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Attorney for Plaintiffs FELIX DIAZ, as an individual, and on behalf of all similarly situated employees,

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
SPRING STREET COURTHOUSE

FELIX DIAZ, as an individual and on behalf of
all employees similarly situated,

Plaintiff,

v.

DANIEL’S WESTERN MEAT PACKERS, INC.,
a California corporation; and DOES 1 through 50,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

08/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case No.: 21STCV11476

CLASS ACTION

**~~[AMENDED]~~ PROPOSED ORDER
GRANTING FINAL APPROVAL AND
JUDGMENT**

Assigned for all purposes:
Hon. Elihu M. Berle, Dept. 9

Date: July 29, 2024
Time: 9:00 a.m.
Dept. 6

Complaint Filed: March 24, 2021
Trial Date: No Trial Date Set

1 **[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement for final approval of
4 the Settlement between Plaintiff FELIX DIAZ ("Plaintiff") and Defendant DANIEL'S WESTERN
5 MEAT PACKERS, INC. ("Defendant") (collectively referred to as "the Parties") as set forth in the Class
6 Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") filed
7 contemporaneously herewith as Exhibit A to the Declaration of John A. Young in Support of Plaintiff's
8 Motion for Final Approval of Class Action Settlement, and the Court having considered all papers filed
9 and the proceedings had and otherwise being fully informed,

10 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
11 **ORDERS:**

12 1. This Order incorporates by reference the definitions in the Settlement Agreement and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to
15 this litigation, including the Plaintiff and Class Members.

16 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,
17 Phoenix Settlement Administrators ("Settlement Administrator"), mailed the Court Approved Notice of
18 Class Action Settlement and Hearing Date for Final Court Approval ("Notice") to all Class Members
19 known address by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of
20 the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice
21 further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class
22 Members' right to receive their share of the Settlement (if approved), of the scope and effect of the
23 Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and
24 objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file
25 documentation in support of or in opposition to the Settlement and to appear in connection with the Final
26 Approval Hearing. Class Members had adequate time to consider this information and to use the
27 procedures identified in the Notice. The Court finds and determines that this notice procedure afforded
28 adequate protections to Class Members and provides the basis for the Court to make an informed decision

1 regarding approval of the Settlement based on the responses of Class Members. The Court finds and
2 determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law
3 and due process.

4 4. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability, and damages issues. The Court further finds that the Parties have conducted
7 sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel
8 are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed
9 Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks
10 and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached
11 the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the
12 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in
13 all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according
14 to its terms.

15 5. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance with the
17 provisions of the Settlement Agreement. The Individual Settlement Payment and Individual PAGA
18 Payment checks shall remain valid for a period of one hundred eighty (180) calendar days.

19 6. All Settlement Class Members, regardless of whether or not they cash their Individual
20 Class Payment check(s), will be bound by the releases detailed in this Settlement Agreement. Settlement
21 Class Members must cash or deposit their Individual Class Payment and Individual PAGA Payment
22 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any
23 checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement
24 Administrator will submit the amount of the uncashed or not deposited payments to California State
25 Controller as unclaimed property in the name of the Settlement Class Member who did not cash his or
26 her check.

1 7. The Court finds that the Gross Settlement Amount (\$525,800.00), Net Settlement
2 Amount, and the methodology used to calculate and pay each Individual Class Payment and Individual
3 PAGA Payment, in accordance with the Settlement, are fair and reasonable.

4 8. For purposes of this Final Approval Order and this Settlement only, the Court hereby
5 confirms the appointment of the named Plaintiff as the class representative for the Class Members.
6 Further, the Court finally approves the Class Representative's Service Payment to Plaintiff, as fair and
7 reasonable, in the amount of five thousand dollars (\$5,000.00). The Court hereby orders the Settlement
8 Administrator to distribute the Class Representative's Service Payment to the Plaintiff in accordance with
9 the provisions of the Settlement.

10 9. The Court hereby approves the PAGA Allocation in the amount of twenty-five thousand
11 dollars (\$25,000.00) of which 75% or eighteen thousand seven hundred fifty dollars (\$18,750.00) will be
12 sent by the Settlement Administrator to the Labor and Workforce Development Agency ("LWDA") and
13 25% or six thousand two hundred fifty dollars (\$6,250.00) will be distributed to the Aggrieved Employees
14 in accordance with the provisions of the Settlement.

15 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
16 confirms the appointment of Kevin Mahoney, Katherine Odenbreit, and John Young of Mahoney Law Group,
17 APC as Class Counsel for Class Members. Further, the Court finally approves a Class Counsel Fees and
18 Costs Award, as fair and reasonable, of one hundred seventy-five thousand two hundred sixty-six dollars
19 and sixty-seven cents (\$175,266.67) for attorneys' fees to be distributed to Class Counsel.

20 11. Further the Court approves costs up to fourteen thousand one hundred forty dollars and
21 thirty-seven cents (\$14,140.37). At the time of Settlement, Class Counsel estimated their final costs were
22 not to exceed sixteen thousand dollars (\$16,000.00). The remaining amount of one thousand eight
23 hundred fifty-nine dollars and sixty-three cents (\$1,859.63) will become part of the Net Settlement
24 Amount for distribution to Class Members. Class Counsel's receipt of the Class Counsel Fees Payment
25 shall fully satisfy all fees and litigation costs incurred by Class Counsel that represented Plaintiff and
26 Class Members in the Action. The Court hereby orders the Settlement Administrator to distribute the
27 Class Counsel Fees Payment to Class Counsel in accordance with the provisions of the Settlement
28 Agreement and this Order.

1 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
2 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
3 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and
4 further finally approves Administrator Expenses Payment, as fair and reasonable, of eight thousand five
5 hundred dollars (\$8,500.00).

6 13. The Court directs Defendant to fund all amounts due under the Settlement Agreement to
7 be funded no later than fourteen (14) days after the Effective Date. Individual Class Payments will be
8 mailed via First-Class U.S. Mail to Class Members no later than fourteen (14) calendar days after the
9 Gross Settlement Amount is fully funded as set forth in the Settlement Agreement.

10 14. The “Released Parties” means: Defendant, and all of its current, former, and future
11 parents, owners, subsidiaries, related and/or affiliated individuals and entities, predecessors and
12 successors, and each of their respective agents, employees, owners, insurers, joint venturers, joint
13 employers, alter egos, officers, directors, spouses, partners, shareholders, agents, principals, and any
14 other successors, assigns, or legal representatives/attorneys, as well as any other individual or entity
15 which could be jointly, severally, and/or derivatively liable.

16 15. Plaintiff’s Release. As a condition of receiving any portion of the Class Representative
17 Service Payment, Plaintiff and each of his former and present spouses, representatives, agents, attorneys,
18 heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from
19 all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute,
20 ordinance, regulation, common law, or other source of law, including, but not limited to, claims arising
21 from or related to his employment with Defendant and his compensation while so employed (“Plaintiff’s
22 Release”). Plaintiff’s Release includes all claims asserted in the Action and/or arising from or related to
23 the facts and claims alleged in the Action or the PAGA Notice(s), or that could have been raised in the
24 Action or the PAGA Notice based on the facts and claims alleged. Plaintiff’s Release includes, but is
25 not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages,
26 straight time compensation, overtime compensation, double-time compensation, and interest; the
27 calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to
28 timely pay wages; failure to timely pay final wages; non-compliant (e.g., missed, short, late, and/or

1 interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit
2 rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse
3 business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage
4 statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from
5 wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage
6 statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and
7 attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code
8 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216,
9 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246,
10 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194,
11 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698, et seq., 2699 et seq., 2802, and 2804); all
12 claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California
13 Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section
14 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203,
15 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; the California common law of
16 contract; the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315;
17 federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq.
18 (ERISA). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress,
19 retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for
20 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as
21 amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities
22 Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment
23 and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims
24 not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this
25 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
26 security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
27 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
28 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that

1 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
2 additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's Release and
3 Defendant's release against Plaintiff (set forth below) will be detailed in stand-alone individual settlement
4 agreement.

5 16. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
6 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
7 of section 1542 of the California Civil Code, which reads:

8 A general release does not extend to claims that the creditor or releasing
9 party does not know or suspect to exist in his or her favor at the time of
10 executing the release, and that if known by him or her would have
11 materially affected his or her settlement with the debtor or released party.

12 17. Release by Participating Class Members. All Participating Class Members, on behalf of
13 themselves and their respective former and present representatives, spouses, agents, attorneys, heirs,
14 administrators, successors, and assigns, shall fully and finally release the Released Parties of the
15 "Released Class Claims." The "Released Class Claims" means all state, federal, and other wage and hour
16 claims and any and all claims, debts, liabilities, demands, actions, or causes of actions of every nature
17 and description that were either alleged, or that could have been alleged, in the Lawsuit and/or based on
18 and/or arising out of facts and claims alleged in the Lawsuit, including, but not limited to, claims for
19 unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation,
20 overtime compensation, failure to pay double-time wages, and interest thereon; the calculation of the
21 regular rate of pay; noncompliant (*e.g.*, missed, short, late, and/or interrupted) meal periods and rest
22 periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and
23 payment of meal period and rest period premiums; failure to reimburse for all necessary business
24 expenses; payment for all hours worked, including off-the-clock work and rounded time; wage
25 statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure
26 to timely pay wages; failure to timely pay final wages; unfair business practices related to the Released
27 Class Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage
28 penalties, and waiting-time penalties; non-compliant wage statements; and attorneys' fees and costs; all

claims related to the Released Class Claims arising under the California *Labor Code* (including, but not limited to, sections 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 2698, 2699, *et seq.*, and 2802); the Wage Orders of the California Industrial Welfare Commission; California *Business and Professions Code* sections 17200, *et seq.*; California Private Attorneys' General Act of 2004; the California *Civil Code*, to include but not limited to, sections 3287, 3288, 3336 and 3294; C.C.P. § 1021.5, and any other employment law and/or regulation applicable to the Lawsuit herein. The Released Class Claims excludes the release of claims not permitted by law. Class Members who cash their Individual Settlement Payment check shall be deemed to opt-in for purposes of releasing Released Parties from any Released Class Claims predicated under the FLSA. Furthermore, upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). The Released Class Claims are limited to the Class Period stated herein.

18. Release by Aggrieved Employees: All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Penalties, cannot sue, continue to sue, or participate in any other PAGA claim against the Defendant. All Aggrieved Employees on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit and/or based on and/or arising out of facts and claims asserted in the operative complaint in the Lawsuit and/or in the PAGA Notice(s). The released PAGA claims include, but are not limited to, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business

1 expenses; payment for all hours worked, including off-the-clock work and rounded time; wage
2 statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure
3 to timely pay wages; and failure to timely pay final wages. The released PAGA claims include, but are
4 not limited to, claims for violation of the Wage Orders of the California Industrial Welfare Commission
5 and the following California Labor Code sections: 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512, 558,
6 1174, 1174.5, 1182.12, 1194, 1197, 2802, 2698 et seq., and 2699, et seq.). PAGA Members released
7 PAGA claims are limited to the PAGA Period as stated herein.

8 19. Defendant's General Release of Claims Against Plaintiff. In consideration of Plaintiff
9 paying five hundred dollars (\$500.00) within thirty (30) days from his receipt of the class representative
10 enhancement, Defendant, on behalf of itself its and their predecessors, successors, assigns, owners,
11 shareholders, officers, directors, employees, agents, subcontractors, attorneys and representatives,
12 whether previously or hereinafter affiliated in any manner (collectively, the "Defendant Released
13 Parties"), hereby fully and forever waives, releases, acquits, relieves and discharges Plaintiff from any
14 and all known and unknown claims, rights, actions, complaints, demands, causes of action, charges,
15 obligations, promises, contracts, rewards, agreements, controversies, suits, debts, expenses, damages,
16 statutory penalties, civil penalties, attorneys' fees, costs, losses, and liabilities of any nature whatsoever,
17 whether or not now known, suspected or claimed, matured or unmatured, fixed or contingent, which
18 Defendant Released Parties ever had, now has, or may claim to have, from the beginning of time to the
19 moment she signs this Agreement, by reason of any act, event or omission concerning any matter, cause
20 or thing, including, without limiting the generality of the foregoing, (i) any claims arising out of, or in
21 connection with, Plaintiff's employment with Defendant or the cessation of that employment; (ii) any
22 claims for common law or statutory torts; (iii) any claims based on, arising under, or pursuant to any
23 federal, state, or governmental constitution, statute, regulation or ordinance, including, without
24 limitation, any claims based on, arising under, or pursuant to any contracts or agreements, oral or written,
25 express or implied, between Plaintiff and any of the Defendant Released Parties, including any
26 employment agreement; equitable relief, injunctive relief, reinstatement, declaratory relief, attorney's
27 fees, costs, restitution, punitive damages, penalties of any nature whatsoever, or any benefit claimed on
28 account of the allegations asserted in the Lawsuit. Plaintiff's check for this payment shall be made

1 payable to Daniels Western Meat Packer's, Inc. and the \$500.00 check from Plaintiff to Defendant shall
2 be mailed to Tony Blain, Esq., Blain & Associates, A.P.C., 8840 Wilshire Boulevard, Beverly Hills, CA
3 90211-2606. Defendant's release herein of Plaintiff on an individual basis shall not be effective unless
4 and until Plaintiff's actual payment of the five hundred dollars (\$500.00) to Defendant as provided herein
5 clears Defendant's bank.

6 20. After Settlement administration has been completed in accordance with the Settlement
7 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
8 Settlement.

9 21. Neither this Final Approval Order, the Settlement Agreement, nor any document referred
10 to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be
11 used by Plaintiff as an admission by or against Defendant or any of the other Released Parties of any
12 fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of
13 any claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties. The
14 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
15 thereto, shall not in any event be construed as an admission or concession with regard to the denials or
16 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence by
17 Plaintiff against Defendant or any of the Released Parties in any action or proceeding in any court,
18 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
19 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
20 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
21 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file
22 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,
23 release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

24 22. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in
25 accordance with the terms set forth in the Settlement Agreement.

26 23. Without affecting the finality of this Final Approval Order in any way, this Court hereby
27 retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
28 and all orders and judgments entered in connection therewith.

1 24. An Order to Show Cause Hearing Re: Compliance with the Settlement herein is scheduled
2 for March 12, 2025 at 8:30 a.m. in Department 6. On or before March 3, 2025, the Parties shall file with
3 the Court a joint report regarding the compliance with the Settlement herein. On or before, March 3,
4 2025, Plaintiff shall file a report from the Settlement Administrator pursuant to Code of Civil Procedure
5 section 384, subdivision (b), in the form of a declaration from the Settlement Administrator or other
6 declarant with personal knowledge of the facts regarding the Settlement herein. The report to the Court
7 filed by Plaintiff shall be in the form of a declaration from the Settlement Administrator or other declarant
8 with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total
9 number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of
10 checks that remained uncashed and were redistributed,(v) the total value of those uncashed checks, (vi)
11 the average amount of the uncashed checks, (vii) the nature and date of the disposition of those unclaimed
12 funds, and (vii) other amounts disbursed pursuant to the Settlement.

13 25. This document shall constitute a Judgment for purposes of California Rule of Court
14 3.769(h).

15 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

16
17
18 Dated: 08/01/2024



Elihu M. Berle

Elihu M. Berle / Judge

HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **July 31, 2024**, I served [X] true copies [] originals of the following document(s): **[AMENDED] PROPOSED ORDER GRANTING FINAL APPROVAL AND JUDGMENT**. I served the document(s) on the person(s) below as follows:

Tony Blain, Esq.
BLAIN & ASSOCIATES, A.P.C.
8840 Wilshire Boulevard
Beverly Hills, CA 90211-2606

Attorneys for Defendant DANIEL'S
WESTERN MEAT PACKERS, INC.

Telephone: (310) 358-3111

Facsimile: (310) 358-3181

Email: tblain@tblainlaw.com

The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **July 31, 2024**, at Long Beach, California.

Nicole Pierson