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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JAZMIN ALEJO on behalf of herself and all others similarly situated, Plaintiff, vs. PACKARD CHILDREN'S HEALTH ALLIANCE, a California corporation, and DOES 1 through 50, inclusive, Defendants.	Case No. 20CV366750 ASSIGNED FOR ALL PURPOSES TO: JUDGE: Hon. Beth McGowen DEPT: 22 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** [Declarations of Lance Dacre, Marcus Bradley and Jazmin Alejo concurrently filed herewith] Date: April 16, 2026 Time: 8:30 a.m. Dept: 22

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PLEASE TAKE NOTICE THAT on April 16, 2026, at8:30 a.m., in Department 22 of the above-entitled Court located at 161 North First Street, San Jose, California 95113, Plaintiff Jazmin Alejo ("Plaintiff") will and hereby does move the Court for an Order: (1) provisionally certifying the Class for settlement purposes only; (2) preliminarily approving James R. Hawkins, Isandra Fernandez and Lance E. Dacre of James Hawkins APLC, and Marcus J. Bradley of Bradley/Grombacher LLP as Class Counsel in this matter; (3) provisionally approving Plaintiff Jazmin Alejo as the Class Representative; (4) preliminarily approving ILYM Group as the Settlement Administrator; (5) preliminarily approving the Class Action Settlement Agreement ("Settlement Agreement"); (6) approving and directing distribution of the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice"); and (7) scheduling a hearing date for final approval.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes. The basis for this Motion is that the proposed Settlement is fair, adequate, and reasonable and the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members to participate in, opt out of, or object to the Settlement.

This Motion will be based on the Memorandum of Points and Authorities included herein, the Declarations of Lance Dacre, Marcus Bradley and the Settlement Agreement attached as Exhibit 1 to the Declaration of Mr. Dacre, the Declaration of Jazmin Alejo, upon the oral arguments of counsel (should there be any), and upon the complete records and file herein.

Dated: March 24, 2026

JAMES R. HAWKINS, APLC

By:____________________________
Isandra Fernandez, Esq.
Lance E. Dacre, Esq.
Attorneys for Plaintiff, Jazmin Alejo

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jazmin Alejo (hereinafter "Plaintiff"), on behalf of herself and all Class Members, brings this Motion pursuant to California Labor Code §§ 200, 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2698 et seq., Business and Professions Code § 17200 et seq., the applicable Industrial Welfare Commission ("IWC") Wage Orders, and any other applicable law, seeking unpaid lawful wages, unpaid meal and rest period compensation, statutory penalties, other equitable relief, and reasonable attorneys' fees and costs.

Subject to Court approval, Plaintiff and Defendant Packard Children's Health Alliance ("Defendant," and collectively with Plaintiff the "Parties") have reached a settlement of the claims asserted on behalf of the putative class for a total of Two Million Eight Hundred and Five Thousand Dollars ($2,805,000) (the "Gross Settlement Amount"). Defendant denies the claims alleged and disputes any liability for the damages sought. The Gross Settlement Amount will be used to pay Settlement Shares to Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Settlement Administration Expenses. This is a non-reversionary cash settlement. All Class Members who do not opt out of the Settlement will automatically be mailed their Settlement Share. Additionally, each Aggrieved Employee will be mailed their respective Individual PAGA Payment associated with the PAGA penalty portion of the settlement amount regardless of whether they opt out of the Settlement. There is no claim filing process, and Class Members do not have to file a claim in order to receive a payment.

As discussed more thoroughly below, the proposed Settlement satisfies all necessary criteria for preliminary approval under California law and falls well within the range of reasonableness, making approval both proper and appropriate. As such, Plaintiff moves this Court for an Order: (i) provisionally certifying the proposed Class for settlement purposes; (ii) provisionally approving James R. Hawkins, Isandra Fernandez, and Lance E. Dacre of James Hawkins APLC, and Marcus J. Bradley of Bradley/Grombacher LLP as Class Counsel for the named Plaintiff and putative Class Members; (iii) provisionally approving Jazmin Alejo as the

Class Representative; (iv) provisionally appointing ILYM Group as the Settlement Administrator; (v) provisionally granting preliminary approval of the Class Action Settlement Agreement ("Settlement Agreement"); (vi) provisionally directing distribution of the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") pursuant to the terms and conditions set forth in the Settlement Agreement; and (vii) scheduling a final approval hearing.

II. FACTUAL BACKGROUND

On June 1, 2020, Plaintiff filed a wage and hour class action in Santa Clara County Superior Court on behalf of herself and all current and former non-exempt employees employed by Defendant Packard Children's Health Alliance in the State of California. (See concurrently filed Declaration of Lance Dacre ("Dacre Decl."), ¶ 2.) On June 1, 2020, Plaintiff also gave notice to Defendant and the Labor and Workforce Development Agency ("LWDA") of her intention to file a PAGA complaint based on the violations. (Dacre Decl., ¶ 3.)

On August 31, 2020, Plaintiff filed a First Amended Complaint ("FAC"). The FAC asserted claims against Defendant for: (1) failure to pay lawful wages; (2) failure to provide lawful rest periods or compensation in lieu thereof; (3) failure to timely pay wages; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) violations of the Unfair Competition Law; and (6) civil penalties under the Labor Code Private Attorneys General Act ("PAGA") (Lab. Code § 2698 *et seq*.) (Dacre Decl., ¶ 4.)

The Parties also litigated claims regarding Defendant's alleged failure to provide statutorily compliant meal periods.[1] (*Id*.)

Throughout this litigation, Defendant has denied Plaintiff's allegations and raised appropriate defenses, both individually and on a classwide basis. Defendant maintains that its policies and practices comply with the requirements of the California Labor Code and all applicable Wage Orders. (Dacre Decl., ¶ 5.) To date, no class has been certified and the Court has not made any findings that Defendant engaged in any wrongdoing or violated any state law,

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[1] As per the Settlement Agreement, the Parties have filed a stipulation and proposed Order that Plaintiff may file a Second Amended Complaint adding a meal break claim and corresponding labor code provisions.

rule, or regulation with respect to the issues presented in this litigation. (Dacre Decl., ¶ 6.)

Through both formal and informal discovery, Plaintiff and Defendant have exchanged extensive documents and information related to the claims asserted. (Dacre Decl., ¶ 7.) Defendant produced information including time records, payroll data, and wage statement information of putative Class Members. Defendant also provided Plaintiff with class data and representative samples of time records, wage statements, and information regarding the number of non-exempt employees during the relevant time period. (*Id*.)

On June 12, 2024, after engaging in numerous discussions and exchanging information regarding the claims alleged, the Parties participated in an all-day mediation presided over by Jason C. Marsili, a respected mediator of wage and hour class actions. (Dacre Decl., ¶ 8.) At the conclusion of the mediation, the Parties were unable to reach a settlement. (*Id*.)

Following the mediation, the Parties continued in settlement discussions until they were able to agree to settle the Action based on a mediator's proposal. (Dacre Decl. ¶ 9.) Thereafter, the Parties exchanged numerous drafts of the long-form settlement agreement and engaged in additional communications regarding the settlement terms. (Dacre Decl., ¶ 10.) The final terms and provisions of the settlement were approved and executed by the Parties and memorialized in the Class Action Settlement Agreement. (Dacre Decl., ¶ 11; Exhibit 1, Class Action Settlement Agreement.)

Based on their respective investigations and evaluations, and after considering the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("Brinker") decision, and the discovery and investigation conducted to date, Plaintiff and her counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the named Plaintiff and Class Members. (Dacre Decl., ¶ 12.)

III. SUMMARY OF SETTLEMENT TERMS

A. Class Members

The "Class" means all current and former hourly or non-exempt employees who worked for Defendant Packard Children Health Alliance in California any time between June 3, 2016, to September 25, 2024 (the "Class Period"). (Settlement Agreement, Section I.C.)

B. Aggrieved Employees

"Aggrieved Employees" means all current and former hourly employees who worked for Defendant Packard Children Health Alliance in California at any time from June 3, 2019, to September 25, 2024 (the "PAGA Period"). (Settlement Agreement, Section I.B.)

C. Allocation of the Gross Settlement Amount

1. The Gross Settlement Amount ("GSA") is Two Million Eight Hundred and Five Thousand Dollars ($2,805,000.00). (Settlement Agreement, Section I.R.) The Gross Settlement Amount will fund Settlement Shares to Participating Class Members, the PAGA Payment, Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Court-approved Class Representative Service Payment, and Settlement Administration Expenses. The settlement is non-reversionary. (*Id.*)

2. Subject to Court approval, Class Counsel will seek a Class Counsel Fees Payment not to exceed thirty-five percent (35%) of the Gross Settlement Amount, or Nine Hundred Ninety-Seven Thousand Five Hundred Dollars ($997,500), and a Class Counsel Litigation Expenses Payment not to exceed Twenty-Five Thousand Dollars ($25,000). (Settlement Agreement, Section III.B.2.)

3. Subject to Court approval, Plaintiff Jazmin Alejo may seek a Class Representative Service Payment not to exceed Ten Thousand Dollars ($10,000) for initiating the Action, performing work in support of the Action, undertaking the risk of liability, and for the general release of all claims. (Settlement Agreement, Section III.B.1.)

4. Subject to Court approval, Settlement Administration Expenses are estimated not to exceed Thirty Thousand Dollars ($30,000), to be paid to the settlement administrator, ILYM

Group. (Settlement Agreement, Section III.B.4.)

5. One Hundred Thousand Dollars ($100,000) of the Gross Settlement Amount is allocated to the PAGA Payment. Of this amount, Seventy-Five Thousand Dollars ($75,000) (75%) will be paid to the Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Thousand Dollars ($25,000) (25%) will remain in the Net Settlement Amount for distribution to the Participating Class Members based upon their respective workweeks during the PAGA Period. (Settlement Agreement, Section III.B.3.)

6. "Settlement Shares" means the payments that Participating Class Members will receive from the Net Settlement Amount. Each Settlement Share will be allocated twenty percent (20%) as wages, twenty percent (20%) as interest, and sixty percent (60%) as penalties for tax reporting purposes. (Settlement Agreement, Section III.C.2.)

7. The portion of the Gross Settlement Amount remaining after subtracting Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Settlement Administration Expenses, and the LWDA's share of the PAGA penalties will constitute the "Net Settlement Amount" ("NSA"). (Settlement Agreement, Section I.T.)

8. Defendant will separately pay the employer-side payroll taxes on the wage portion of the Settlement Shares, in addition to the Gross Settlement Amount. (Settlement Agreement, Section III.A.)

9. Settlement Shares will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and then multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. (Settlement Agreement, Section III.C.1.)

10. The PAGA Payment allocated to Aggrieved Employees will be calculated by dividing the employee portion of the PAGA Payment ($25,000) by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period, and then multiplying that value by the number of workweeks worked by each Aggrieved Employee during the PAGA Period. (Settlement Agreement, Section III.B.3.)

Here, there are approximately 773 putative Class Members. The Net Settlement Amount, subject to Court approval, is approximately One Million Six Hundred Sixty-Seven Thousand Five Hundred Dollars ($1,667,500). Thus, subject to Court approval, the estimated average recovery of Class Members is approximately Two Thousand One Hundred Fifty-Seven Dollars ($2,157). This average recovery amount compares favorably to other wage and hour class action settlements approved by California state and federal courts. See, e.g., *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately $90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal.) (average net recovery of approximately $65); *Sorenson v. Defendants, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal.) (average net recovery of approximately $60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately $35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately $20); and *Jones v. Bath & Body Works, Inc.*, No. 2:13-cv-05206-FMO-AJW (C.D. Cal.) (average net recovery of approximately $50).

D. <u>Releases</u>

1) <u>Participating Class Member Released Claims Summary</u>

The claims released by Plaintiff and Participating Class Members include all claims under state, federal, or local law, whether statutory or based in common law, arising out of the claims that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, alleged in the Action that occurred during the Class Period regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law which occurred during the Class Period, including but not limited to claims for failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal period premiums; failure to provide compliant rest periods and associated rest period premiums; failure to timely pay all wages due upon termination of employment; failure to provide accurate itemized wage statements; alleged violations of Business and Professions Code section 17200 et seq.; alleged violations of the applicable Industrial Welfare Commission Wage Orders;. These Released Class Claims cover the period June 3, 2016 through September 25, 2024. (Settlement Agreement, Section III.F.1.)

2) Released PAGAClaims Summary

The claims released include all claims for civil penalties under the California Labor Code that were asserted or could have been asserted based on the facts alleged in the PAGA Notice and the Action. These claims are released on behalf of the State of California, the Labor and Workforce Development Agency ("LWDA"), and the Aggrieved Employees, and include claims for failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal and rest periods and associated premiums; failure to timely pay all wages due upon termination of employment; and failure to provide accurate wage statements. (Settlement Agreement, Section III.F.2.)

3) Class Representative Released Claims

In addition to the Released Class Claims described above, Plaintiff Jazmin Alejo, as Class Representative, will provide a general release of any and all claims, known or unknown, suspected or unsuspected, that she may have against Defendant and the Released Parties arising out of or relating in any way to her employment with Defendant or the transactions or occurrences between the Parties occurring prior to the date of preliminary approval. This general release includes, without limitation, claims arising under federal, state, or local law, including claims for discrimination, harassment, retaliation, tort, contract, or statutory violations. Plaintiff will also expressly waive the protections of California Civil Code section 1542 with respect to this general release. (Settlement Agreement, Sections III.F.3–III.F.4.)

E. Notice Procedure

Defendant will provide the name, last known address, Social Security number, and dates of employment of Class Members ("Class Data") to the Settlement Administrator no later than fifteen (15) calendar days after the Court issues an order granting preliminary approval of the settlement. (Settlement Agreement, Section III.E.2.)

Within fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator, ILYM Group, will mail the Class Notice to Class Members via First-Class Mail. (Settlement Agreement, Section III.E.2.)

If any Class Notice packets are returned as undeliverable, the Settlement Administrator will conduct a skip-trace and take reasonable steps to locate a current address for the Class Member. If a new address is identified, the Settlement Administrator will re-mail the Class Notice to the updated address within fourteen (14) calendar days of receiving the returned mail. (Settlement Agreement, Section III.E.2.)

Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice to submit a valid Request for Exclusion from the Settlement to the Settlement Administrator (the "Opt-Out Period"). Class Members who submit untimely or invalid Requests for Exclusion will be bound by the Settlement Agreement and its releases. (Settlement Agreement, Section III.E.3.)

Aggrieved Employees have no right to object to or exclude themselves from the settlement of the Released PAGA Claims. Accordingly, any timely Request for Exclusion will apply only to the Released Class Claims and will not affect the settlement of the Released PAGA Claims. (Settlement Agreement, Section III.E.3.)

IV. PRELIMINARY APPROVAL OF SETTLEMENT IS APPROPRIATE

The law favors settlement, particularly in class actions and other complex cases in which substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (*Potter v. Pacific Coast Lumber Company* (1951) 37 Cal.2d 592, 602-603; 4 NEWBERG § 11.41.) To grant preliminary approval of this class action settlement, the Court need find only that the settlement falls within the "range of reasonableness." (*North County Contractor's Ass'n, Inc. v. Touchstone Ins. Svcs.* (1994) 27 Cal.App.4th 1085, 1089-1090.)

In determining whether a class settlement is fair, adequate, and reasonable, courts must consider the following relevant factors: the strength of the plaintiff's case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status through trial, the amount of offered settlement, the extent of discovery completed and the stage of the proceedings, and the experience and views of counsel. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799.) The list of factors is not exclusive and "the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Clark*, 175 Cal.App.4th at 799; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) The Court must be provided with sufficient information to make an independent assessment of the adequacy of the settlement terms. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.)

Furthermore, courts must give "proper deference to the private consensual decision of the parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027.)

A. **The Terms of the Proposed Settlement are Fair**

A preliminary review of the terms of the Settlement Agreement provides no reason to doubt its fairness. A presumption of fairness exists where: (1) the settlement is reached through arm's-length negotiations; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The first three of these factors apply at the preliminary approval stage; the percentage of objectors is determinable only at the final approval stage.

1. The Settlement was Reached Through Extensive Arm's Length Bargaining and Based on the Recommendation Proposed by the Mediator

As discussed above, the Parties conducted informed, good-faith, arm's-length negotiations after exchanging extensive information regarding the claims and defenses in this Action and engaging in pre-mediation and post-mediation discussions aimed at resolving the dispute. On June 12, 2024, the Parties participated in a full-day mediation before Jason C. Marsili, an experienced mediator in wage-and-hour class actions. (Dacre Decl., ¶ 8.) Although the Parties did not immediately resolve the matter at mediation, they continued negotiations with the assistance of the mediator and ultimately reached an agreement to settle the Action based on a mediator's proposal. In sum, armed with substantial information and assisted by an experienced mediator, counsel for the Parties engaged in extensive, informed, and serious negotiations that resulted in the Settlement Agreement now presented to the Court.

2. Investigation and Discovery Were Sufficient for the Parties to Evaluate the Risks Intelligently

Plaintiff conducted a significant investigation of the facts and law both before and after filing the Action. Plaintiff's counsel reviewed documents and information produced by Defendant through informal discovery and exchanges of information in preparation for mediation. (Dacre Decl., ¶¶ 7.,8.) Defendant produced substantial information regarding the putative class, including payroll and timekeeping data, wage statements, and other employment records. Plaintiff's counsel also analyzed the data produced by Defendant to evaluate potential liability and damages. Based on this investigation and analysis, Plaintiff's counsel had sufficient information to evaluate the strengths and weaknesses of the claims and the risks of continued litigation.

3. Plaintiff's Counsel is Experienced in Similar Litigation

Counsel for Plaintiff have extensive experience litigating wage-and-hour class actions and representative actions under California law. Plaintiff's counsel have prosecuted and resolved numerous class and representative actions involving similar claims and are well-versed in the complexities of wage-and-hour litigation. (Dacre Decl., ¶¶ 20-23)(Bradley Decl. ¶¶ 3-13.) Based on their experience and investigation of the claims asserted in this Action, Plaintiff's counsel believe the Settlement Agreement provides a fair and reasonable resolution of the claims at issue.

B. The Settlement Provides For Reasonable Compensation To Class Members

In seeking approval, a settling party must provide sufficient information to "enable the court to make an independent assessment of the adequacy of the settlement terms." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 131–132.) However, "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair." (See *Officers for Justice v. Civil Serv. Comm'n of City & Cty. of San Francisco* (9th Cir. 1982) 688 F.2d 615, 628.) "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (Id. at 625.) "Estimates of a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." (*In re Toys "R" Us–Delaware, Inc.—Fair & Accurate Credit Transactions Act (FACTA) Litig.* (C.D. Cal. 2014) 295 F.R.D. 438, 453.) In other words, in valuing the claims within a realistic range of outcomes, the settling plaintiff should discount the value of the settled claims for risks such as changes in the law, the probability of success, and other factors.

Settling parties are not, however, required to partake in a hypothetical accounting exercise: "Kullar does not … require any such explicit statement of [maximum] value; it requires a record which allows 'an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.'" (*Munoz v. BCI Coca-Cola Bottling Co.* (2010) 186 Cal.App.4th 399, 409–410 (citing *Kullar*, 168 Cal.App.4th at 120 (emphasis added).) Overall, "the most important factor" in determining "whether a settlement is fair and reasonable" is the "strength of the case for plaintiffs on the merits, balanced against the amount offered in the settlement." (*Id*. at 409, fn. 6 (quoting *Kullar*, 168 Cal.App.4th at 130).)

As discussed below, the recovery of $2,805,000 is within the range of reasonableness and is fair, adequate, and reasonable considering the risks and hurdles of continued litigation.

Plaintiff's counsel analyzed the potential liability in this matter based on documents and information produced by Defendant in informal discovery and in preparation for mediation, including expert analysis of timekeeping records and payroll data, and took into account the nature of the claims and Defendant's defenses thereto. (Dacre Decl., ¶ 13.)

The damages model used in calculating potential liability was largely based on the number of class members, the number of workweeks and pay periods worked during the relevant periods, the average rate of pay, and representative samples of time records, wage statements, and other documents produced by Defendant in preparation for mediation. (Dacre Decl., ¶ 14.) Based on the information provided by Defendant, the estimated number of work weeks and work shifts during the Class Period are 120,524 and 506,093, respectively. There are an estimated 39,511 pay periods during the PAGA Period. The average hourly rate of pay is approximately $31.78.

(Dacre Decl. ¶ 15.) The estimated maximum potential violations were calculated as follows: (Dacre Decl., ¶ 16.)

1. Failure to Pay Lawful Wages for All Hours Worked

Plaintiff's claim for failure to pay lawful wages owed is based primarily on allegations that, during the liability period, Defendant failed to pay Plaintiff and Non-Exempt Employees lawful wages for all hours worked. Plaintiff alleges that Defendant used a computer time clock, in which she and Class Members would have to access a series of screens to allow them to "Clock-in" and/or "Clock-out". Many times, the system would experience technical difficulties, creating a delay for Plaintiff and Class Members to clock in and clock out effectively and without issue. Once Plaintiff and Class Members were able to clock in, the clock was rounded to their actual scheduled time of entry which resulted in a loss of time worked. As a result, Plaintiff and putative Class Members were consistently underpaid and were required to work off the clock and without pay.

Defendant disputes the allegations that it did not pay all wages owed to its non-exempt employees and disputes that its non-exempt employees were not paid for all hours worked as a result of its rounding policies and practices. Further Defendant asserts that it discontinued its time clock rounding policy as of September 19, 2021. As per the analysis conducted on the sample provided by Defendant, this claim was calculated based on an estimated 20 minutes off the clock work per shift for an estimated maximum potential liability of $5,359,524. This calculation assumes a 100% violation rate for every shift. However, taking into consideration the nature of the claim and Defendant's defenses thereto, this claim was valued at an estimated maximum potential liability between $2,143,809 (40%) and $1,071,905 (20%) (Dacre Decl., ¶ 16(a.))

2. Meal Period Claim

The meal break violation claim is also based primarily on Plaintiff's allegations that due to the requirements in the performance of their job duties, time constraints and understaffing , Plaintiff and Class Members were often not provided timely, uninterrupted thirty (30) minute meal breaks during their shifts as required by law.

Defendant adamantly denies Plaintiff's meal break allegations in their entirety and maintains that Plaintiff and Class Members were provided with the opportunity to take full, timely and uninterrupted meal periods as per its policies and the law. Defendant disputes that the meal period claims are suitable for class certification, citing *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.

Based upon Plaintiff's review of the documents and information provided in anticipation of mediation and the analysis provided by the expert, the estimated maximum potential of the meal break claim was. $14,571,829 This assumes a violation occurred during every meal break-eligible shift (458,522 x $31.78). However, taking into consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for purposes of settlement, the meal break was valued at an estimated maximum potential liability between $2,914,366 (20%) and $ 1,457,183 (10%) (Dacre Decl., ¶ 16(b.))

3. Rest Period Claim

The rest break violation claim is based on Plaintiff's allegations that, due to workload and staffing levels, Plaintiff and Class Members were not consistently authorized and permitted to take timely, uninterrupted ten (10) minute rest periods for every four hours worked, or major fraction thereof. Defendant denies these allegations and maintains that it maintained lawful rest break policies and that employees were fully authorized and permitted to take all compliant rest breaks. Defendant similarly disputes the propriety of certification on this claim under *Brinker* and its progeny.

Based upon the expert's analysis, the estimated maximum potential of the rest break claim was $15,922,860 This assumes a violation occurred during every rest break- eligible shift (501,034 x $31.78). Taking into consideration the individualized nature of rest break claims and Defendant's defenses, this claim was valued at an estimated maximum potential liability between $796,143 (5%) and nominal value. (Dacre Decl., ¶ 16(c.))

4. Failure to Timely Pay Wages

This claim is derivative of the other claims asserted. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period is entitled to 30 days' worth of wages as a waiting time penalty for not being paid all wages upon the separation of employment. Plaintiff alleges that penalties are owed under Labor Code section 203 due to, at a minimum, Defendant's failure to pay wages for all hours worked and failure to pay premium wages. With respect to the Lab. Code §203 claim, there were an estimated total of 425 former Class Members to whom this claim applied. The estimated maximum potential liability was determined to be $3,241,560 using the formula (30 x $ 31.78 x 8 hours worked per day x 425. .

Defendant once again defends that no unpaid wages are owed as Defendant did not fail to pay the correct wages. Defendant further contends that its actions were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be awarded. For purposes of settlement negotiations, said claim was valued between an estimated maximum of $972,468 (30%) and $648,312 (20%). (Dacre Decl., ¶ 16(d.))

5. Failure to Provide Accurate Itemized Wage Statements

Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing and intentional failure by an employer" to provide accurate wage statements is entitled to $50 for the initial violation and $100 for each subsequent violation up to $4,000. This claim is derivative of the alleged unpaid wages claims asserted. Defendant denies that it provided inaccurate wage statements. Defendant also states that because it believes no wages are unpaid, there can be no derivative penalties. Further, Defendant argues that, if any wage statements were in fact inaccurate, it did not "knowingly and intentionally" fail to provide accurate statements and that Plaintiff and the class did not suffer any "injury" from such inaccurate wage statements.

Per information provided by Defendant, there were approximately 588 Class Members working during the relevant time period for this claim. Thus, if a calculation is performed using the maximum exposure permitted per Class Member under Labor Code section 226, this amounts to a maximum exposure for Defendant of $2,352,000 based on 588 Class Members x $4,000. For purposes of settlement negotiations, said claim was valued between an estimated maximum of $705,600 (30%) and $470,400 (20%) (Dacre Decl., ¶ 16(e.))

6. Bus. & Prof. Code § 17200 Claim

The only remedies available under the unfair competition law ("UCL") Business and Professions Code Section 17200 et seq. are restitution and injunction, as opposed to damages. *Clark v. Superior Court* (2010) 50 Cal.4th 605, 610. The UCL provides that "[t]he court may make such orders or judgments ... as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition." (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes "earned wages." *Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal.4th 163, 177-78. Restitution under the UCL is not available for all violations of the Labor Code. (See *Pineda v. Bank of Am., N.A.* (2010) 50 Cal.4th 1389, 1401-02.) In Pineda, the California Supreme Court held Labor Code section 203 is "not designed to compensate employees for work performed [but] it is intended to encourage employers to pay final wages on time, and to punish employers who fail to do so." (Id.) Like Labor Code section 203, section 226 for wage statement violations is also intended to "punish" the employer and is not an action brought to recover wages. (See *Gomez v. Jacobo Farm Labor Contractor, Inc.* (E.D. Cal. 2019) 334 F.R.D. 234, 267-268.)

Here, Plaintiff's UCL claim is solely premised on the failure to pay lawful wages and premium wages claims discussed above. Plaintiff's Counsel assigned a zero-dollar value to the UCL claim because it does not provide any additional value in this Action other than to increase the statute of limitations to four years for the underlying claims. Those claims are valued and analyzed above based on the four-year statute of limitations provided by the UCL. However, the UCL claim in and of itself does not provide any additional damages. Therefore, there is no additional or separate monetary value that this statute provides based on the facts of this Action. (Dacre Decl., ¶ 16(f.))

7. Lab. Code § 2699 et seq. (PAGA Claim)

Plaintiff's claims under PAGA are primarily predicated on or derivative of the other claims asserted. The estimated maximum PAGA penalty was calculated as calculated as $3,951,100 and attributes a $100 penalty to each of the estimated 39,511 pay periods. The figure also assumes that there is a 100% violation rate during the PAGA period, such that every single pay period in question involved at least one Labor Code violation, despite disputes regarding Defendant's liability. However, PAGA claims under the facts and circumstances of this case may result in no award or at best a very minimal award by the trial court. See specifically §2699(e)(2) which states in its pertinent part: "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5–7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40–43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Alleged Aggrieved Employee suffered all violations for each pay period the alleged employee worked. As discussed herein, the nature of the PAGA based claims (i.e., failure to pay all wages owed, meal period, rest period, wage statements, failure to timely pay wages) and Defendant's asserted defenses thereto present a strong risk that some or all of the PAGA penalties sought may not be awarded.

Defendant denies that a violation for each pay period can be established. Defendant states that because the PAGA Action heavily relies on the same allegations made in the Class Action, they are subject to the same defenses, and, thus, for the same reason Defendant believes there will be no damages collectible in the class action, no PAGA penalties would be awarded, either. Defendant also asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Given the nature of these claims, as analyzed above and Defendant's defenses thereto, Plaintiff's Counsel believes it to be likely that if there were any award, it could be reduced considerably. Therefore, the amount of $100,000 (which has been reserved for the PAGA claim) is both fair and reasonable. (Dacre Decl., ¶ 16(g.))

Through her counsel, Plaintiff took into consideration the significant risks that class certification could be denied on the central claim, or that a merits decision on the central claim would not favor the Class. Plaintiff has considered the expense and length of continued proceedings necessary to continue the Action against Defendant through trial and any possible appeals. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses thereto, and the difficulties in establishing Plaintiff's damages. (Dacre Decl., ¶ 17.)

The proposed Settlement requires Defendant to pay each Class Member who does not opt out a portion of the Settlement Amount as specifically set forth in the Settlement Agreement. (Dacre Decl., ¶ 18.) The amount to be paid to the Class Members is undoubtedly fair, adequate and reasonable especially in light of the significant risk to Plaintiff and Class Members in continuing with the litigation and not prevailing on class certification or at trial. (*Id*.)

For all the foregoing reasons, the proposed Settlement Agreement is fair, adequate and reasonable, and is in the best interests of the Class Members.

C..The Plaintiff's Class Representative Enhancement Payment and Class Counsel Attorneys' Fees Are Reasonable and Should be Awarded

The Settlement Agreement provides for an award to be paid to the Class Representative. The primary purpose is to provide Plaintiff an enhancement payment, taking into consideration the risks, time, effort and expenses incurred by her coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all Class Members. (See Declaration of Jazmin Alejo "Alejo Decl." ¶¶ 3-8.) Plaintiff actively participated in this litigation by providing significant supporting documents and information and assisting counsel in developing information necessary to litigate and settle this case which has resulted in a favorable settlement for the putative Class Members. (*Id*.) Thus, the payment to the Class Representative of $10,000 represents a small portion of the aggregate settlement amount and should be awarded.

Further, as will be discussed in more detail in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, class counsel fees in the amount of $997,500 are reasonable within California's standard benchmark and well within the range customarily approved by the California courts in comparable class actions.

V. <u>PROVISIONAL CLASS CERTIFICATION IS APPROPRIATE</u>

In addition to such terms as class definition, settlement amounts, and payment procedures, the Settlement Agreement reached between the Parties contains a provision by which the Parties stipulate to the Court's provisional certification of the Class, but do so for purposes of this settlement only. Plaintiff now requests that this Court provisionally certify the Class.

It is well established that trial courts should use a lower standard for determining the propriety of certifying a settlement class, as opposed to a litigation class. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) Under California law, a class action is appropriate when the Class is ascertainable and there is a "well defined community of interest in the questions of law and fact affecting the parties to be represented." (Code Civ. Proc., § 382; Dunk, supra, 48 Cal.App.4th at 1806.) State law requirements under California Code of Civil Procedure section 382 for class certification largely mirror Federal Rule of Civil Procedure 23—namely, numerosity and typicality of the class representative's claims, adequacy of representation, predominance of common issues, and superiority. As discussed below, although Defendant adamantly disputed and continues to dispute Plaintiff's ability to certify a litigation class, all of the requirements of certification for settlement purposes are met for the proposed Settlement Class Members.

A. <u>The Proposed Class is Ascertainable</u>

Here, the proposed class is ascertainable because all of the Class Members are/were employed directly by Defendant and received their compensation directly from Defendant. The

Class Members have been identified through Defendant's employee and personnel files. (See *Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932 ["Class Members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records"].)

B. <u>Numerosity of the Class is Sufficient</u>

If the class is sufficiently large that joinder of all members is impractical or that individual joinder is impractical, the numerosity requirement is met. (*Hebberd v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030.) Here, the proposed class consists of approximately 773 members, consisting of current and former employees of Defendant. Therefore, joinder of individual claims would be impractical and the numerosity requirement is met.

C. <u>There are Common Questions of Law and Fact to the Class</u>

Commonality is met if there are common questions of fact and law to the class. (*Hanlon v. Chrysler Corp*. 150 F.3d at 1019 ["The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class"].)

Here, Plaintiff alleges that the proposed Class Members' claims all stem from the same alleged conduct. Specifically, Plaintiff alleges that Defendant violated California wage and hour law by (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to authorize and permit lawful rest periods; (4) failure to timely pay wages at termination; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) violation of the Unfair Competition Law; and (7) PAGA.

Plaintiff seeks recovery of all alleged wages, premium wages, penalties, and interest pursuant to the California Labor Code, the California Industrial Welfare Commission ("IWC") Wage Orders, Bus. & Prof. Code § 17200 et seq., and PAGA. Although Defendant disagrees with these contentions for purposes of certifying a litigation class, for purposes of a settlement class, these circumstances create questions of law and fact common to all proposed Class Members.

D. The Typicality Requirement is Met

The typicality requirement is met if the claims of the named Class Representative(s) are typical of those of the class, though "they need not be substantially identical." (*Hanlon* 150 F.3d at 1020.) Factual differences may exist between the Class Members and the Class Representative so long as the claims arise from the same events or course of conduct and are based on the same legal theories (*Id*.) Here, the claims of the Class Representative are typical of the other Class Members because they arise from the same factual basis and are based on the same legal theories as those applicable to all Class Members. (*Wherner v. Syntex* (N.D. Cal. 1987) 117 F.R.D. 641, 644.) Thus, for purposes of a settlement class, the typicality requirement is met.

E. The Adequacy Requirement is Met

If the named representative and her counsel have no interests adverse to the interest of the proposed Class Members and are committed to vigorously prosecuting the case on behalf of the class, then the adequacy requirement is met. (*McGhee v. Bank of America*, (1976) 60 Cal. App. 3d 442,450.) Here, under the proposed settlement, the Class Representative will receive a reasonable award for her time and efforts assisting counsel with factual issues surrounding the case and risk incurred in bringing this action on behalf of the Class Members. Other than this specific payment, all Class Members will receive a percentage of the NSA based on his or her respective number of covered workweeks. Therefore, no "settlement allocation" questions are raised. (*Hanlon*, 150 F.3d at 1020.)

Any Class Member who wishes to opt-out of the settlement shall have forty-five (45) days from the date of mailing of the Settlement Documents to return a valid Request for Exclusion from the Settlement to the Settlement Administrator (Settlement Agreement, Section III.E.3.) As a result, there is no conflict of interest between the Class Representative and the Class Members. Additionally, the Class Representative and her counsel have been committed to prosecuting this action on behalf of the Class.

F. <u>Common Issues Predominate and Class-wide Settlement is Superior to Other Available Methods of Resolution</u>

Class certification is authorized where common questions of law and fact predominate over individual questions and where class-wide treatment of a dispute is superior to individual litigation. (*Richmond v. Dart Industries, Inc.*, (1981) 29 Cal.3d 462, 469.) The test is whether the proposed class is sufficiently cohesive to warrant adjudication by representation. (*Hanlon*, *supra*, at p. 1022.) Plaintiff contends that the proposed Class in this case is sufficiently cohesive, since all Class Members share a "common nucleus of facts and potential legal remedies." Specifically, the Class Members and the Class Representative seek compensation for alleged unpaid wages, premium wages for failure to provide compliant meal and rest periods, as well as penalties and interest for the allegations described herein; common questions about compensation or lack thereof for work performed by Class Members predominate over individual questions, and the Class Members' potential legal remedies are identical. Although Defendant disagrees with Plaintiff's contentions, Defendant has agreed the Class may be certified for settlement purposes only.

Additionally, particularly in the settlement context, class resolution is superior to other methods for the fair and efficient adjudication of the controversy. (*Hanlon*, 150 F. 3d at p. 1023; *Dunk*, supra, 48 Cal. App. 4th at p. 1807.) The superiority requirement involves a "comparative evaluation of alternative mechanisms of dispute resolution." (*Hanlon*, supra, at p. 1023.) Here, the alternative methods of resolution are a plethora of individual claims from potentially over 773 Class Members. The class action device can thus conserve judicial resources by avoiding the waste and delay of repetitive proceedings and prevent inconsistent adjudication of similar issues and claims. (*Sav-On Drug Stores, Inc. v Superior Court* (2004) 34 Cal. 4th 319, 340; *Bell v Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 741.) Therefore, settlement on a class-wide basis is superior.

VI. <u>THE PROPOSED CLASS NOTICE IS APPROPRIATE</u>

The Class Notice is attached as Exhibit A to the Settlement Agreement. The Class Notice provides the requisite, pertinent information to Class Members and the options available to them.

Should any Class Members wish to exclude themselves from the Settlement, they can send a Request for Exclusion to the Settlement Administrator. Should a Class Member wish to object to the Settlement, they can object as described in the Notice. If a Class Member does nothing in response to the Notice, the Class Member will be mailed an individual settlement payment.

A. The Class Notice Satisfies Due Process

California statutory and case law vests the Court with broad authority to fashion an appropriate notice process. (Cal. Rules of Court 3.760 et seq.) A proposed method of notice of a proposed settlement is fair, adequate and reasonable if it has "a reasonable chance of reaching a substantial percentage of the Class Members." (*Cartt v. Superior Court*, (1975) 50 Cal. App. 3d 960, 974.) The Class Notice plan described herein entails mailing the Class Notice to all known and reasonably ascertainable Class Members based on Defendant's payroll records and provides for a reasonable chance of reaching a significant percentage of Class Members. (See Settlement Agreement, Sections III.E.2–III.E.3.) Further, such individual notice by first class mail is routinely approved as consistent with due process. (See, e.g., MANUAL at §§21.311, 21.312; Wright & Miller, Fed. Practice & Procedure §1797.6 ["Of course, notice by mail to all of the identified Class Members . . . will suffice."] (citing cases).) The Class Notice is consistent with the class certification notices approved by numerous state and federal courts and is the best notice practicable under circumstances of this case.

B. The Proposed Class Notice is Accurate and Informative

Not only is the manner of the proposed notice proper, so too is the content of the said notice. The proposed notice provides information on the meaning and the nature of the proposed settlement, the terms and provisions of the settlement, the relief the settlement will provide the Class Members, the application of Plaintiff's counsel for reimbursement of costs and for attorneys' fees from the settlement amount, the date, the time and place of the Final Approval Hearing, and the procedure and deadlines for opting out of the Settlement or for submitting comments and objections. (Cal. Rule of Court 3.769(f).)

The Class Notice also fulfills the requirement of neutrality in class notices. (2 NEWBERG §8.39.) It summarizes the proceedings to date and the terms and conditions of the settlement in an informative and coherent manner, in compliance with the MANUAL'S statement, "the notice should be accurate, objective, and understandable to class members….." (MANUAL at §30.21.) The Class Notice clearly states the settlement does not constitute an admission of liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final settlement approval decision has yet to be made. Accordingly, the Notice complies with the standards of fairness, completeness and neutrality required of a settlement class notice disseminated under the authority of the Court. (F.R.C.P. 23(c)(2).)

Moreover, the Class Notice complies with CA Rules of Court, Rule 3.766(d) because it provides for an opt-out procedure for the class members and includes the following: (1) a brief explanation of the case, including the basic contentions or denials of the parties; (2) a statement that the court will exclude the member from the class if the member so requests by a specified date; (3) a procedure for the member to follow in requesting exclusion from the class; (4) a statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and (5) a statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. The Class Notice contains the information required under Rule 3.766(d). (See Ex. A attached to the Settlement Agreement.)

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court enter the [Proposed] Order Granting Preliminary Approval submitted concurrently herewith, and thus: (1) grant preliminary approval of the Settlement Agreement, and certify the Settlement Class for the purposes of settlement only; (2) confirm Plaintiff Jazmin Alejo as Class Representative; (3) confirm James Hawkins, Isandra Fernandez and Lance Dacre of James Hawkins APLC, and Marcus J. Bradley of Bradley/Grombacher LLP provisionally as Class Counsel; (4) approve and appoint ILYM Group as Settlement Administrator; (5) enter an Order preliminarily approving the proposed Settlement and approving the Class Notice; and (6) schedule the Final Approval Hearing Date (to be determined by the Court at the hearing for preliminary approval of settlement).

Respectfully submitted,

Dated: March 24, 2026

JAMES HAWKINS, APLC

Isandra Fernandez, Esq.
Lance E. Dacre, Esq.
Attorneys for Plaintiff
Jazmin Alejo

<u>**PROOF OF SERVICE, COUNTY OF ORANGE**</u>

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On March 24, 2026, I served on the interested parties in this action the following document(s) entitled:

- STIPULATION AND [PROPOSED] ORDER GRANTING PLAINTIFF LEAVE TO FILE SECOND AMENDED COMPLAINT

-PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address geraldine@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

<u>**SERVICE LIST**</u>

SEE ATTACHED PAGE

[XX] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on March 24, 2026, at Irvine, California.

Geraldine

Geraldine Viera

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