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12 Attorneys for Plaintiff ANITA TREJO, as an individual and on behalf of all  
 13 similarly situated employees

14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ANITA TREJO,  
 17 Plaintiff,  
 18 v.

19 LYNEER STAFFING SOLUTIONS,  
 20 LLC; CIERA STAFFING, LLC;  
 21 EMPLOYERS HR LLC; YUSEN  
 22 LOGISTICS (AMERICAS) INC.; and  
 23 DOES 1 through 50, inclusive,  
 24 Defendants.

Case No. 2:19-cv-4132-DSF (JCx)

**DECLARATION OF KATHERINE  
 J. ODENBREIT IN SUPPORT OF  
 PLAINTIFF’S MOTION FOR  
 FINAL APPROVAL OF CLASS  
 ACTION SETTLEMENT**

Assigned to;  
 Hon. Dale S. Fischer, Courtroom 7D

Date: June 6, 2022  
 Time: 1:30 p.m.  
 Courtroom: 7D

Complaint Filed: March 27, 2019

1                                   **DECLARATION OF KATHERINE J. ODENBREIT**

2                   I, KATHERINE J. ODENBREIT, declare as follows:

3                   1.       I am an attorney, duly admitted to practice law before the courts in the  
4 State of California. Unless otherwise specified, I have personal knowledge of the  
5 following facts, and if called as a witness, I could and would testify competently  
6 thereto, without intending to waive any attorney-client privilege.

7                   2.       I am lead counsel of record for Plaintiff ANITA TREJO (hereinafter  
8 “Plaintiff” or “Class Representative”) in the matter of *Anita Trejo v. Lyneer Staffing*  
9 *Solutions, LLC, et al.*, filed in the Central District of California, case number 2:19-cv-  
10 04132DSF (JCx).

11                   3.       This declaration is submitted in support of Plaintiff’s Motion for Final  
12 Approval of Class Action Settlement and Motion for Enhancement Payment,  
13 Attorney’s Fees, and Reimbursement of Costs and Expenses, filed concurrently here  
14 within.

15   **BACKGROUND**

16                   4.       On March 27, 2019, Plaintiff, a former employee of Defendants, filed the  
17 Class Action in the Superior Court of California for the County of Los Angeles as a  
18 proposed class action on behalf of all current and former non-exempt California  
19 employees of Defendants, during the period of March 27, 2019, through the date of  
20 final judgment. Plaintiff alleged that Defendants (1) failed to pay all wages, including  
21 minimum wages and overtime wages; (2) failed to provide accurate itemized wage  
22 statements; (3) failed to pay wages upon termination of employment; and (4) engaged  
23 in unfair business practices. Plaintiff sought recovery under the California Labor  
24 Code, the applicable Industrial Welfare Commission Wage Order, and the California  
25 Business & Professions Code. On May 13, 2019 Defendant Yusen Logistics  
26 (Americas), Inc. filed a notice of removal, removing the lawsuit titled *Anita Trejo v.*  
27 *Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen*  
28 *Logistics (Americas), Inc.* Case No. 19STCV10411 to the United States District Court

1 for the Central District of California pursuant to 1332(d), 1367(a), 1441(a), 1441(b),  
2 1446, and 1453. On May 30, 2020 Plaintiff filed the PAGA Action in the Superior  
3 Court of California for the County of Los Angeles Private Attorney’s General Act  
4 (“PAGA”). Defendants deny all of the allegations in the complaint and the theories  
5 of liability upon which this case was asserted. Defendants asserted affirmative  
6 defenses to each of the causes of action asserted therein.

7 **INVESTIGATION AND EXCHANGE OF INFORMATION**

8 5. Over the course of the litigation, I and others from my office conducted  
9 extensive investigation into the claims asserted in this case. That investigation  
10 included the review, analysis and sampling of numerous records, including records of  
11 2,063 class members, and other documents, and research and evaluation of claims and  
12 defenses. Plaintiff secured information and documentation concerning the claims set  
13 forth in the litigation, such as Defendants’ policies and procedures regarding the  
14 payment of wages, meal and rest breaks, as well as information regarding the number  
15 of putative class members and the mix of current versus former employees,  
16 Defendants’ written policies and handbook, the wage rates in effect, and length of  
17 employment for the average putative class member. In turn, Plaintiff retained her own  
18 expert to review and analyze these records to further Plaintiff’s evaluation of the  
19 Plaintiff’s class and PAGA claims and evaluation of settlement value.

20 6. In addition, class counsel has conducted an investigation of the law and  
21 facts relating to the claims asserted in the litigation and has concluded, taking into  
22 account the sharply contested issues involved, the expense and time necessary to  
23 pursue the litigation through trial and any appeals, the risks and costs of further  
24 prosecution of the litigation, the risk of an adverse outcome, the uncertainties of  
25 complex litigation, and the substantial benefits to be received by the Plaintiff and the  
26 members of the class pursuant to this Settlement, that a settlement with Defendants,  
27 terms and conditions set forth herein is fair, reasonable, adequate, and in the best  
28 interests of the Class Members.

1           7. Defendants' counsel and Plaintiff's counsel have worked cooperatively  
2 regarding document and data productions sufficient for both sides to fully evaluate  
3 this case. The information provided by Defendants and class counsel's independent  
4 investigation of the facts has allowed class counsel to fully assess the strengths and  
5 weaknesses of Plaintiff's class claims against Defendants.

6           8. Class counsel is experienced in class action wage-and-hour litigation and  
7 has significant knowledge of the relevant operations of Defendants, given the  
8 disclosures made by Defendants throughout the course of the case. The experience of  
9 Class counsel is detailed in Plaintiff's Further Statement Re: Adequacy of Plaintiff's  
10 Counsel Pursuant to Court Order filed January 27, 2020 (DKT. No. 35). Plaintiff's  
11 Counsel's experience is further detailed in the Declaration of Katherine J. Odenbreit in  
12 Support of the Joint Motion for Preliminary Approval. DKT. No. 53, ¶ 29, Exhibits E  
13 and F.

14           9. Plaintiff and Plaintiff's counsel believe the case is suitable for class  
15 certification in that there were company-wide policies that affected all of Defendants'  
16 non-exempt hourly employees which could be established using representative  
17 testimony and declarations from class members, as well as the policies and procedures  
18 reflected in the documents produced by Defendants during discovery. However, while  
19 Plaintiff contends this is a suitable case for certification, Plaintiff realizes that there is  
20 always a significant risk associated with class certification proceedings.

21           10. Defendants, in their responsive pleadings, asserted a multitude of  
22 affirmative defenses, each of which is still claimed as a valid defense by Defendants.  
23 In addition to disputing the merits of Plaintiff's claims, Defendants would strongly  
24 challenge any request for class certification. Proceeding with this litigation poses  
25 various risks, including possible decertification, the uncertainty of proceeding on a  
26 class basis through trial, the risk of establishing class-wide damages, overcoming  
27 Defendants' defenses and the always present possibility of appeals and Plaintiff's  
28 Counsel adjusted the value of each claim accordingly.

**SETTLEMENT**

1  
2 11. On August 26, 2020, the Parties engaged in private mediation with  
3 mediator Steve Serratore, a mediator highly-experienced in the type of wage and hour  
4 allegations brought in this matter by Plaintiff. While the case did not settle at  
5 mediation on August 26, 2020, the Parties continued with good faith arm-length  
6 settlement negotiations through Mr. Serratore and ultimately the Parties reached an  
7 agreement and memorialized the agreement in a Joint Stipulation of Class Action  
8 Settlement and Release (“Settlement Agreement” or “Agreement”) that was fully  
9 executed on April 22, 2021. Following the Court’s June 1, 2021, Order to correct the  
10 references to exhibits delineated in the Amended Proposed Order and address the  
11 amount of time class members have to object to any award of fees and costs, the  
12 Parties entered into a subsequent Joint Stipulation of Class Action Settlement and  
13 Release with the Addendum and Amended Class Notice amended pursuant to the  
14 Court’s order. At all times, the negotiations leading to the Settlement Agreement have  
15 been adversarial, non-collusive, and at arm’s length.

16 12. Plaintiff now submits the settlement to this Court for final approval. A  
17 true and correct copy of the Parties’ Settlement Agreement and Addendum is attached  
18 hereto as Exhibit “A.”

19 13. Key provisions of the Settlement include the following:

- 20 • Defendants stipulate to certification of the class for purposes of  
21 settlement only;
- 22 • The Gross Settlement Amount (“GSA”) has increased to six hundred  
23 twenty-six thousand seven hundred five dollars and forty-five cents  
24 (\$626,705.45) to account for the increase in class size and work weeks  
25 worked by Class Members from the time of mediation to preliminary  
26 approval of the Settlement. Pursuant to Settlement Agreement  
27 Defendants will pay an additional \$146,705.45 to the GSA making the  
28 total to be paid \$626,705.45. (Exhibit A, ¶1.20.) Defendants were not

1 required to pay more than the GSA as long as the work weeks did not  
2 increase more than 10%. If the class increased, the GSA shall increase  
3 proportionately. Wherein the number of work weeks did increase from  
4 nineteen thousand nine hundred forty-two (19,942) to twenty-six  
5 thousand thirty-seven (26,037) or 30.6%, the GSA increased  
6 proportionately;

- 7 • Defendants will not oppose Class Counsel's request for fees of up to one-  
8 third of the GSA or two hundred eight thousand nine hundred one dollars  
9 and eighty-two cents (\$208,901.82). Class Counsel originally estimated  
10 the litigation costs to be sixteen thousand dollars (\$16,000.00).  
11 Attorneys' actual costs in the amount of thirteen thousand three hundred  
12 ninety-nine dollars and ninety-one cents (\$13,399.91) are requested by  
13 Class Counsel to be paid from the GSA. The remaining amount of two  
14 thousand six hundred dollars and nine cents (\$2,600.09) will become part  
15 of the Net Settlement Fund for distribution to Settlement Class Members;
- 16 • An Enhancement Award in the amount of seven thousand five hundred  
17 dollars (\$7,500.00), if approved by the Court, will be paid to Named  
18 Plaintiff, Anita Trejo, to be paid out of the GSA;
- 19 • A PAGA payment of twenty thousand dollars (\$20,000.00) in PAGA  
20 penalties, 75% (or \$15,000) to the LWDA and 25% (or \$5,000), if  
21 approved by the Court, will be distributed among PAGA Members;
- 22 • Phoenix Settlement Administrators to be awarded full costs of  
23 administration at the termination of its duties as the class administrator  
24 in the amount of fifteen thousand dollars (\$15,000.00), if approved by  
25 the Court, for Settlement Administrator Cost to Phoenix Class Action  
26 Solutions.
- 27 • By no later than fifteen (15) calendar days after the Final Approval Date,  
28 Defendants shall provide the Settlement Administrator the GSA. Within

1           fifteen (15) calendar days after the GSA is fully funded, the Settlement  
2           Administrator shall pay all payments due under the Settlement, including  
3           all Individual Settlement Payments, Individual PAGA Payments, the  
4           Attorney Fee Award, the Cost Award, the Class Representative  
5           Enhancement Award, the LWDA PAGA Allocation payment, and the  
6           Administration costs in the amounts mentioned above;

- 7           • Class Members will automatically be paid their share if they did not opt  
8           out of the Settlement, no claim form is required.

9           **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

10          14. This Settlement is fair and reasonable because it provides substantial and  
11          immediate benefits to the class members. The Settlement is jointly presented as the  
12          product of extensive arms' length negotiations by experienced counsel on both sides  
13          after mutual discovery and recognition of the strengths and weaknesses of each other's  
14          positions. In calculating the appropriate settlement amount, the parties had sufficient  
15          information, including number of putative class members and the mix of current  
16          versus former employees, the number of work weeks worked by Class Members, the  
17          wage rates in effect, and length of employment for the average putative class member,  
18          and had conducted an adequate investigation to allow them to make an educated and  
19          informed analysis and conclusion.

20          15. As stated in the Declaration of Katherine J. Odenbreit in support of the  
21          Motion for Preliminary Approval (DKT. No. 53, ¶¶ 6-25), it is estimated that the  
22          reasonable value for all claims is approximately two million one hundred eighty-two  
23          thousand nine hundred twenty-four dollars and fifty-one cent (\$2,182,924.51). Given  
24          the increase in class size and workweeks, the adjusted estimated reasonable value  
25          would be approximately \$2,706,826.39. The Gross Settlement Amount of six hundred  
26          twenty-six thousand seven hundred five dollars and forty-five cents (\$626,705.45) still  
27          represents approximately 22% of the reasonable value of the case which was found  
28          by the Court at preliminary approval to be a fair and reasonable recovery. (DKT. 53

1 Odenbreit Dec., ¶ 23.) The Parties contemplated a potential increase in Class Members  
2 and to account for the potential increase and ensure this settlement was reasonable the  
3 Parties agreed to an Escalator Clause in the Settlement Agreement (Ex. A, ¶1.20)  
4 wherein the Gross Settlement Amount (“GSA”) has increased to six hundred twenty-  
5 six thousand seven hundred five dollars and forty-five cents (\$626,705.45) to account  
6 for the increase in class size. Wherein the class size did increase from two thousand  
7 sixty-one (2,061) to two thousand five hundred sixty-one (2,561) Class Members.  
8 Wherein the number of work weeks did increase from nineteen thousand nine hundred  
9 forty-two (19,942) to twenty-six thousand thirty-seven (26,037). Accordingly, based  
10 on the contemplated increase in class size and or work weeks and the corresponding  
11 increase in the GSA, Class Counsel maintains that this settlement is fair, adequate,  
12 and reasonable.

13 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF**  
14 **ENHANCEMENT AWARD**

15 16. Defendants have agreed it will not oppose a request for a Class  
16 Representative Enhancement Award in an amount of seven thousand five hundred  
17 dollars (\$7,500.00) for Plaintiff Anita Trejo. Compared to the amount available to Class  
18 Members, the enhancement award is not unreasonably high. Taking the risk of filing  
19 a lawsuit against an employer deserves recognition, especially in light of the favorable  
20 settlement achieved by Plaintiff. Plaintiff was instrumental in this litigation by  
21 assisting counsel in understanding the realities of Defendants’ workplace, policies at  
22 issue, identification of witnesses and in understanding and reviewing documents.  
23 Additionally, Plaintiff was actively involved in the litigation and settlement  
24 negotiations in this Action, expending considerable effort in advancing the interests  
25 of the Class.

26 **CLASS CERTIFICATION**

27 17. The class is ascertainable by objective criteria. The Settlement Class  
28 Members (or “Settlement Class”) are identified by their classification as non-exempt,



1 hourly workers of Defendants. Settlement Class Members are all non-exempt, hourly  
2 workers who were assigned by Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC,  
3 and Employers HR, LLC to perform work for Yusen Logistics (America), Inc. in  
4 California at any time from July 1, 2017 through and including August 25, 2019.

5 18. The Class is sufficiently numerous. Based on Defendants’  
6 representations, there are two thousand five hundred sixty-one (2,561) total Class  
7 Members. Class Counsel believes Defendants’ data is reliable as it was taken from  
8 employers’ payroll records.

9 19. Plaintiff’s claims are typical of the Class. Plaintiff was hired as a non-  
10 exempt hourly worker by Defendants during the Class Period. Like other Class  
11 Members, Plaintiff worked for Defendants in California and was subject to the same  
12 policies and practices concerning time keeping, meal breaks, rest breaks, payment of  
13 wages, and derivative wage and hour claims as the Class Members. Plaintiff asserts  
14 that she and other Settlement Class Members share the same claims stemming from  
15 Defendants’ aforementioned alleged violations of the Labor Code and the wage order.  
16 No unique defenses applicable to Plaintiff have been identified that do not also exist  
17 as to other Settlement Class Members.

18 20. Common issues exist and predominate. Here, a limited set of  
19 employment practices are at issue including: (1) whether Defendants engaged in a  
20 common course of failing to provide and/or compensate employees for all hours  
21 worked at the appropriate rate, 2) provided all required meal and rest periods or  
22 compensation in lieu thereof; and (3) whether these alleged violations resulted in  
23 ancillary violations of Lab. Code, sections 203, and 226, as well whether they justify  
24 penalties under PAGA and support the basis for relief under the UCL. The factual and  
25 legal issues are the same for all the identified Class Members including Plaintiff.

26 21. Common questions also predominate. This case concerns the legality of  
27 Defendants’ practices with regard to time keeping, payment of wages, including  
28 minimum and overtime wages, meal and rest periods, wage calculations, inaccurate

1 wage statements, and related derivative claims. Resolution of the legality of  
2 Defendants’ practices is a central aspect of the case from a liability perspective.  
3 Therefore, common questions predominate.

4 22. Plaintiff has demonstrated, through her participation in this action for  
5 over two years, her willingness to serve as representative for the Class. Plaintiff has  
6 no known conflicts of interest with Class Members and has agreed to place the Class’s  
7 interests above her own. Plaintiff’s efforts throughout this litigation also demonstrate  
8 her adequacy to represent the Class.

9 23. By consolidating two thousand five hundred sixty-one (2,561) potential  
10 individual actions into one proceeding, this Court’s use of the class action device  
11 enables it to manage this litigation in a manner that serves the economics of time,  
12 effort and expense for the litigants and the judicial system. Absent class treatment,  
13 similarly situated employees with small but potentially meritorious claims for  
14 damages would, as a practical matter, have no means of redress because of the time,  
15 effort and expense required to prosecute individual actions. Moreover, in the context  
16 of settlement, superiority concerns are almost non-existent because case management  
17 is controlled and a methodology for trial is not needed.

18 **THIRD PARTY ADMINISTRATOR COSTS**

19 24. The Parties have agreed to pay reasonable expenses for administration.  
20 The “Settlement Administrator” is Phoenix Settlement Administrators. The  
21 Settlement Administrator shall be responsible for administering the Settlement  
22 pursuant to the terms of the Agreement, the Notice Packet, the preliminary approval  
23 order, and the final judgment. The Settlement Administrator shall agree to the  
24 confidentiality terms as may be required by Defendants regarding personnel and  
25 payroll data provided to the Settlement Administrator. The Settlement Administration  
26 Costs in the amount of fifteen thousand dollars (\$15,000.00) shall be paid out of the  
27 GSA. The Declaration from the Settlement Administrator’s representative is  
28 contemporaneously filed herewith (Declaration of Taylor Mitzner on Behalf of

1 Settlement Administrator (“Mitzner Decl.”) detailing the Settlement Administrator’s  
2 costs/invoice.

3 **PAGA COMPLIANCE**

4 25. Plaintiff’s action seeks penalties pursuant to PAGA. The Settlement  
5 allocates PAGA civil penalties. Per Labor Code section 2699, subdivision (i), seventy-  
6 five percent (75%) of such penalties, or fifteen thousand dollars (\$15,000.00) will be  
7 payable to the Labor & Workforce Development Agency ("LWDA"), and the  
8 remaining twenty-five percent (25%), or five thousand dollars (\$5,000.00), will be  
9 divided equally among Class Members that worked from May 30, 2018 through and  
10 including August 25, 2019.

11 26. On April 22, 2021, class counsel provided a copy of the Settlement  
12 Agreement to the LWDA by submitting a copy via the LWDA’s online platform. A  
13 true and correct copy of the confirmation of submissions to the LWDA is attached  
14 hereto as Exhibit B.

15 **ATTORNEYS’ FEES AND COSTS**

16 27. Defendants will not oppose Class Counsel's request for fees of up to one-  
17 third of the GSA or two hundred eight thousand nine hundred one dollars and eighty-  
18 two cents (\$208,901.82), and application for costs that are thirteen thousand three  
19 hundred ninety-nine dollars and ninety-one cents (\$13,399.91). Mahoney Law Group,  
20 APC has expended 308.33 hours on this matter for a lodestar of one hundred sixty-  
21 seven thousand six hundred sixty-one dollars and fifty cents (\$167,661.50).

22 28. Mahoney Law Group, APC has extensively litigated wage and hour class  
23 action lawsuits in federal and state court. My rate of seven hundred fifty dollars  
24 (\$750.00) per hour has been approved in similar type lawsuits in state court. Associate  
25 attorneys of Mahoney Law Group, APC with less than 5 years of experience have  
26 been approved in similar type lawsuits in state court at a rate of four hundred fifty  
27 dollars (\$450.00) per hour. It is anticipated that an additional 7 to 8 hours of work  
28 will be required to finalize this matter including time spent attending the final approval

1 hearing, following up with the Settlement Administrator to facilitate the settlement  
2 payments and responding to class member inquiries.

3 29. Mahoney Law Group, APC typically works on a contingency basis, only  
4 recovering fees if successful in the action. This is the agreement Mahoney Law  
5 Group, APC has with Plaintiff in this matter, providing for a contingency fee of  
6 33.33%-40%. Class Counsel submits the following hours reflecting work performed  
7 on this matter by attorneys and paralegals at Mahoney Law Group, APC. Each  
8 attorney and paralegal at Mahoney Law Group, APC maintains contemporaneous  
9 hours of time worked and does not engage in block billing. Class Counsel in this case  
10 have spent over 308.33 hours working on this matter for a total lodestar of one hundred  
11 sixty-seven thousand six hundred sixty-one dollars and fifty cents (\$167,661.50),  
12 which does not include the anticipated 7 to 8 more hours to attend the hearing and  
13 subsequent work with the Administrator and/or class members. Attached hereto as  
14 Exhibit "C" is a true and correct copy of a printout of time spent litigating for *Anita*  
15 *Trejo v. Lyneer Staffing, LLC, et al.*, Case No. 2:19-cv-4132-DSF (JCx). Attached  
16 hereto as Exhibit "D" is a true and correct copy of a printout of time spent litigating  
17 the separately filed PAGA action that is being resolved in this action, *Anita Trejo v.*  
18 *Lyneer Staffing, LLC, et al.*, Case No. 19STCV18725.

19 30. Also, California courts have regularly approved attorneys' fees equaling  
20 one-third of the common fund or higher: *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43,  
21 66, n.11 (2008) (numerous studies have shown that "fee awards in class actions  
22 average around one-third of the recovery"); *Weber v. Einstein Noah Restaurant*  
23 *Group, Inc.*, No. 37-2008-00077680 (San Diego Super. Ct.) (40% award); *Chalmers*  
24 *v. Elecs. Boutique*, No. BC306571 (L.A. Super. Ct.) (33% award); *Boncore v. Four*  
25 *Points Hotel ITT Sheraton*, No. GIC807456 (San Diego Super. Ct.) (33% award);  
26 *Vivens, et al. v. Wackenhut Corp.*, No. BC290071 (L.A. Super. Ct.) (31% award);  
27 *Crandall v. U-Haul Intl., Inc.*, Case No. BC178775 (L.A. Super. Ct.) (40% award);  
28 *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego Super. Ct.) (35% award);

1 *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda Super. Ct.) (33%  
2 award); *In re Milk Antitrust Litig.*, No. BC070061 (L.A. Super. Ct.) (33% award).

3 31. Mahoney Law Group, APC has incurred costs in this litigation of thirteen  
4 thousand three hundred ninety-nine dollars and ninety-one cents (\$13,399.91). The  
5 remaining amount from the anticipated sixteen thousand dollars (\$16,000.00) for costs  
6 will become part of the Net Settlement Fund for distribution to Settlement Class  
7 Members. Attached hereto as Exhibit “E” is a true and correct list of the costs spent  
8 litigating *Anita Trejo v. Lyneer Staffing, LLC, et al.*, Case No. 2:19-cv-4132-DSF  
9 (JCx). Attached hereto as Exhibit “F” is a true and correct list of the costs spent  
10 litigating the separately filed PAGA action *Anita Trejo v. Lyneer Staffing, LLC, et al.*,  
11 Case No. 19STCV18725. Plaintiff’s PAGA action was dismissed without prejudice  
12 and added as a cause of action to this action.

13 32. As Mahoney Law Group, APC has been doing throughout this case, we  
14 will continue to fulfill our responsibility to the Plaintiff and the Proposed Classes in  
15 this matter. We will continue to zealously prosecute this case.

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

18 Executed this 4<sup>th</sup> day of March 2022 at Long Beach, California.

19  
20 By: /s/Katherine J. Odenbreit  
21 Katherine J. Odenbreit, Esq.  
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