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PROJECT

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE, RIVERSIDE HALL OF JUSTICE**
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11 ANDREW ZUNIGA, individually, on a
12 representative basis, and on behalf of all others
similarly situated,

13 Plaintiff,

14 v.

15 DESERT AIDS PROJECT, a California
16 Corporation; and DOES 1 through 10,
inclusive,

17 Defendants.
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Case No. RIC2003219

DECLARATION OF KEITH E. SMITH

[Assigned for All Purposes to Judge Sunshine S. Sykes,
Dept. 6]

Action Filed: August 18, 2020

Trial Date: None Set

DECLARATION OF KEITH E. SMITH

I, Keith E. Smith, declare as follows:

1. I am an attorney at law duly admitted to practice before the courts of the State of California. I am a partner with WOOD, SMITH, HENNING & BERMAN LLP, attorneys of record for Defendant, DESERT AIDS PROJECT. I submit this declaration in support of Plaintiffs' Motion for Preliminary Class Approval of Class Action Settlement. I know the following facts to be true of my own knowledge, and if called to testify, I could competently do so.

2. Except for the Action designated as *Andrew Zuniga, et al. v. Desert AIDS Project*, Riverside County Superior Court Case No. RIC2003219 ("Zuniga Action"), I am not aware of any class, representative or other action in any other court in this or any other jurisdiction in California, in which a plaintiff has asserted claims to those asserted by Plaintiffs in the Zuniga Action. I have made a reasonable inquiry of Desert AIDS Project and their representatives involved with litigation and claims, and of other members of my law firm, and none of them are aware of any similar actions against Desert AIDS Project other than the Zuniga Action. I have also conducted a search of the website of the State of California, Department of Industrial Relations, and have not found any similar representative action filed against Desert AIDS Project other than the PAGA claim filed with the California Labor Workforce Development Agency by Plaintiffs in the Zuniga Action. Additionally, I also caused to be conducted a litigation search on Westlaw, which search did not uncover any class, representative or other collective action against Desert AIDS Project other than the Zuniga Action.

3. The Memorandum of Understanding executed by all parties defined "Released Parties," as "Defendant, and all of its past and present officers, directors, and employees, agents, insurers and reinsurers, vendors, contractors, payroll providers, payment providers, affiliated, predecessor and successor companies . . ." During the process of finalizing the Settlement Agreement, the definition of "Release Parties" was slightly modified to be as follows: "Defendant, and all of its past and present officers, directors, and employees, agents, insurers and reinsurers, vendors, **independent** contractors, payroll providers, pay **stub** providers, affiliates, predecessor and successor companies." The modifications to the definition of "Released Parties" referenced in

1 bold were made for purposes of clarity only and not for purposes of expanding the scope of the
2 agreed upon "Released Parties." The intent is to further prevent any future action arising out of
3 the same allegations that may bring Desert AIDS Project back into court.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 2nd day of March, 2023, at Riverside, California.

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Keith E. Smith