourly basis within one year of the date of this letter (until on or about June 29, 2023) in the State of California. Respondent directly controlled the wages, hours and working conditions of Mr. McCray's employment.

The "aggrieved employees" that Mr. McCray may seek penalties on behalf of are all current and former salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees of Respondent within the State of California.

Respondent failed to properly pay its salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. McCray has standing to pursue penalties on behalf of the state for violations affecting all of the aggrieved employees at Respondent, regardless of their classification, job title, or locations.

Respondent has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code section 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the

relevant time period, Mr. McCray and/or other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Respondent failed to compensate Mr. McCray and/or other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. Respondent also failed to factor non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. McCray and/or other aggrieved employees were entitled to receive certain wages, including overtime compensation, but they were not paid for all hours (and overtime hours) worked.

California Labor Code section 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Respondent routinely required Mr. McCray and/or other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Respondent policies and expectations, and meet production goals. Further, Respondent failed to authorize and permit Mr. McCray and/or other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Respondent failed to compensate Mr. McCray and/or other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefrom is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Respondent failed to pay Mr. McCray and/or other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code section 201 and 203 and therefore is liable under California Labor Code section 203. Moreover, Respondent is also liable under California Labor Code section 203 because, during the relevant time period, Respondent failed to pay Mr. McCray and/or other aggrieved employees on a weekly basis as provided in Labor Code section 201.3.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Respondent did not provide Mr. McCray and/or other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Respondent were in violation of California Labor Code section 226(a). The violations include, but are not limited to, failing to provide timely and accurate wages statements with the proper dates of the period for which Mr. McCray and/or other aggrieved employees were to be paid, including the inaccurate and improper pay date on each of Mr. McCray's and/or other aggrieved employees' pay stubs.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (a) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. McCray and/or other aggrieved employees have been denied their wages and/or premium wages, and, therefore, are entitled to penalties.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Respondent did not provide Mr. McCray and/or other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or indirect consequence of his or her obedience to the directions of the employer. During their employment, Mr. McCray and/or other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Respondent, including for the use of their personal cellular phones.

We believe that Mr. McCray and/or other current and former California-based salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226(c), 226.3,

226.7, 432, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and/or the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. McCray will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees of Respondent within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

VOSKANYAN LAW FIRM, PC.

A handwritten signature in black ink, appearing to read 'H. Voskanyan', with a stylized flourish at the end.

Harut Voskanyan, Esq.

Additional copies of this letter have been mailed as addressed on the next page.

CC: (Via Certified Mail & Return Receipt Requested) (9589 0710 5270 1312 151135)

HR Direct Services Inc

The GHR Management Company Inc.

Attn: Adrian Enriquez

12672 Limonite Ave., Suite #3E 188

Eastvale, CA 92880

Agent for Service of Process for HR Direct Services Inc and The GHR Management Company Inc.

CC: (Via Certified Mail & Return Receipt Requested) (7022 0410 0003 1827 1790)

The GHR Company LLC

Attn: Adrian Enriquez

7634 Dartmouth Ave

Rancho Cucamonga, CA 91730

Agent for Service of Process for The GHR Company LLC

CC: (Via Certified Mail & Return Receipt Requested) (9589 0710 5270 1312 151159)

The Gilbert Company, L.L.C.

Attn: Roy Norman Gilbert

3940 Green Clover Cir

Orange, CA 92867

Agent for Service of Process for The Gilbert Company, L.L.C.

CC: (Via Certified Mail & Return Receipt Requested) (9589 0710 5270 1312 151098)

East Coast/West Coast Logistics, LLC

Via Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

Agent for Service of Process for East Coast/West Coast Logistics, LLC

EXHIBIT 2

McCray, et al. v. East Coast/West Coast Logistics et al - Harut Voskanyan Time Log

Case Name:

DATE	ACTIVITY	HRS
07.25.2023	Initial intake consultation of Mr. McCray (LM)	2.3
07.25.2023	Research into case; reviewed documents; analyzed potential legal claims	1.8
07.26.2023	F/u discussion with LM; explained case process; legal fees; discussed and sent retainer	0.8
07.27.2023	Drafted and sent notice of representation; request for personnel and wage files	1.7
09.06.2023	Discussion with OPC Landegger Verano & Davis re case; LM's files	0.3
10.02.2023	Reviewed LM's personnel and wage file;	1.4
10.26.2023	Continued review of LM's personnel and wage file	3.1
11.15.2023	Researched the employer companies; drafted and sent out PAGA notices re this case	3.3
11.20.2023	Spoke to Defense Attorney Marie Davis re the PAGA notice; the case and potential claims; and prior settlement	0.7
11.28.2023	F/u with Marie Davis (MD) re case	0.2
12.05.2023	Received and reviewed MFA for Martinez case that was previously settled against Defendants	2.2
12.06.2023	Discussions with MD	0.2
12.07.2023	Call with MD re case and potential resolution	0.6
02.03.2024	Drafting Complaint Packet	2.1
02.05.2024	Finalized Complaint Packet and filed	1.2
03.08.2024	Received and reviewed Defendant East Coast/West Coast Answer to Complaint	1.3
03.11.2024	Received and reviewed Defendant HR Direct Services and GHR Companies' Answer to Complaint	1.1
04.08.2024	Drafted First Set of Discovery to 5 entity defendants	4.9
04.09.2024	Finalized First Set of Discovery and Served to defendants	1.8
04.22.2024	Prepared and filed CMC Statement	1.5
05.03.2024	Reviewed Defendants' CMC Statements	1.1
05.09.2024	Prepared for and Attended CMC	2.7
05.15.2024	Reviewed Defendant Discovery Responses	2.8
05.20.2024	Drafted Notice of Continued CMC and served on Defendants	0.8
06.17.2024	Reviewed and took notes re Defendant East Coast/West Coast's Motion to Stay	4.2
06.22.2024	Drafted Opposition to Defendant's Motion to Stay	2.8
06.25.2024	Finalized, Served and Filed Plaintiff's Oppo to Def Motion to Stay	2.2
07.08.2024	Reviewed Defendants' Reply re Motion to Stay	3.1
07.09.2024	Prepared for and Attended Hearing/Oral Argument on Def's Motion to Stay	3.5
07.16.2024	Received and Reviewed Court's Order re Staying Case	0.9
08.05.2024	Prepared, served and filed notice of continued CMC	0.6
09.29.2024	Prepared email and sent to Fausto counsel Nikki Trenner re Joint Prosecution	0.4

09.30.2024	Prepared for and had call with Nikki Trenner re the Fausto and McCray cases; our respective cases	0.9
12.30.2024	Email with Nikki Trenner Re cases	0.3
01.03.2025	Prepared for and had call with Nikki Trenner re the Fausto and McCray cases; our respective cases	0.8
01.03.2025	Email with Nikki Trenner Re cases	0.2
01.09.2025	Discussion with Nikki Trenner and agreeing to jointly prosecute our respective cases; reviewed JPA draft	1.3
01.09.2025	Discussion with Mr. McCray regarding joint prosecution	1.6
01.29.2025	Reviewed and approved the Memorandum of Understanding re settlement; discussed with Mr. McCray	2.9
04.01.2025	Reviewed and revised the FAC adding facts for Mr. McCray	2.3
07.02.2025	Reviewed and edited long form draft settlement agreement	3.2
07.09.2025	Prepared for and attended Case Status Conference	2.1
11.20.2025	drafted and filed joint status conference report	1.8
11.25.2025	Prepared for and attended OSC Re status of Fausto case	1.9
01.07.2026	Drafted Harut Voskanyan declaration in support of PAGA approval; reviewed and calculated case costs	3.2
TOTAL		80.1

EXHIBIT 3

VOSKANYAN LAW FIRM, PC.

Cost Summary Re:

McCray, et al. v. East Coast/West Coast Logistics, et al.

DATE	DESCRIPTION	COST
07.27.2023	Certified Mail Personnel File Request	\$20.04
11.15.2023	Certified Mail PAGA Notices	\$42.80
11.15.2023	PAGA Filing Fee	\$75.00
02.05.2024	Case Filing Fee	\$467.55
02.05.2024	Summons Filing/Correction Fees	\$35.10
02.16.2024	Process Server Fees	\$241.94
03.25.2024	Research Fee – San Bernardino Sup Ct Doc Access	\$4.00
04.22.2024	CMC Statement Filing Fee	\$19.15
05.20.2024	Notice of Continuance Filing Fee	\$19.15
06.25.2024	Opposition to Def Mtn to Stay Filing Fee	\$19.71
08.05.2024	Notice Filing Fee	\$19.71
01.07.2025	Research Fee – Los Angeles Sup Ct Doc Access	\$9.00
02.07.2025	CMC Statement Filing Fee	\$23.44
11.20.2025	Joint Status Conference Report Filing Fee	\$23.44
	TOTAL	\$1,020.03