

David Lavi, Esq. (State Bar No. 277604)
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq. (State Bar No. 274961)
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff ENRIQUE GUZMAN OROZCO,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

RODRIGO LOPEZ ROJAS and ENRIQUE
GUZMAN OROZCO, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

HALE CONSTRUCTION, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0003667

*[Assigned to the Honorable Robert T. Waters,
Judge; Dept. 11B]*

**DECLARATION OF DAVID LAVI IN
SUPPORT OF PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PRIVATE ATTORNEY
GENERAL ACT OF 2004 ("PAGA")
SETTLEMENT**

Date: October 28, 2026 / November 3, 2026 /
November 4, 2026 / November 5, 2026 /
November 11, 2026

Time: 9:00 a.m.

Dept: 11B

Complaint Filed: May 11, 2022

SAC Filed: June 22, 2026

Trial Date: September 28, 2026

1 **DECLARATION OF DAVID LAVI**

2 I, David Lavi, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been
4 admitted to practice before this Court. I am a partner at E&L, LLP, and Co-Counsel for Plaintiffs in
5 this action. Based on my assignment to this case and familiarity with the file and action in this matter,
6 I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would
7 and could competently testify under oath thereto. I am a member in good standing of all the State
8 Courts of California.

9 2. This Declaration is submitted in support of Plaintiffs' Motion for Preliminary
10 Approval of the Class Action and PAGA Settlement.

11 **INTRODUCTION**

12 3. Plaintiff Enrique Guzman Orozco ("Plaintiff Orozco") was employed by Defendant
13 Hale Construction, Inc. ("Defendant") from approximately June 2020 through January 12, 2022, as
14 an hourly-paid, non-exempt employee and seeks to represent a proposed class of approximately 404
15 current and former hourly-paid, non-exempt employees who worked for Defendant in California at
16 any time from May 11, 2018 through October 17, 2025 (the "Class Period"), and who have not
17 previously released all known and unknown claims against Defendant (collectively referred to herein
18 as the "Class" or "Class Members"). Additionally, Plaintiff Orozco seeks to represent approximately
19 343 Aggrieved Employees from May 6, 2021 through October 17, 2025 (the "PAGA Period").

20 4. This is a proposed wage and hour class and representative action. On or about May
21 11, 2022, Plaintiff Lopez Rojas ("Plaintiff Rojas") commenced the action, *Rodrigo Lopez Rojas v.*
22 *Hale Construction, Inc.*, Case No. STK-CV-UOE-2022-0003667 (San Joaquin County Superior
23 Court) (the "*Lopez Rojas* Action") by filing a Complaint alleging causes of action against Defendant
24 for (1) failure to pay wages for all hours of work at the legal minimum wage rate in violation of Labor
25 Code §§ 1194 and 1197; (2) failure to pay proper overtime wages for daily overtime worked in
26 violation of Labor Code §§ 510, 1194, and 1198; (3) failure to authorize or permit meal periods in
27 violation of Labor Code §§ 512 and 226.7; (4) failure to authorize or permit rest periods in violation
28

1 of Labor Code §226.7; (5) failure to indemnify employees for employment related losses and
2 expenditures in violation of Labor Code § 2802; (6) failure to timely pay earned wages during
3 employment in violation of Labor Code § 204; (7) failure to timely pay all earned wages and final
4 paychecks due at the time of separation of employment in violation of Labor Code §§ 201, 202, and
5 203; (10) failure to provide complete and accurate wage statements in violation of Labor Code § 226;
6 and (11) unfair business practices in violation of Business and Professions Code § 17200, *et seq.*

7 5. On February 7, 2023, Plaintiff Rojas filed an Amended Complaint adding a cause of
8 action and incorporating damages and restitution for civil penalties pursuant to the Private Attorneys
9 General Act of 2004.

10 6. On July 28, 2023, Plaintiff Orozco filed a Complaint entitled, *Enrique Guzman Orozco*
11 *v. Hale Construction, Inc.*, Case No. STK-CV-UOE-2023-0008042 (San Joaquin County Superior
12 Court) (the “*Guzman Orozco Action*”) alleging causes of action against Defendant for (1) failure to
13 pay wages for all hours of work at the legal minimum wage rate in violation of Labor Code §§ 1194
14 and 1197; (2) failure to pay proper overtime wages for daily overtime worked in violation of Labor
15 Code §§ 510, 1194, and 1198; (3) failure to authorize or permit meal periods in violation of Labor
16 Code §§ 512 and 226.7; (4) failure to authorize or permit rest periods in violation of Labor Code
17 §226.7; (5) failure to timely pay earned wages during employment in violation of Labor Code § 204;
18 (6) failure to timely pay all earned wages and final paychecks due at the time of separation of
19 employment in violation of Labor Code §§ 201, 202, and 203; (7) failure to provide complete and
20 accurate wage statements in violation of Labor Code § 226; and (8) unfair business practices, in
21 violation of Business and Professions Code § 17200, *et seq.*

22 7. On or about June 22, 2026, the parties filed a Stipulation to Consolidate the Rojas and
23 Orozco Actions, with the Rojas action designated as the Lead Action (“Consolidated Action”).

24 8. On or about June 22, 2026, Plaintiffs Rojas and Guzman filed a Second Amended
25 Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act in
26 the Consolidated Action (“SAC”). In the SAC, Rojas and Orozco assert claims for: (1) failure to pay
27 properly overtime wages, (2) failure to pay minimum wages, (3) failure to provide compliant meal
28

1 periods and premiums in lieu thereof, (4) failure to provide compliant rest periods and premiums in
2 lieu thereof, (5) failure to timely pay wages during employment, (6) failure to timely pay wages upon
3 termination, (7) failure to provide compliant wage statements, (8) failure to maintain requisite payroll
4 records, (9) failure to reimburse necessary business expenses, (10) violation of California Business
5 & Professions Code Section 17200 et seq., and (11) violation of California Labor Code Section 2698
6 et seq. (California Private Attorney General Act of 2004).

7 9. On July 3, 2024, the Parties participated in a full-day mediation presided over by
8 Henry Bongiovi. The Parties unfortunately were not able to resolve the matter.

9 10. On February 10, 2025, the Parties attended mediation with Hon. Amy D. Hogue (Ret.).
10 The Parties unfortunately were not able to resolve the matter.

11 11. On October 16, 2025, the Parties participated in a half-day mediation presided over by
12 Henry Bongiovi, Esq., which led to this Agreement to settle the Actions.

13 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

14 12. As a critical component of settlement negotiations, the Parties engaged in an extensive
15 exchange of informal discovery. Plaintiff's counsel thoroughly reviewed and analyzed (1)
16 timekeeping records; (2) payroll records; (3) information regarding the size and scope of the proposed
17 class; and (4) data sufficient to fully evaluate the nature and scope of the allegations asserted in the
18 Complaint, including representative time and wage records covering approximately 25% of the
19 putative Class.

20 13. Counsel for Plaintiffs have thoroughly investigated the applicable law as it relates to
21 the facts developed through investigation, assessed the strengths and weaknesses of the alleged claims
22 and potential defenses, and evaluated the damages and penalties potentially recoverable by Plaintiffs.
23 In furtherance of settlement, the Parties have also engaged in multiple substantive conference calls
24 and extensive email communications concerning the factual and legal issues presented, potential
25 exposure, and the terms of a negotiated resolution. These efforts ultimately facilitated meaningful
26 settlement discussions and enabled the Parties to evaluate the risks, costs, and benefits associated with
27 continued litigation.

1 14. Plaintiffs also believe that the Action is well-suited for class certification because the
2 claims arise from company-wide policies and practices that uniformly affected Defendant's
3 employees and are capable of common proof through Defendant's policies, timekeeping and payroll
4 records, and other evidence obtained through informal discovery. Although Plaintiffs maintain that
5 the requirements for class certification can be satisfied, they nevertheless recognize the inherent risks
6 and uncertainties associated with contested class certification proceedings, including Defendant's
7 anticipated arguments concerning individualized issues, manageability, and the absence of common
8 proof, as well as Defendant's substantial defenses to liability on the merits. Accordingly, Plaintiffs
9 considered these litigation risks, together with the potential expense and delay associated with
10 certification proceedings, trial, and any subsequent appeal, in evaluating the reasonableness of the
11 Settlement.

12 **MEDIATION AND ARMS-LENGTH NEGOTIATION**

13 15. The Settlement was reached only after extensive, arm's-length negotiations spanning
14 more than a year and involving three separate mediation sessions before two highly experienced and
15 well-respected mediators. On July 3, 2024, the Parties participated in a full-day mediation before
16 Henry Bongiovi, Esq., but were unable to reach a resolution. Thereafter, on February 10, 2025, the
17 Parties participated in a second mediation before the Honorable Amy D. Hogue (Ret.), which likewise
18 concluded without settlement. The Parties continued their settlement efforts and, on October 16, 2025,
19 participated in a third, half-day mediation before Mr. Bongiovi, which ultimately resulted in an
20 agreement to resolve the Actions.

21 16. The negotiations were informed by the Parties' respective investigations, analyses of
22 the relevant timekeeping and payroll data, assessments by counsel and their respective experts, and
23 evaluations of the strengths and weaknesses of the claims and defenses. At all times, the negotiations
24 were adversarial, vigorously contested, and non-collusive. Indeed, the Parties' inability to reach an
25 agreement during the first two mediations demonstrates that the Settlement was not the product of an
26 early or compromised resolution, but rather resulted only after extensive negotiations and careful
27 consideration of the Parties' competing positions.

1 17. Although Plaintiffs continue to strongly believe in the merits of their claims, they also
2 recognize the substantial risks, costs, and uncertainties associated with continued litigation, including
3 the possibility of an unfavorable outcome at class certification, summary judgment, trial, or on appeal.
4 Plaintiffs further considered the substantial additional expense and delay that continued litigation
5 would impose and the possibility that any recovery could be delayed for several years. Against these
6 risks, the Settlement provides substantial and immediate monetary relief to the Class while
7 eliminating the uncertainty inherent in further litigation.

8 18. Based on the information provided by Defendant during informal discovery,
9 Defendant estimates that there are approximately 404 Class Members who collectively worked a total
10 of 52,994 Workweeks, and approximately 343 Aggrieved Employees who worked a total of 30,639
11 PAGA Pay Periods. The settlement in the instant case provides for a gross fund value of \$994,000.00
12 with a PAGA Penalties allocation of \$50,000.00 with 75% (\$37,500.00) payable to the LWDA and
13 25% (\$12,500) distributed to the Aggrieved Employees which falls squarely within the range of
14 reasonableness for PAGA allocations outlined in the case law above.

15 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

16 19. Counsel for the Parties have thoroughly investigated the applicable law as applied to
17 the facts developed through discovery, evaluated the strengths and weaknesses of Plaintiffs' alleged
18 claims and Defendant's potential defenses, and analyzed the damages and penalties potentially
19 recoverable in the Action. The Parties also engaged in multiple substantive conference calls and
20 extensive email communications concerning the factual and legal issues presented, Defendant's
21 potential exposure, and the prospects for settlement. These efforts provided counsel with sufficient
22 information to meaningfully assess the risks, costs, and benefits of continued litigation and to make
23 an informed evaluation of the fairness, adequacy, and reasonableness of the Settlement.

24 20. Defendant vigorously denies each of the material allegations asserted in the Complaint
25 and denies that it violated any of the wage-and-hour laws upon which Plaintiffs' claims are based.
26 Defendant further denies any and all liability for the causes of action alleged and maintains that, at
27 all relevant times, its policies and practices complied with applicable California law. Defendant
28

1 contends that it acted in good faith, properly compensated Plaintiffs and the putative Class Members
2 for all wages owed, provided legally compliant meal and rest periods, maintained lawful employment
3 and payroll practices, and otherwise treated Plaintiffs and the putative Class Members lawfully and
4 fairly. Defendant further maintains that it possesses substantial factual and legal defenses to Plaintiffs'
5 claims and would vigorously contest both class certification and liability if the Action were to
6 proceed.

7 21. Counsel for both Plaintiffs and Defendant are experienced in the prosecution and
8 defense of complex employment, wage-and-hour, and class action litigation. Class Counsel, E&L,
9 LLP, devotes a substantial portion of its practice to employment litigation, including wage-and-hour
10 class and representative actions, and has experience litigating and resolving matters of this nature.
11 Based upon their respective experience, investigation of the facts, analysis of the applicable law, and
12 assessment of the potential claims, defenses, and damages, counsel for both sides agree that the
13 Settlement represents a fair, adequate, and reasonable resolution of the Action.

14 22. This conclusion is further supported by the extensive settlement process, which
15 included three separate mediation sessions before two experienced mediators and ultimately resulted
16 in an agreement only after substantial arm's-length negotiations. In evaluating the Settlement, Class
17 Counsel considered, among other things, the complexities of the claims, the disputed factual and legal
18 issues, the uncertainties associated with class certification, Defendant's asserted defenses, the risks
19 of establishing liability and damages on a class-wide basis, and the substantial expense and delay
20 associated with continued litigation, trial, and potential appeals.

21 23. Against these risks and uncertainties, the Settlement provides a meaningful and certain
22 monetary recovery to the Class without the delay and risk attendant to further litigation. In Class
23 Counsel's judgment, the benefits provided by the Settlement compare favorably to the potential
24 recovery when appropriately discounted for the risks of certification and continued litigation.
25 Accordingly, Class Counsel believes that the Settlement is fair, adequate, and reasonable and
26 represents an excellent result for the Class in light of the disputed nature of the claims and the
27 substantial risks associated with proceeding through certification, trial, and appeal.

1 24. Class Counsel has made every effort to prosecute this Action efficiently and in a cost-
2 effective manner while providing the Class with experienced representation throughout the litigation.
3 Based upon my years of practice, experience litigating complex employment and wage-and-hour class
4 actions, and the nature and complexity of the work performed in this matter, my current hourly rate
5 would be approximately \$948 per hour under the *Laffey* Matrix. Nevertheless, my firm's current
6 billing rate for my time is \$650 per hour, which is substantially below that benchmark.

7 25. Based upon my experience and familiarity with the rates charged by attorneys
8 practicing complex employment and class action litigation in the Los Angeles legal market, I believe
9 that the firm's billing rate of \$650 per hour is reasonable and appropriate for attorneys possessing
10 comparable skill, experience, and qualifications. Indeed, the rate is conservative in light of the
11 specialized nature of this practice, the complexity and risks associated with wage-and-hour class
12 litigation, and the experience required to effectively prosecute these matters. Accordingly, I believe
13 that the hourly rate utilized for purposes of calculating Class Counsel's lodestar is reasonable and
14 consistent with, if not below, prevailing market rates for comparable legal services.

15 26. Attorneys' Fees and Costs: Class Counsel will also apply for an award of attorneys'
16 fees in an amount equal to one-third of the Gross Settlement Amount ("GSA"), together with
17 reimbursement of up to \$35,000.00 in verified litigation costs and expenses, as authorized by the
18 Settlement. *See* Settlement, ¶ 3.3.2. Plaintiffs submit that the requested fee award constitutes fair and
19 reasonable compensation for Class Counsels' prosecution of this complex, risky, expensive, and time-
20 consuming litigation entirely on a contingent-fee basis, with no guarantee of recovery or
21 reimbursement for the substantial time and resources devoted to the Action.

22 27. Class Counsel have incurred substantial attorneys' fees and costs throughout the
23 litigation, including conducting an extensive pre-filing investigation; analyzing the factual and legal
24 bases for Plaintiffs' claims; conducting legal research; engaging in informal discovery; reviewing and
25 analyzing Defendant's policies, practices, and documents; analyzing Class Members' timekeeping,
26 payroll, and other relevant records; retaining and working extensively with an expert to develop a
27 comprehensive damages analysis; communicating with Plaintiff regarding the claims and litigation
28

1 strategy; preparing for and participating in multiple mediation sessions; engaging in extensive arm's-
2 length settlement negotiations; negotiating and preparing the long-form Settlement Agreement and
3 related documents; preparing the present Motion; and otherwise prosecuting the Action for the benefit
4 of the Class.

5 28. Class Counsel's work will also continue through final approval and implementation of
6 the Settlement. Among other things, Class Counsel anticipates expending additional attorney time
7 preparing for and appearing at the hearing on this Motion, overseeing the notice and settlement
8 administration process, responding to inquiries from Class Members, addressing any issues that arise
9 during administration, reviewing settlement participation and distribution information, preparing the
10 motion for final approval and supporting papers, and appearing at the Final Approval hearing.
11 Accordingly, the requested fee reflects not only the substantial work already performed, but also the
12 significant additional work Class Counsel will undertake without additional compensation to ensure
13 that the Settlement is successfully administered and the benefits obtained through the litigation are
14 ultimately distributed to the Class.

15 29. California courts have recognized that an appropriate method for awarding attorney's
16 fees in class actions is to award a percentage of the "common fund" created as a result of the
17 settlement. (*City & County of San Francisco v. Sweet* (1995) 12 Cal. 4th 105, 110-11; *Quinn v. State*
18 (1975) 15 Cal. 3d 162, 168; *see also Apple Computer, Inc. v. Superior Court* (2005) 126 Cal. App.
19 4th 1253, 1270; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal. App. 4th 19, 26.) The basis of
20 the common fund is fairness to the successful litigant, who might otherwise receive no benefit because
21 his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to
22 others who are entitled to share in the fund and who should bear their share of the burden of its
23 recovery; encouragement of the attorney for the successful litigant, who will be more willing to
24 undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is
25 assured that he will be properly and directly compensated should his efforts be successful. (*City &*
26 *County of San Francisco v. Sweet, supra*, 12 Cal. 4th at 111.) In *Quinn*, the California Supreme Court
27 stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others
28

1 derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.”
2 (*Quinn v. State, supra*, 15 Cal. 3d at 167.) Similarly, in *Sweet*, the California Supreme Court
3 recognized that the common fund doctrine has been applied “consistently in California when an action
4 brought by one party creates a fund in which other persons are entitled to share.” (*City & County of*
5 *San Francisco v. Sweet, supra*, 12 Cal. 4th at 110.)

6 30. Class Counsel’s request for fees of one-third of the GSA is well within the range of
7 reasonableness, and indeed is considered the typical rate for common fund settlements. Historically,
8 courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of
9 the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013). Moreover, as part of the final
10 approval motion, Class Counsel will provide the necessary information regarding hours reasonably
11 expended and Class Counsel’s reasonable hourly rate to allow the Court to perform a lodestar cross-
12 check. *See, Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503-506.

13 31. The settlement also provides for reimbursement of costs reasonably incurred not to
14 exceed \$35,000.00. *See* Settlement, ¶ 3.2.2. To date, Class Counsel E&L has incurred approximately
15 \$13,809.67 in litigation costs. Counsel anticipates additional charges pertaining to filing the instant
16 motion and motion for final approval, and supplement filings requested by the Court. As part of
17 Plaintiff’s motion for final approval, Class Counsel will request only the reimbursement of costs
18 reasonably incurred supported by declaration with an itemized cost sheet. The costs Plaintiffs seek
19 are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer* 24 F.3d 16, 19 (9th
20 Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be charged to
21 a fee paying client”); *Ashker v. Sayre* (N.D. Cal. 2011), No. 05-03759 CW, 2011 WL 825713, at * 3
22 (“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-
23 paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare*
24 *Trust v. Redland Ins. Co.* 460 F.3d 1253, 1258-59 (9th Cir. 2006)(legal research costs are
25 reimbursable); *In re Immune Response Securities Litigation* 497 F. Supp. 2d 1166, 1177-78 (S.D.
26 Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing
27 fees, messenger and overnight delivery costs are reimbursable).

1 **THE SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES**

2 32. Preliminary approval is further warranted because the Settlement contains no obvious
3 deficiencies and reflects a fair, comprehensive, and carefully negotiated resolution of the Action. The
4 Settlement provides meaningful, non-reversionary monetary relief to participating Class Members
5 while avoiding the substantial risks, expense, and delay associated with continued litigation, class
6 certification proceedings, trial, and potential appeals. The proposed attorneys' fees and litigation
7 costs, Class Representative Service Payment, settlement administration expenses, and PAGA
8 allocation are reasonable and appropriate in light of the circumstances of this case, the work
9 performed, the risks undertaken, and the benefits secured for the Class and Aggrieved Employees.

10 33. Moreover, the Parties utilized the judicially crafted Los Angeles Superior Court Model
11 Class Action and PAGA Settlement Agreement and Class Notice as the foundation for their
12 Settlement documents. The use of these Court-approved model forms provides additional assurance
13 that the Settlement addresses the material terms necessary for a fair and comprehensive class and
14 PAGA resolution, including the calculation and distribution of settlement payments, notice
15 procedures, releases, administration, attorneys' fees and costs, the Class Representative Service
16 Payment, and the allocation of PAGA penalties.

17 34. There are no provisions suggesting collusion, preferential treatment, or an improper
18 reversion of settlement funds to Defendant, nor are there any other facial deficiencies that would
19 warrant withholding preliminary approval. To the contrary, the Settlement is the product of extensive
20 arm's-length negotiations between experienced counsel following substantial investigation, analysis,
21 and multiple mediation sessions. Accordingly, because the Settlement contains no obvious
22 deficiencies and provides substantial benefits to the Class while appropriately accounting for the risks
23 of continued litigation, this factor strongly favors preliminary approval.

24 ///

25 ///

26 ///

27 ///

THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED
NOTICE TO CLASS MEMBERS

35. This Court should order distribution to the Class of the proposed Class Notice by U.S. Mail, postage prepaid, using last known mailing address information provided by Defendant. This manner of giving notice is the “best notice practicable” under the circumstances because it provides “individual notice to all members who can be identified through reasonable effort.” *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiffs propose that the Settlement be administered by Phoenix Class Action Administration Solutions (“Phoenix”), an experienced class action settlement administrator. Class Members’ addresses will be ascertainable through Defendant’s personnel and payroll records, which Defendant will provide to Phoenix, in which Phoenix will run the addresses through the United States Postal Service Notice of Change of Address database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding addresses) and mail the notices to Class Members. To the extent that any notices are returned, Phoenix will perform a “skip trace” to track any Class Member’s current mailing address.

36. The content of the proposed Class Notice satisfies California Rule of Court 3.766(d) because it advises Class Members of the nature of the claims, basic contentions and denials of the parties and the key terms of the Settlement, including deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Class Member, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection. The proposed Notice will be sent in English and Spanish. Settlement ¶ 7.1. The proposed Class Notice will also notify Class Members of the final approval hearing date and provides the contact information for Class Counsel. The proposed Notice further will provide that relevant case documents, including the final judgment, and any changes to the final

1 approval hearing date and time will be posted on the Settlement Administrator's website. This manner
2 of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective
3 method of reaching Class Members.

4
5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed this 27th day of August 2026, at Beverly Hills, California.

7
8 
9

10
11 _____
David Lavi