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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF FRESNO**

JOSE ERNESTO LUCAS, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC, a Delaware limited liability company; SPICE WORLD INC., a Florida corporation; SPICE WORLD, LLC, a Florida limited liability company; and DOES 1 through 10, inclusive,

Defendants

Lead Case No. 21CECG01943
(Consolidated with cases 21CECG03840, 22CECG00586)

[Assigned to Hon. Jonathan Skiles, Dept. 403]

**CONSOLIDATED CLASS AND REPRESENTATIVE ACTION**

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**

Date: July 11, 2024
Time: 3:30 p.m.
Dept.: 403
Judge: Hon. Jonathan Skiles

JOSE MAGALLAN, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC d/b/a SPICE WORLD, INC., a Delaware Limited Liability Company; and DOES 1 Through 10, inclusive,

Defendants.

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## I. INTRODUCTION

Plaintiffs Jose Lucas and Jose Magallan ("Plaintiffs") seeks final approval of a pre-certification wage and hour class and Private Attorneys General Act (PAGA) action settlement of $425,000.00. The proposed Settlement will benefit 311 individuals employed in California by Defendants SW Ingredients Holdings, LLC, Spice World, Inc., and Spice World, LLC (collectively, "Defendants") as non-exempt employees any time during the Class Period (July 20, 2017 to February 21, 2024). Declaration of Isam C. Khoury ("Khoury Decl."), ¶ 11.

After adequate Notice to the Class informing them of their rights, the reaction has been wholly positive—with no Requests for Exclusion or Objections received to date. Declaration of Makenna Snow on behalf of ILYM Group, Inc. ("ILYM Decl."), ¶¶ 11-12, Exhibit A ("Class Notice").

Plaintiff has achieved an excellent result in this litigation, with an estimated average Individual Class Payment of $722.62, and the highest at $3,118.00. ILYM Decl., ¶ 16. With no reversion to Defendants, 100 percent of this money will be paid out to the Class. Khoury Decl., ¶ 12, Exh. 1—Class Action and PAGA Settlement Agreement and Class Notice ("SA"), ¶ 3.1. Finally, all monetary requests herein are reasonable in light of work performed, costs reasonably incurred, and results achieved. Khoury Decl., ¶ 12.

## II. THE PARTIES

### A. Defendants

Defendants manufacture, package, and sell a variety of prepared ingredients, such as pre-minced garlic and seasoning blends. Khoury Decl., ¶ 13.

### B. Plaintiff

Plaintiff Lucas worked for Defendants as a non-exempt forklift operator from approximately June 2020 to May 2021 and was classified as non-exempt during the entirety of his employment. Plaintiff Magallan worked for Defendants as a non-exempt employee from approximately April 2020 to April 21, 2021. From April 2020 to August 2020, Plaintiff Magallan worked as a Sanitation Cleaner, from August 2020 to February 2021 as a Quality Assurance employee, and from February 2021 to April 21, 2021 as a Maintenance Clerk. *See* Renewed

Preliminary Approval Motion, at 1:25-2:10; Khoury Decl., ¶ 14.

**C. The Class and Aggrieved Employees**

The Class is defined as "all persons employed by Defendants in California and classified as non-exempt who worked for Defendants during the Class Period." SA, ¶ 1.5. The Class Period is defined as "the period from July 20, 2017 to the date the Court preliminarily approves of the Settlement." SA, ¶ 1.5. Thus, the Class Period runs from July 20, 2017 through February 21, 2024, the date when this Court preliminarily approved the Settlement. ILYM Group Decl., Exh. A. The Class contains 311 class members who worked 23,641 Class Work Weeks and 11,011 PAGA Pay Periods. ILYM Decl., ¶ 5.

## III. PROCEDURAL HISTORY & MEDIATION

Plaintiff Lucas filed a class action complaint against Defendants on July 2, 2021, amending his complaint to allege PAGA claims on September 23, 2021. On June 28, 2021, Defendant produced Plaintiff Magallan's requested personnel file. On August 31, 2021, Magallan filed a PAGA complaint on behalf of the same employee group as in the Lucas action, and on September 13, 2021, Magallan filed a class action complaint, with the Magallan claims overlapping with, and class definition matching to, the Lucas action. On February 25, 2022, Magallan served written discovery on, and noticed the deposition of, Defendants. Plaintiffs agreed to consolidate their actions and filed a consolidated complaint on March 25, 2022, which Defendants answered on April 11, 2022. The consolidated complaint alleges class claims for minimum, overtime, paid time off, meal and rest period premium, and final wages, wage statement penalties, and expense reimbursements, a cause of action under the UCL, and PAGA claims for the same underlying violations. Around March 22, the Parties agreed to mediate, and Defendants produced all necessary data for mediation, which Plaintiffs' consultant, Bennett Berger, analyzed. *See* Renewed Preliminary Approval Motion at 2:22-4:1; Khoury Decl., ¶ 15.

On October 12, 2022, with Plaintiffs relying on a class-wide damages and penalties model prepared by Bennett Berger, the Parties settled this action for $425,000 with the assistance of respected wage and hour mediator Tripper Ortman, Esq. *See* Renewed Preliminary Approval Motion, at 4:3-13; Khoury Decl., ¶ 16. The amount of the Settlement was based on a reasonable valuation of each claim. *See* Renewed Preliminary Approval Motion, at 8:10-18:7 (*Kullar* analysis); Khoury Decl., ¶ 17. At the time of mediation, there were an estimated 300 class members who worked 21,270 workweeks. *See* Renewed Preliminary Approval Motion, at 2:7-20; Khoury Decl., ¶ 18. At final approval, there are 311 class members who worked 23,641 workweeks. Thus, the number of class members increased by less than four percent, and the workweeks increased by only about ten percent from what was understood at mediation. Khoury Decl., ¶ 19. At preliminary approval, this Court preliminarily found "the settlement is fair and reasonable." Khoury Decl., ¶ 20. Plaintiffs contend that a minor increase in the class member and workweek count should not change this conclusion. Khoury Decl., ¶ 21.

## IV. SUMMARY OF PROPOSED SETTLEMENT

### A. Settlement Terms

The Parties agreed to settle the Action for the Gross Settlement Amount ("GSA") of $425,000 which includes, subject to Court approval: (a) attorneys' fees of $141,666.67 (not to exceed one-third of the GSA);[1] (b) litigation costs of up to $30,000; (c) Service Payment of $7,500 to each named Plaintiff for their efforts in initiating and prosecuting the Action, work performed, risks undertaken for costs, substantial benefits conferred on absent Class Members, and a general release; (d) PAGA Payment of $5,000 for civil penalties, of which $3,750 (75%) will be paid to the LWDA and $1,250 (25%) will be distributed to Aggrieved Employees; and (e) administration expenses to ILYM Group, Inc. ("ILYM") of $8,600. Khoury Decl., ¶ 22; SA, ¶¶ 3.1-3.2; ILYM Decl., ¶ 18. In addition to the GSA, Defendants will pay the employer's share of payroll taxes on Class Members' payment allocated as wages. Khoury Decl., ¶ 23; SA, ¶ 4.3.

The remaining Net Settlement Amount of $224,733.33[2] will be distributed to Participating Class Members based on the number of weeks each worked during the Class Period. No claim form will be necessary. Khoury Decl., ¶ 24; SA, ¶¶ 1.23, 1.28, 7.4.2; ILYM Decl., ¶ 15.

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[1] Plaintiffs consented in writing, as applicable, to the fee split agreements between Cohelan Khoury & Singer, Moon Law Group, APC, and D.Law, Inc. See Khoury Decl., ¶ 44, Exhs. 8A-8B.

[2] Notably, the Net Settlement Amount will be slightly higher, given that actual litigation costs are $27,636.56.

After 180 days of issuance of the Settlement Payments, uncashed checks will be voided and funds sent to the State of California Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. Khoury Decl., ¶ 25; SA, ¶¶ 4.4.1, 4.4.3. No part of the GSA will revert to Defendants. Khoury Decl., ¶ 26; SA, ¶ 3.1.

The total number of Workweeks worked by the Participating Class Members during the class period is 23,641, which does not trigger the Escalator Clause. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of $722.62, with the estimated highest gross payment being $3,118.00. ILYM Decl., ¶ 16.

The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of $4.05, with the estimated highest payment being $9.88.
ILYM Decl., ¶ 17.

**B. Preliminary Approval, Notice to the Class, and Response**

**1. Preliminary Approval and Class Notice**

On February 21, 2024, the Court preliminarily approved this Settlement. Khoury Decl., ¶ 27. On March 7, 2024, ILYM Group received the class data file from Counsel for Defendant, which contained the name, social security number, last known mailing address, the number of Work Weeks worked for each Settlement Class Member during the Class Period and the number of Pay Periods worked for each PAGA Employee during the PAGA Period. The data file was uploaded to ILYM's database and checked for duplicates and other possible discrepancies. The

Class List contained 311 individuals with 23,641 Class Work Weeks and 11,011 PAGA Pay Periods. ILYM Decl., ¶ 5.

As part of the preparation for mailing, all 311 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet. ILYM Decl., ¶ 6.

On March 21, 2024, the Notice Packet was mailed, in both English and Spanish, via U.S First Class Mail, to all 311 individuals contained in the Class List. ILYM Decl., ¶ 7, Exh. A.

Thirty-seven Notice Packets have been returned to ILYM's office. Of the 37 returned Notice Packets, none included a returned forwarding address. ILYM Group performed a computerized skip trace on the 37 returned Notice Packets, in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 13 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail. ILYM Decl., ¶ 8. A total of 13 Notice Packets have been re-mailed as a result of ILYM Group's skip tracing efforts. ILYM Decl., ¶ 9.

A total of 24 Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing. ILYM Decl., ¶ 10.

**2. The Class' Response to the Notice**

ILYM Group has not received any requests for exclusion from, objections to, or disputes as to, the Settlement. The deadline to request exclusion from, or object to, the Settlement was May 6, 2024. ILYM Decl., ¶¶ 11-13. ILYM Group will report a total of 311 Participating Class Members, representing 100.00% of the 311 Settlement Class Members. ILYM Decl., ¶ 14.

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## V. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

At preliminary approval, the Court thoroughly analyzed the terms of the proposed Settlement in light of *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245 (establishing relevant factors in determining whether settlement is fair, adequate, and reasonable) and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 (establishing factors determining whether a settlement is a reasonable compromise) and preliminary found the Settlement was fair, adequate, and reasonable. Nothing has changed since Preliminary Approval to negate the presumption of fairness and Class Counsel remains convinced the Settlement is in the Class' best interest. Khoury Decl., ¶ 28.

## VI. ATTORNEYS' FEES ARE REASONABLE AND SHOULD BE AWARDED

Class Counsel requests attorneys' fees of $141,666.67, one-third of the $425,000 GSA. Counsel expended 304.61 hours, a $179,750.31 lodestar.[3] Khoury Decl., ¶ 29, Exh. 2 – Consolidated Summary of Class Counsel's Time & Costs, Exh. 3(A-D) – Attorney Billing Records; Declaration of Kane Moon ("Moon Decl."), ¶¶ 31-34, Exh. A-E – Attorney Billing Records; Declaration of Emil Davtyan ("Davtyan Decl."), ¶¶ 13-14, Exh. A – Attorney Billing Records. Class Counsel also seeks to recover actual litigation costs of $27,636.56.[4] Khoury Decl., ¶ 30, Exh. 4 – Itemized Costs; Moon Decl., ¶ 35, Exh. F – Itemized Costs; Davtyan Decl."), ¶ 15.

### A. The Results Achieved Support the Fee Request

The most important factor to consider in granting a fee award is the success obtained. *Harman v. City & Cty. of S.F.* (2006) 136 Cal. App. 4th 1279, 1312 (citing *Hensley v. Eckerhart* (1983) 461 U.S. 424, 426). Here, an excellent result was achieved, enforcing the law and providing benefits to the Class. The average individual settlement of over $700 is substantial, especially given the average Class Member's low hourly wage. Khoury Decl., ¶ 31.

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[3] Cohelan Khoury & Singer expended 151.7 hours; Moon Law Group, PC expended 92.91 hours; and D.Law, Inc. expended 60 hours. 151.7 + 92.91 + 60 = 304.61. Cohelan Khoury & Singer's lodestar is $81,252.00; Moon Law Group, PC's lodestar is $56,798.31; and D.Law, Inc.'s lodestar is $41,700.00 . $81,252.00 + $56,798.31 + $41,700.00 = $179,750.31.

[4] Cohelan Khoury & Singer spent $16,030.06; Moon Law Group, PC spent $11,606.50. $16,030.06 + $11,606.50 = $27,636.56.

The Class was provided notice of all settlement terms, including that Counsel would request an award of attorneys' fees up to one-third of the GSA. ILYM Decl., Exh. A. No Class Member objected to the attorneys' fees award. ILYM Decl., ¶ 12.

### B. Fee Award Based on a Percentage of the Common Fund is Appropriate

The California Supreme Court has recognized it is appropriate to award attorneys' fees based on a percentage of the total value of benefits to Class Members from the settlement, also known as the "common fund" method. *Laffitte v. Robert Half International, Inc*. (2016) 1 Cal.5th 480, 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 ("*Serrano III*"). A common fund fee award is beneficial because it aligns incentives between counsel and the class; better approximates market conditions in a contingency case; and encourages class counsel to seek early settlement and avoid unnecessarily prolonging litigation. *Laffitte*, 1 Cal.5th at 503. Here, Class Counsel undertook representation at their own expense, with compensation wholly contingent upon providing a Class benefit. Class Members will benefit from the proposed Settlement and receive monetary payments. Based on the defined and clearly traceable Class benefit, the Court may award a percentage of the common fund as attorneys' fees. Khoury Decl., ¶ 32.

### C. One-Third of the Common Fund is a Reasonable Fee

"California courts routinely award attorneys' fees of one-third of the common fund." *Beaver v. Tarsadia Hotels* (S.D. Cal. Sept. 28, 2017) 2017 U.S. Dist. LEXIS 160214, *28; *see also Chavez v. Netflix, Inc*. (2008) 162 Cal. App. 4th 43, 66, n.11 ("fee awards in class actions average around one-third of the recovery."); *Smith v. CRST Van Expedited, Inc.*, No. 10-CV-1116-IEG (WMC), (S.D. Cal. Jan. 14, 2013) 2013 U.S. Dist. LEXIS 6049, *14 ("These percentages compare favorably with" the California (33%) benchmark.).

### D. A Lodestar Cross-Check Proves This Fee is Reasonable

The California Supreme Court has provided that trial courts have discretion to conduct a lodestar cross-check of the common fund award to assess whether the award is reasonable. *Laffitte*, 1 Cal.5th at 504 ("court's decision to double check the reasonableness of the percentage fee through a lodestar calculation" is not an "abuse of discretion"). Such a cross-check "calculation need entail neither mathematical precision nor bean-counting;" it is not a "fullblown lodestar inquiry," and "can be performed with a less exhaustive cataloguing and review of counsel's hours." *Barbosa v. Cargill Meat Solutions Corp*. (E.D. Cal. July 2, 2013) 297 F.R.D. 431, 451. Under the lodestar method, a base fee is calculated from compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorneys. *Serrano III*, 20 Cal.3d at 48. Here, Class Counsel's lodestar is $179,750.31. Khoury Decl., ¶ 33. This lodestar exceeds the fee requested by Class Counsel, and is thus reasonable under the lodestar method. Khoury Decl., ¶ 34.

**E. Counsel's Hourly Rates Are Reasonable**

Class Counsel are entitled to hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Ketchum*, 24 Cal.4th at 1133; *Children's Hospital and Med. Center v. Bonta* (2002) 97 Cal. App. 4th 740, 783. When determining reasonable rates, Courts may consider attorney skill and experience, nature of the work performed, and the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.

Class Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class actions. Cohelan Khoury & Singer routinely class and representative actions on behalf of employees and consumers, and has been appointed Class Counsel or co-Class Counsel in over 300 such cases. Khoury Decl., ¶¶ 3-10, 35. Attorneys for Moon Law Group, APC and D.Law, Inc. also have extensive experience in the arena of employment class action litigation. Moon Decl., ¶¶ 7-30; Davtyan Del., ¶¶ 4-7.

Class Counsel's skill and experience support their hourly rates: Cohelan Khoury & Singer: Founding Partner, Isam C. Khoury - $925; Managing Partner, Michael D. Singer - $995; Former Associate, J. Jason Hill - $700; Associate, Rosemary C. Khoury - $500. Moon Law Group, APC: Founding Partner, Kane Moon - $800-900; Founding Partner, Seung Yang - $750; Partner, Allen Feghali - $500-850; Associate, Brett Gunther - $450-475; Associate, Edwin Kamarzarian - $550-600; Associate, Julie Sohyun Oh - $175-375. D.Law, Inc.: Managing Attorney, Emil Davtyan - $695. These rates are in line with those typically approved in California wage-and hour class action litigation, and comport with the Laffey Matrix. Khoury

Decl., ¶ 36, Exh. 5 - Laffey Matrix.

### F. Class Counsels' Total Hours Are Reasonable

Hours are reasonable if, "at the time rendered, [they] would have been undertaken by a reasonable and prudent lawyer to advance or protect his client's interest." *Moore v. Jas. H. Matthews & Co.* (9th Cir. 1982) 682 F.2d 830, 839. *Norman v. Housing Auth.* (11th Cir. 1988) 836 F.2d 1292, 1306 ("The measure of reasonable hours is determined by the profession's judgment of the time that may be conscionably billed and not the least time in which it might theoretically have been done"). Here, all work undertaken was in the client and the class's interest to achieve this Settlement. Khoury Decl., ¶ 37; Moon Decl., ¶ 33; Davtyan Decl., ¶ 13.

### G. Class Counsel and Settlement Administration Costs Are Reasonable

The Settlement allows Class Counsel to recover up to $30,000.00 in costs and the Settlement Administrator to recovery up to $10,000.00 in costs. SA, ¶¶ 3.2.2-3.2.3. Counsel and the Settlement Administrator respectively seek $27,636.56 and $8,600.00 in actual reasonable and necessary costs, which is well within the amounts allowed by the settlement agreement. Khoury Decl., ¶ 38, Exh. 4 – Itemized Costs; Moon Decl., ¶ 33; Davtyan Decl., ¶ 15; ILYM Decl., ¶ 18.

## VII. THE PROPOSED PAGA PAYMENT IS REASONABLE

The PAGA Payment for $5,000.00, of which $3,750.00 (75%) will be paid to the LWDA and $1,250.00 (25%) to Aggrieved Employees, is reasonable and appropriate. The Parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Class Members. Khoury Decl., ¶ 39. Where a "good faith amount" is negotiated and "there is no indication that this amount was the result of self-interest at the expense of other Class Members," it is generally considered reasonable. *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900, at *25.

The amount allocated to PAGA here, which represents over one percent of the GSA ($5,000/$425,000), is within the range of other approved settlements. See *Magadia v. Wal-Mart Assocs.* (2019) 384 F. Supp. 3d 1058, 1101, citing, among others, *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118 ($10,000 PAGA penalties in settlement of $900,000, or 1.1%), recommendation adopted, (E.D. Cal. Mar. 3, 2015) 2015 U.S. Dist. LEXIS 25730; *Nen Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 ($10,000 PAGA penalties, $1.25m settlement, or 0.8%); *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, *5-6 ($10,000 PAGA penalties, $2.5m settlement, or 0.4%); *Garcia v. Gordon Trucking* (E.D. Cal. 2012) 2012 U.S. Dist. LEXIS 160052 ($10,000 PAGA, $3.7m settlement, or 0.27%). Khoury Decl., ¶ 40.

Class Counsel provided the LWDA with the Motion for Preliminary Approval and the Settlement Agreement. The LWDA did not object. Khoury Decl., ¶ 41, Exh. 6 – LWDA, October 17, 2023 Confirmation of Receipt. The LWDA was served with this Final Approval Motion when filed. Khoury Decl., ¶ 42, Exh. 7 – LWDA Confirmation.

## VIII. THE SERVICE PAYMENTS ARE REASONABLE AND SHOULD BE AWARDED

Service awards "are fairly typical in class action[s]," "to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action." *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394; *see also Earley v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433 ("Those who choose to take the risks of litigation should be the ones who bear the cost when they are unsuccessful [but] [w]hile imposition of the entire cost burden on the named plaintiffs may have a chilling effect on the willingness of plaintiffs to bring class action suits, this effect easily may be outweighed by the potential recovery").

Here, Plaintiffs have done substantial work (approximately 45 hours for Magallan and 43 hours for Lucas) and have taken substantial risks to achieve an excellent result for the Class, justifying $7,500 Service Payments to each of them. Khoury Decl., ¶ 43; Magallan Decl., ¶¶ 3-5; Lucas Decl., ¶¶ 3-5. Finally, the Class received notice each Plaintiff would request $7,500. No Class Member objected. ILYM Decl., ¶¶ 12, Exh. A.

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## IX. CONCLUSION

The Settlement favorably resolves what would otherwise be uncertain litigation. Class Counsel respectfully requests the Court grant final approval of the proposed Settlement, approve the Service Payments, attorneys' fees and costs, and administration expenses as requested.

Respectfully submitted,

MOON LAW GROUP, PC

Dated: June 17, 2024

By: Rosemary Khoury with permission
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff Jose Ernesto Lucas

COHELAN KHOURY & SINGER
D.LAW, INC.

Dated: June 17, 2024

By: Rosemary Khoury
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