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ATTORNEYS FOR PLAINTIFFS, DAVID KELLEY, JOSHUA HENSON AND THOSE SIMILARLY SITUATED

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF ALAMEDA**

**UNLIMITED JURISDICTION**

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| DAVID KELLEY AND JOSHUA HENSON, INDIVIDUALLY AND ON BEHALF OF THOSE SIMILARLY SITUATED,<br><br>PLAINTIFFS,<br><br>V.<br><br>OIL CHANGER, INC., A CALIFORNIA CORPORATION, AND DOES 1 THROUGH 10, INCLUSIVE,<br><br>DEFENDANTS. | CASE NO. HG21091500<br><br>**DECLARATION OF KEVIN WOODALL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION/PAGA SETTLEMENT**<br><br>**DATE: JUNE 4, 2024**<br>**TIME: 1:30 P.M.**<br>**DEPT: 21**<br>**JUDGE: HON. NOEL WISE** |

I, Kevin Woodall, declare and state as follows:

1. I am an attorney licensed to practice in the State of California and before this Court. I am counsel to Plaintiffs David Kelley and Joshua Henson in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of the facts set forth in this declaration.

**Claims and Procedural History**

2. On March 11, 2021, this Action was initiated in Alameda County Superior Court. The operative Second Amended Class Action and PAGA Complaint asserts causes of action for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum and Regular Wages; (3) Failure to Make Timely Final Wage Payments; (4) Failure to Provide Proper Itemized Wage Statements, (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Meal Periods and Premium Pay; (7) Failure to provide Rest Periods and Premium Pay; and (8) Unfair Competition. In addition, the operative Second Amended Class Action and PAGA Complaint asserts all of the foregoing claims for penalties under the California Private Attorneys' General Act ("PAGA"), along with additional PAGA claims for failure to timely pay wages during employment and failure to maintain records. In March, 2011, Plaintiff Kelley provided notice under the PAGA that Oil Changer committed the foregoing wage and hour violations.

3. In January, 2024, the parties participated in a full day mediation session with Cynthia Remmers, an experienced and well-respected wage and hour mediator who has successfully resolved numerous class action and PAGA disputes. The mediation was successful and the parties agreed to settle this matter for $3,000,000.

**Extensive Discovery Conducted**

4. The parties engaged in thorough discovery prior to settling this matter. Plaintiffs propounded and received responses to formal discovery requests for documents and information. Oil Changer produced all reimbursement records from 2000 to present, a greater than 10 percent random sample of wage statements and time entry records, termination and resignation records, employment policies, handbooks, bank deposit

records, and information relating to the estimated 2,463 Class Members including, but not limited to, their rates of pay, workweeks and pay periods, and employment status (i.e., the number of former or current employees). After a *Belaire West* notice, Oil Changer also produced the names and contact information of putative class members. Following the receipt of this information and documents, my staff and I conducted an extensive analysis of the data and records. I hired an expert to further analyze time entry and wage statement data. Additionally, I interviewed dozens of putative class and PAGA members. I took Oil Changer's persons most qualified deposition over two days.

**Primary Settlement Terms**

5. The parties settled this matter for Three Million Dollars ($3,000,000) (hereinafter, "Maximum Settlement Amount"), which is non-reversionary. The Maximum Settlement Amount will be allocated as follows under the agreement: (1) $35,000 will be paid to the Labor Workforce Development Agency ("LWDA") and PAGA aggrieved employees (75 percent to the LWDA and 25 percent to PAGA aggrieved employees); (2) class counsel will seek thirty-three percent (33%) of the Maximum Settlement Amount in attorney's fees, along with the reimbursement of costs advanced—not to exceed $20,000 in costs; (3) the Settlement Administrator (Phoenix Settlement Administrators, a company with substantial experience in this area) will receive approximately $19,000; (4) Plaintiffs will each seek an incentive payment of $7,500 relating to their efforts in advancing the interests of class and PAGA members; (5) Plaintiffs will each receive $15,000 relating to their non-class claims, and (6) the Settlement Class Members will receive the remainder of the Maximum Settlement Amount ("Net Settlement Amount"). In addition, Oil Changer will make important policy changes to improve practices relating to: (a) payment of meal premiums when non-exempt employees are not provided the opportunity to take a timely and complete meal period; (b) payment of travel time and mileage relating to pre or post shift bank deposits made on behalf of Oil Changer; and (c) payment of time worked by non-exempt employees performing post-shift closing duties after clocking out. Oil Changer will separately pay the employer's share of payroll taxes.

Attached hereto as Exhibit 1 is a true and correct copy of the Joint Stipulation of Class and Representative Action Settlement.

6. The Net Settlement Amount will be distributed to Class Members who do not opt-out of the settlement as follows: the Settlement Administrator will divide the Net Settlement Amount (less the $8,870 PAGA payment) by the total number of workweeks in the Class Period (March 11, 2017 to January 31 2024) for all Settlement Class Members to arrive at an amount per workweek. That amount will then be multiplied by the number of workweeks of each Settlement Class Member to arrive at the Individual Settlement Payments. Likewise, the PAGA payment will be determined by dividing the $8,750 PAGA payment by the total number of workweeks in the PAGA Period (March 11, 2020 to January 31, 2024) and multiplying this amount by each PAGA member's workweeks in the PAGA Period.

7. Assuming each of the projected 2,463 Class Members does not opt-out, the average compensation attributed to each Settlement Class Member before subtraction of the fees, costs and payments above will be approximately $1,218 ($3,000,000/2,463). The amount attributed to Settlement Class Members who worked the entire Class Period, before subtraction of fees, costs and payments above, will be in excess of $6,050 ($3,000,000/ 177,484 workweeks in Class Period = $16.90 per workweek x 358 workweeks in the Class Period). It is also noteworthy that if not all Class Members participate in the settlement, the settlement amount for each Settlement Class Member would be higher. As set forth more fully below, Settlement Class Members are projected to receive additional compensation from Oil Changer's policy changes.

8. Payroll withholdings will be made on the twenty percent (20%) portion deemed unpaid wages, while there will be no taxes withheld regarding the eighty percent (80%) portion deemed penalties, interest, reimbursed expenses and other non-wage damages. In exchange for their participation, the Settlement Class Members will provide a *limited* release that covers the claims asserted in this action for the Class Period (March 11, 2017 through January 31, 2024), including those claims that were brought or could have been

brought and that arose from or relate to the facts alleged in the Second Amended Complaint.

9. Within five (5) business days of a preliminary approval order by the Court, Oil Changer shall provide the Settlement Administrator with the names and contact information of Class Members, along with the information necessary to make the payments described above. Within five (5) business days of receiving the class list and data from Oil Changer, the Settlement Administrator will send to the Class Members via first class mail a Notice Packet. The Class Notice includes detailed information regarding the claims asserted, the settlement and amounts to be paid under the settlement (above), the number of workweeks worked by the employee during the Class Period, the impact on the rights of Class Members if they choose to opt-out of the settlement or do nothing, and how to submit an opt-out request and object to the settlement, along with the final approval hearing date. If any Notices are returned, the Settlement Administrator will update the address using a national address search service and resend the Notice Packet. Class Members will have forty-five (45) days from the mailing of the Class Notice to opt-out or object to the settlement. Attached hereto as Exhibit 2 is a true and correct copy of the proposed Class Notice.

**Potential Damages and Risks Associated With Litigation**

10. I have extensive experience and knowledge with respect to wage and hour class actions and although I believe Plaintiffs could have ultimately prevailed if this case did not settle, I realize Plaintiffs and the putative class would have to overcome hurdles to demonstrate liability, damages and class action status. Specifically, Plaintiffs contend Oil Changer did not properly pay regular and overtime wages, issued inaccurate wage statements, did not provide compliant meal and rest periods or premium pay for the same, failed to reimburse expenses, and did not timely pay final wages to putative class members in violation of Labor Code §§ 203, 226, 226.7, 510, 512 and 2802. Oil Changer denies the allegations and stood ready and willing to oppose a motion to certify a class action for trial purposes and to litigate the case on the merits. In reaching the settlement,

Plaintiffs were mindful of the risk that the Court may not certify a class action for purposes of trial or that Oil Changer may prevail on the merits.

11. Oil Changer was prepared to argue that putative class members are not owed regular or overtime wages because its policies are compliant with Labor Code §§ 510 and 1197 and employees did receive all regular and overtime pay. In particular, Oil Changer argued that the few seconds or minutes it took to close the stores after clocking out was minimal and employees who made bank deposits after closing stores were given every opportunity to submit time for this work. Oil Changer also denied that managers changed times entered by employees, unless an employee made a mistake and gave permission to change his/her time entries. In addition, Oil Changer contends that it was not liable for missed or noncompliant meal and rest periods under Labor Code §§ 226.7 and 512, as it maintained policies encouraging employees to take meal and rest periods and paid premium pay. Oil Changer would have argued that if employees chose not to take meal or rest periods, including at the correct time or for the full time permitted, it was not liable and that it audited time records for missed or noncompliant meal periods and paid premium pay when they were spotted. Oil Changer was prepared to argue that employees received their final pay when their employment ended in accordance with Labor Code §§ 201-203. Further, Oil Changer contends employees were told to submit expenses related to bank deposits and other expenses, which many employees did. Finally, Oil Changer maintains that the wage statements provided to Plaintiffs and other employees complied with Labor Code § 226. For purposes of settlement, Plaintiffs and I weighed these risks against the full value of the class and PAGA claims.

12. If Plaintiffs were to prevail on liability and class certification, the total amount of unpaid regular and overtime wages during the Class Period (March 11, 2017 to January 31, 2024) would have been approximately $898,946 ($303,015 relating to the failure to pay wages for closing stores, and $595,931 relating to the failure to pay wages for performing bank deposits after store closings). Unpaid wages relating to store closings were determined by analyzing the number of days the stores were open and

closed in California during the Class Period, multiplying the 107,739 workdays of those who closed stores during the Class Period by an estimated 7.5 minutes of off-the-clock work (based upon interviews of Class Members), and multiplying that figure by an average regular and overtime pay rate of $22.50/hour. Unpaid wages relating to bank deposits after closing stores were calculated by determining how many bank runs were unpaid from reviewing a sampling of time entry records, bank deposit records and reimbursement records, multiplying the estimated 63,566 unpaid bank runs by an estimated 25 minutes to arrive at the unpaid 1,589,150 minutes, dividing this number by 60 minutes in an hour, and multiplying this number by an average regular and overtime pay rate of $22.50/hour.

13. My firm determined that during the Class Period, Labor Code § 203 penalties relating to the failure to timely pay final wages would have been approximately $6,162,480. This number was arrived at by multiplying the 1,902 former employees by an estimated 75 percent violation rate (the violation rate was estimated based upon the number of individuals who closed stores and made bank runs off-the-clock), multiplying this number by 8 hours/day, and then multiplying that number by an $18/hour average regular rate of pay (as determined by Plaintiffs' expert).

14. My firm determined statutory penalties relating to inaccurate wage statements during the one-year Class Period (March 11, 2020 to January 31, 2024) were $4,142,383 under Labor Code § 226. This number was arrived at by estimating that approximately 85 percent of the 65,686 wage statements issued during the Class Period were inaccurate (the violation rate was estimated based upon the number of wage statements of those who closed stores and made bank runs off-the-clock on at least one day in a pay period) and multiplying this number by the $50/$100 statutory penalties, up to the maximum $4,000 per person.

15. Plaintiffs' expert reviewed a 10 percent sample of wage statements and time entry records produced by Oil Changer and determined 9 percent of shifts contained a meal period violation with no corresponding premium pay issued. Based upon this

figure, my firm estimated that unpaid premium pay for missed and noncompliant meal period claims is $1,597,347. We arrived at this number by multiplying the 887,415 workdays of Class Members by the 9 percent violation rate, and then multiplying that number by the $22.50 average regular and overtime pay rate. Based upon interviews of putative class members, my firm estimated that 40 percent of workdays employees either missed or had noncompliant rest periods, but were not paid premium pay. Based thereon, we estimated that unpaid premium pay for missed or noncompliant rest periods is $7,986,735 (887,415 workdays or shifts x .40 violation rate x $22.5 average rate of pay).

16. My firm determined the unreimbursed expenses would be $539,656.65. We made that estimate based upon a comprehensive review of a sampling of bank deposit records, which show approximately 107,739 bank deposits should have been made, but a sampling of reimbursement records showed approximately 15,491 mileage reimbursement requests were made and paid (e.g., mileage for 92,249 bank deposits was not reimbursed). Assuming 10 miles for each bank deposit at .585 per mile multiplied by the 92,249 unreimbursed trips, we arrived at the number above. Although we reviewed whether there were unreimbursed expenses relating to uniforms, cell phones and safety equipment, we did not discover any widespread violations.

17. Despite the maximum potential recovery of $21,327,547.65 for the class claims, there are risks associated with certifying a class action and establishing liability, including the very same arguments made by Oil Changer (above).

18. Given the risks involved with obtaining and certifying a class action, prevailing on the merits regarding the class claims and collecting on a judgment, the realistic potential recovery on the class action claims is a fraction of the maximum theoretical recovery for class claims. Based upon the arguments and defenses raised by Oil Changer, I believe the realistic potential recovery is approximately 30% of the maximum theoretical recovery or $6,398,264.29. Thus, the $3,000,000 settlement represents approximately forty-seven percent (47%) of the realistic potential recovery, excluding the important policy changes that will be made by Oil Changer. Based upon

past violations, I expect the policy changes will conservatively result in millions of dollars of wages and reimbursed expenses paid to employees over the next few years. Consequently, this settlement represents seventy to eighty percent (70-80%) of the realistic potential recovery, which takes into consideration the important policy changes. Based upon the risks involved, the settlement is a very good result for the Class Members.

19. During the one-year statute of limitations relating to the released PAGA claims (March 11, 2020 to January 31, 2024), Plaintiff Kelley was not able to identify instances of failure to maintain records or the failure to timely pay wages during employment, other than his own. With respect to violations of Labor Code §§ 201-202, 226, 226.7, 510, 512 and 2802, if Plaintiff Kelley were able to demonstrate that Oil Changer violated said Labor Code sections during this same period of time, the maximum potential penalties would be in excess of $22 million when each pay period violation is multiplied by a $100 civil penalty, using the same analysis above. Specifically, PAGA penalties are calculated as follows:

- unpaid wages relating to store closings (67,686 pay periods for all employees x 40 percent of employees who close stores in a pay period x $100 PAGA penalty = $2,707,440 civil penalties);
- unpaid wages relating to bank deposits (67,686 pay periods for all employees x 40 percent of employees make bank runs after closing stores in a pay period x $100 PAGA penalty = $2,707,440 civil penalties);
- meal period violations (67,686 pay periods for all employees x 36.9 percent of pay periods containing a noncompliant meal period and no corresponding premium pay x $100 PAGA penalty = $2,497,613 civil penalties);
- rest period violations (67,686 pay periods for all employees x 85 percent violation rate in a pay period x $100 PAGA penalty = $5,753,310 civil penalties);
- untimely final wages (1,902 former employees x 75 percent violation rate x

$100 PAGA penalty = $142,650);

- inaccurate wage statements (67,686 pay periods for all employees x 85 percent violation rate x $100 PAGA penalty = $5,753,310 civil penalties); and
- unreimbursed expenses (67,686 pay periods for all employees x 40 percent violation rate x 100 PAGA penalty = $2,707,440 civil penalties)

20. All of the risks identified above relating to the underlying alleged Labor Code section violations apply equally to the PAGA claim. In addition, Oil Changer would rely on the Court's discretion under PAGA to reduce or eliminate the award of civil penalties under Labor Code § 2699 et seq. Oil Changer would have argued the violations were not intentional, but inadvertent. As a result, Oil Changer would argue that it would be unjust to award substantial PAGA penalties on top of the statutory penalties and damages available under Labor Code §§ 201-203, 226, 226.7, 510, 512 and 2802 for the same underlying statutory violations. Further, if the PAGA claims were successful, the LWDA would obtain 75% of the penalties and aggrieved employees would be entitled to 25% of the penalties. Given the above, in my experience, it is common for PAGA penalties to be greatly reduced by courts.

**The Settlement is Fair, Reasonable and Adequate**

21. After engaging in the extensive discovery noted above, the parties participated in a full-day mediation in January, 2024 with a well-respected mediator, Cynthia Remmers.

22. The settlement does not grant preferential treatment to segments of the Class because all members were affected by Oil Changer's conduct and they will receive a settlement amount based upon the number of workweeks they worked during the Class Period (i.e., they receive more compensation the longer they were subjected to Oil Changer's alleged improper conduct).

23. I have been practicing law for over twenty-eight years. After graduating from the University of San Francisco School of Law (Magna Cum Laude) in 1995 and my admission to the bar that same year, I first practiced as a Lieutenant in the Navy

Judge Advocate General's Corps until 1999. During that time, from approximately 1997 until 1999, I was a Special Assistant United States Attorney. In 1999, I left government practice and worked for a small firm in San Francisco (Steyer, Lowenthal, Boodrookas and Walker) before joining the international firm of Foley & Lardner LLP in early 2000. For the next 10 ½ years, I was an Associate, Senior Counsel and Partner in Foley & Lardner LLP's Labor and Employment Department (approximately 7 years as Senior Counsel and Partner). In August, 2010, I started my own firm, which specializes in employment litigation, including class actions and complex cases.

24. During my career, I have tried approximately 50 cases to either a jury, a judge or an administrative board in the Navy and in federal and California courts, and another 15-20 cases to an arbitrator. In the last 22 years, I have specialized in labor and employment litigation. I have represented plaintiffs and defendants in numerous class action and complex litigation cases, including well-known clients in wage and hour and other class actions, such as Kmart Corporation, 24 Hour Fitness, Global Tel-Link Corporation and Color Spot Nurseries. I have defeated class certification, certified class actions and settled numerous class cases. When representing plaintiffs in wage and hour class actions at my own firm, I have been appointed class counsel and recovered millions of dollars for my clients. In the past, I was voted by my peers as one of The Best Lawyers in the Bay Area with respect to employment litigation.

25. In my opinion, I believe the settlement is very good result for the Settlement Class. While I believe Plaintiffs can prevail on behalf of the Class and PAGA aggrieved employees, there are significant hurdles to overcome in order to demonstrate liability, damages and class action status, as set forth in more detail above.

26. Plaintiffs spent many hours participating in discovery and mediation, along with providing the facts necessary for the pleadings and the like. My paralegal and I have spent a considerable amount of time prosecuting this case. I expect to spend many additional hours after preliminary approval including, but not limited to, working with the Settlement Administrator, preparing additional motions for fees, costs and final approval,

and addressing any objections, if necessary. Plaintiffs and my office will submit more details regarding our time spent on this matter in a later motion for attorney's fees, costs and incentive payments.

**Class Certification**

27. The Class is sufficiently numerous and ascertainable. There are approximately 2,463 Class Members. The Class can easily be ascertained, as it is "persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period, defined as March 11, 2017 through January 31, 2024, in the State of California." The Class Members have already been identified through Oil Changer's own records, including wage statements, time entry records, reimbursement records and documents showing those who are current and former California employees during the Class Period.

28. In this case, common issues of fact and law predominate. Oil Changer had uniform policies and practices relating to overtime and regular pay and hours worked. Plaintiffs contend some policies and procedures were deficient and resulted in violations of Labor Code §§ 510, 1194 and 1197. For example, instead of having employees clock out after all closing duties were performed, employees were required to clock out beforehand and no time was automatically added for store closing duties. In addition, it was Oil Changer policy and practice that employees who made bank deposits after work performed this task off-the-clock and instead of automatically adding additional time for this task, Oil Changer required employees to seek a modification of their time entry, which rarely happened according to time entry records. As the regular and overtime wages were not paid when the employees resigned or were discharged, the foregoing policies and practices resulted in derivative waiting time penalty violations under Labor Code §§ 201-203, which require an employer to pay all wages immediately upon termination of employment or within 72 hours of a resignation.

29. Based upon the same policies and practices, common issues predominate

with respect to the inaccurate and noncompliant wage statement claim under Labor Code § 226. Given the above, Oil Changer did not provide wage statements that list the correct gross wages earned, the correct number of hours worked at each rate of pay or the correct total hours worked. Further, the knowing and intentional requirement under Labor Code § 226 is subject to common proof, as Oil Changer was aware of the policies and practices and intended to provide the wage statements in this manner or format. *Orozco v. Ill. Tool Works Inc.*, 2016 U.S. Dist. LEXIS 158115, *15-16 (E.D. Cal. Nov. 15, 2016) (predominance requirement was met because knowing and intentional requirement requires only a showing the employer was aware of the format of the wage statements and intended to provide them in this format); *Vidrio v. United Airlines, Inc.*, 2016 U.S. Dist. LEXIS 189537, *7 (C.D. Cal. Aug. 23, 2016) (class certification proper for wage statements containing inaccurate hours and other issues where leadership was aware of and intended the format of wage statements provided). The requirement that employees suffer an injury from the inaccurate wage statements is a common issue of fact, as proof of injury is based upon what a "reasonable person" would understand from the wage statements. *Brewer v. General Nutrition Corp.*, 2014 U.S. Dist. LEXIS 159380, *16-17 (N.D. Cal. Nov. 12, 2014).

30. Common issues of fact and law also predominate regarding the missed and noncompliant meal and rest period claims based upon Oil Changer's uniform policies and practices. Some of Oil Changer's handbooks were deficient because they did not properly inform employees when to take meal and/or rest periods in accordance with Labor Code §§ 226.7 and 512. Additionally, Oil Changer instructed employees that supervisors would inform them when to take meal and rest periods and thus, any noncompliant meal and rest periods were the result of supervisors. Uniform practices regarding missed or noncompliant meal periods can be demonstrated from the wage statements and time entry records as well, which show non-exempt employees routinely missed or were not provided 30-minute meal periods before the end of the fifth hour of work, yet premium pay was not paid for the same.

31. Plaintiff Henson's claims are typical of the Class. He closed stores and made bank deposits after work, but was not paid for this time off-the-clock. Moreover, he was not reimbursed for mileage relating to bank deposits. As a result of the above, Plaintiff Henson's wage statements were incorrect regarding the hours worked and gross and net pay, and he did not receive all wages earned when his employment was terminated. Plaintiff Henson also missed and was not provided with compliant meal and rest periods, but he was not paid premium pay for all missed or noncompliant meal and rest periods.

32. Plaintiff Henson and I will adequately represent the Class. Plaintiff Henson has already demonstrated he will vigorously protect the interests of the Class. He participated in preparing a complaint and discovery, providing detailed information, assisting with his declaration used for this motion, assisting in the review of settlement agreements, and assisting in a lengthy mediation session. As noted herein, I have extensive experience with wage and hour class actions. As set forth herein, my firm has diligently and vigorously prosecuted this action by: (1) filing and amending complaints; (2) investigating Class Members' potential claims; (3) propounding and receiving discovery; (4) analyzing information and documents that Oil Changer provided in discovery; (5) preparing for and participating in a mediation; (6) negotiating the settlement agreement; and (7) briefing the instant motion for preliminary approval.

**Plaintiffs Resolved Non-Class Claims**

33. Plaintiffs Kelley and Henson both contend they were wrongfully terminated by Oil Changer. Specifically, Plaintiff Henson contends he was discharged and retaliated against after reporting wage and hour violations. Similarly, Plaintiff Kelley contends he was discriminated against after he reported injuries and disabilities. Henson and Kelley both contend their damages resulting from the discrimination and retaliation were in the six figures, including lost income, emotional distress, attorney's fees and costs. Without admission of liability by Oil Changer, the parties entered into separate agreements to resolve the non-class allegations of Plaintiffs, including a Civil Code § 1542 waiver that

does not release the class action claims in this case, in exchange for $15,000 payments to Plaintiffs. The parties negotiated their individual settlement amounts at the end of the mediation, after the Class settlement was substantially completed, as Oil Changer requested a full release of claims by Plaintiffs Kelley and Henson.

**PAGA Notice of Settlement**

34. Notice of the PAGA settlement was communicated to the Labor Workforce Development Agency. Attached hereto as Exhibits 3 and 4 are true and correct copies of the PAGA notice filed in March, 2021 and notice of this settlement, respectively.

I declare under penalty of perjury pursuant to the laws of California and the United States that this statement is true and correct. Executed this 25th day of April, 2024, at Corte Madera, California.

/s/ Kevin Woodall
KEVIN WOODALL