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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

APOLINAR GARCIA, individually and as an aggrieved employee on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

LAWRY'S RESTAURANTS, INC., and DOES 1-10, inclusive,

Defendants.

Case No.: 22STCV25409

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept.: 12

PLAINTIFF'S NOTICE OF UNOPPOSED MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT

(Declaration of Lance Dacre and [Proposed] Order filed concurrently herewith)

Date: April 06, 2027
Time: 1:45p.m.
Dept.: 12

FAC Filed: October 11, 2022
Complaint Filed: August 5, 2022
Trial Date: Not Set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 6, 2027, at 1:45p.m., or as soon thereafter as the matter may be heard in Department 12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, before the Honorable Carolyn B. Kuhl, Plaintiff Apolinar Garcia will and hereby does move, unopposed, for entry of an order approving the Parties' settlement of claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

This Motion seeks approval of: (1) the Parties' PAGA Settlement Agreement and all terms contained therein; (2) the Gross Settlement Amount of Four Hundred Seventy Thousand Dollars ($470,000.00); (3) appointment of Simpluris as the Administrator and payment of settlement administration costs in an amount not to exceed Five Thousand Eight Hundred Fifty-Six Dollars ($5,856.00), to be paid from the Gross Settlement Amount; (4) distribution of the Net PAGA Settlement Amount in accordance with Labor Code section 2699, including seventy-five percent (75%) to the Labor and Workforce Development Agency and twenty-five percent (25%) to Aggrieved Employees; (5) payment of attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $156,666), and reasonable litigation costs of Eighteen Thousand Six Hundred Seventy-Three Dollars and Fifteen Cents ($18,673.15), as set forth in the Settlement Agreement; and (6) dismissal of Plaintiff's representative PAGA claims with prejudice.

This Motion is based upon this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Lance Dacre (including the PAGA Settlement Agreement attached thereto), the pleadings and records on file in this action, and upon such further oral and documentary evidence as may be presented at the hearing of this Motion. Pursuant to Labor Code section 2699(l)(2), the Labor and Workforce Development Agency has been provided notice of this Motion and the Settlement Agreement.

Dated: October 26, 2026

JAMES HAWKINS APLC

By _____
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff Apolinar Garcia

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this unopposed Motion for Approval of PAGA Settlement ("Motion"), Plaintiff Apolinar Garcia ("Plaintiff") seeks approval of a settlement of claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), asserted against Defendant Lawry's Restaurants, Inc. ("Defendant").

Pursuant to Labor Code section 2699(l), Plaintiff respectfully requests that the Court review and approve the Parties' settlement of Plaintiff's representative PAGA claims. This settlement resolves only claims for civil penalties under PAGA, as well as the associated attorneys' fees and costs. It is not a class action settlement and does not release any individual claims of Aggrieved Employees for unpaid wages or other direct Labor Code violations.

The terms of the PAGA settlement are set forth in the Parties' PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), which is submitted concurrently as Exhibit 1 to the Declaration of Lance Dacre ("Dacre Decl."). The Labor and Workforce Development Agency ("LWDA") was provided notice of the Settlement and this Motion in accordance with Labor Code section 2699(l)(2). A proposed order approving the PAGA settlement is submitted concurrently herewith.

The Settlement provides for a Gross Settlement Amount of $470,000.00, which was reached following investigation, analysis of Defendant's payroll and timekeeping data, and arm's-length negotiations between experienced counsel. As set forth more fully below, the Settlement reflects a reasonable and adequate compromise of disputed claims for PAGA civil penalties in light of the risks, uncertainties, and defenses associated with continued litigation.

Accordingly, Plaintiff respectfully requests that the Court approve the Settlement.

II. STATEMENT OF THE CASE AND THE SETTLEMENT

A. The Parties

Plaintiff Apolinar Garcia was employed by Defendant as a non-exempt, hourly employee in California. Defendant Lawry's Restaurants, Inc. operates restaurants in California and employed non-exempt employees during the relevant time period (Dacre Decl., ¶ 2). The Aggrieved Employees

covered by the Settlement consist of Plaintiff and any person who worked as a non-exempt employee for Defendant in California during the PAGA Period, which runs from August 5, 2021, through the date the Court approves the Settlement. (Settlement Agreement, ¶¶ 1.4, 1.20.)

B. The Procedural History

On August 5, 2022, Plaintiff commenced this Action against Defendant by filing a Complaint alleging various causes of action for wage and hour violations under the California Labor Code. (Dacre Decl., ¶ 3.) On that same date, pursuant to Labor Code section 2699.3(a), Plaintiff provided written notice to the LWDA and to Defendant of the Labor Code violations alleged in the Action. (*Id*.)

On October 11, 2022, Plaintiff filed an amended complaint adding a representative cause of action for civil penalties pursuant to PAGA. Plaintiff subsequently stipulated to individual arbitration and dismissed his class claims. Plaintiff's arbitration is JAMS Case No. 5220004473. (Dacre Decl., ¶ 4.)

C. Plaintiff's Counsel's Investigation

During the course of the litigation, Plaintiff's counsel engaged in informal discovery of Defendant's alleged Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA claims in preparation for resolution of this Action. (Dacre Decl., ¶ 5.)

Plaintiff's counsel obtained and reviewed documents and data including Plaintiff's wage and timekeeping records, wage and timekeeping records for a substantial sampling of Aggrieved Employees, relevant employment policies, payroll data, and information sufficient to evaluate the estimated number of Aggrieved Employees and PAGA Pay Periods during the PAGA Period (*Id*.).

Based on the information and documents produced by Defendant, Plaintiff's counsel was able to evaluate the alleged violations, determine the approximate number of Aggrieved Employees and PAGA Pay Periods, and construct a damages and exposure model for the PAGA claims. (Dacre Decl. ¶ 6.) Defendant, however, denies the allegations in the Operative Complaint and disputes any failure to comply with the Labor Code or applicable Wage Orders. (Dacre Decl., ¶ 7.)

Based on Plaintiff's counsel's experience in litigating wage and hour representative actions, the investigation conducted and the data obtained were sufficient to evaluate the strength, risks, and potential value of the PAGA claims for purposes of settlement. (Dacre Decl., ¶ 8.)

D. Settlement Negotiations

On May 21, 2025, the Parties participated in a full-day mediation with the reputable employment mediator Robert Coviello. At the conclusion of the mediation, the Parties did not reach a settlement. (Dacre Decl., ¶ 9.) Thereafter, the Parties continued in litigation and engaged in settlement discussions. On January 22, 2026, the Parties participated in a second full-day private mediation with mediator Coviello, which led to the PAGA Settlement Agreement. (*Id*.)

After further negotiations and exchanges regarding the proposed settlement agreement, the Parties agreed to the final terms set forth in the PAGA Settlement Agreement. Plaintiff submitted the Settlement Agreement to the LWDA concurrently with the filing of this Motion, pursuant to Labor Code section 2699(l)(2). (*Id*., Ex. 1.)

E. The Proposed Settlement

The Settlement Agreement sets forth the terms of the Settlement reached by the Parties, including the following key points:

1. Gross Settlement Amount.

Defendant agrees to pay a total of Four Hundred Seventy Thousand Dollars ($470,000.00) as the Gross Settlement Amount ("GSA"), which is the maximum amount Defendant will pay under the Settlement. The GSA is non-reversionary and will be used to fund all payments under the Settlement, including PAGA civil penalties, attorneys' fees and costs, and administration expenses. (Settlement Agreement, ¶¶ 3.1, 1.12.)

2. Attorneys' Fees and Costs.

Plaintiff's counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, currently anticipated to be $156,666.00, and litigation costs not to exceed $20,000.00, subject to Court approval. (Settlement Agreement, ¶ 3.2.1.)

3. Administration Expenses.

The Settlement provides for payment of administration expenses to the Administrator in an amount not to exceed $5,856.00, subject to Court approval. (Settlement Agreement, ¶ 3.2.2.)

4. Net Settlement Amount / PAGA Penalties.

After deduction of attorneys' fees, litigation costs, and administration expenses approved by

the Court, the remainder of the Gross Settlement Amount constitutes the Net Settlement Amount, which is also the total amount of PAGA civil penalties to be distributed under the Settlement. (Settlement Agreement, ¶ 1.16.)

5. Allocation of PAGA Penalties.

The Net Settlement Amount will be allocated as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) to Aggrieved Employees ("Individual PAGA Payments"), distributed on a pro rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. (Settlement Agreement, ¶¶ 3.2.3, 3.2.3.1.)

6. Distribution Without Claims Process.

Individual PAGA Payments will be distributed automatically by the Administrator without requiring Aggrieved Employees to submit claims, based on Defendant's payroll records. (Settlement Agreement, ¶¶ 3.1, 3.2.3.1.)

7. Release of PAGA Claims.

Upon Defendant's full funding of the Gross Settlement Amount, the State of California and all Aggrieved Employees will release all claims for civil penalties under PAGA that were alleged, or could reasonably have been alleged, based on the facts and allegations in the Action and the PAGA Notice, during the PAGA Period. (Settlement Agreement, ¶ 5.1.)

8. Scope of Release Limited to PAGA.

The Settlement resolves only claims for civil penalties under PAGA and does not release individual claims for wages or other direct Labor Code violations. (Settlement Agreement, ¶¶ 5.1, 4.4.)

9. Uncashed Checks.

Any Individual PAGA Payment checks that remain uncashed after 180 days will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (Settlement Agreement, ¶ 4.6.3.)

III. THE PARTIES REQUEST APPROVAL OF THE SETTLEMENT OF THE PAGA CLAIM

The claim before this Court is a representative enforcement action brought on behalf of the

State of California for civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Parties have agreed to resolve the PAGA claims following informal discovery, analysis of payroll and timekeeping data, and arm's-length negotiations, including two mediations. (Dacre Decl., ¶¶ 3-10.) Labor Code section 2699(l) provides that the Court shall review and approve any settlement of PAGA claims, and that the proposed settlement must be submitted to the Labor and Workforce Development Agency ("LWDA") at the same time it is submitted to the Court. Plaintiff has complied with these requirements. Accordingly, the Parties respectfully request that the Court review and approve the Settlement. (*Id*.)

A. The PAGA Settlement Amount is Fair and Reasonable

The Settlement complies with Labor Code section 2699 and provides meaningful relief to the State of California and the Aggrieved Employees. Under the Settlement, Defendant will pay a Gross Settlement Amount of $470,000.00, which will be used to fund PAGA civil penalties, attorneys' fees and costs, and administration expenses. (Settlement Agreement, ¶¶ 1.12, 3.1, 3.2.)

After deduction of Court-approved attorneys' fees, litigation costs, and administration expenses, the remaining Net Settlement Amount will be allocated as PAGA civil penalties, with seventy-five percent (75%) paid to the LWDA and twenty-five percent (25%) distributed to Aggrieved Employees on a pro rata basis based on the number of PAGA Pay Periods worked. (Settlement Agreement, ¶¶ 1.16, 3.2.3.)

The Settlement resolves only claims for civil penalties under PAGA. It is not a class action settlement and does not release any individual claims for wages or other direct Labor Code violations. (Settlement Agreement, ¶¶ 5.1, 4.4.)

As discussed below, the Settlement represents a fair and reasonable compromise of disputed claims in light of the risks, uncertainties, and defenses associated with continued litigation.

1. The Settlement is Presumptively Fair

A settlement agreement that is "the product of extensive and hard-fought adversarial negotiations between the Parties" is entitled to a presumption of fairness. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) Here, the Settlement is presumptively fair because: (1) it is the product of non-collusive, arm's-length negotiations that were overseen by an independent mediator

knowledgeable in complex labor and employment matters; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial. (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Dacre Decl., ¶¶ 5-11.)

As discussed herein, after engaging in informal discovery, extensive discussions, and an exchange of information and documents, the Parties participated in two full-day mediations to attempt resolution of the Action. (Dacre Decl., ¶¶ 5-9.) With the assistance of the mediator, the Parties were able to settle this matter in light of the strengths and weaknesses of the PAGA claims. (*Id*.)

Plaintiff's counsel has extensive experience in representative and wage-and-hour litigation and used that experience to achieve a favorable result for Plaintiff, the State of California, and the Aggrieved Employees. (Dacre Decl., ¶¶ 18-22.) Plaintiff respectfully submits that the Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the Settlement was the product of hard-fought, arm's-length negotiations that were entered into without collusion. *Dunk*, 48 Cal. App. 4th at 1802-03; see *Mardirossian & Assocs., Inc. v. Ersoff* (2007) 153 Cal. App. 4th 257, 272; *Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451; *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 616-17, 622; see also *Clark v. Am. Residential Servs.* LLC (2009) 175 Cal. App. 4th 785, 798; *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) No.: C03-2659 SI, 2007 U.S. Dist. LEXIS 99066, *17.

2. The Relative Strength of the PAGA Claims and the Range of Possible Outcomes in the Litigation Strongly Favor Approval of the Settlement

The Settlement is reasonable in light of the risks and uncertainties associated with the PAGA claims in this case. The relative strength of the PAGA claim brought by Plaintiff weighs in favor of the Court finding that the Settlement is fair and reasonable, as Defendant has maintained numerous defenses to the theories of penalty liability put forward by Plaintiff that, if successful, had the potential to eliminate any recovery or significantly reduce any penalties ultimately awarded. (Dacre Decl., ¶¶ 7,8,10.)

Plaintiff alleges that Defendant violated employee protections embodied in the California

Labor Code by: (1) failing to pay non-exempt employees all wages earned, including proper minimum and/or overtime compensation; (2) failing to provide compliant meal and rest periods or pay premium wages in lieu thereof, in violation of Labor Code sections 226.7 and 512; (3) failing to timely pay wages; (4) failing to provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (5) failing to reimburse necessary business expenses. (Dacre Decl., ¶ 3.)

The PAGA claims are premised, in part, on allegations that Defendant's payroll and compensation practices resulted in underpayment of wages, including issues relating to the calculation of the regular rate of pay where multiple pay rates were utilized, as well as alleged failures to provide compliant meal and rest periods and to provide accurate wage statements. Plaintiff also contends that such alleged violations give rise to derivative PAGA penalties. (Dacre Decl., ¶ 4.)

Defendant disputes Plaintiff's claims and contends that it complied with California law, including by paying all wages owed, maintaining lawful compensation practices, providing compliant meal and rest periods, issuing accurate itemized wage statements, timely paying all wages, and reimbursing any necessary business expenses. (Dacre Decl., ¶ 7.) Defendant further denies that any Aggrieved Employee, including Plaintiff, is entitled to PAGA penalties. Defendant additionally maintains that Plaintiff entered into arbitration agreements that, pursuant to *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, require (1) Plaintiff to arbitrate his individual claims, and (2) present significant issues as to the scope of representative PAGA claims remaining before this Court. (*Id*.)

Moreover, Defendant maintains that even if the Court were to award penalties, the Court could significantly reduce any such penalties based on the discretionary factors contained in Labor Code section 2699(e)(2) ("In an action by an aggrieved employee . . . a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). These factors weighed heavily in the analysis of the claims. (Dacre Decl., ¶ 10.)

Based on these factors and defenses, which had the potential to completely eliminate or significantly reduce Plaintiff's recovery, the range of realistic "litigation outcomes" on Plaintiff's PAGA claims was defined by a "maximum possible liability" of approximately $2,519,700 (assuming

Plaintiff could prove the alleged violations occurred, which Defendant denies). This figure attributes the maximum penalty of $100 to each of the estimated 25,197 pay periods in scope during the PAGA period. (Settlement Agreement ¶ 4.1, Dacre Decl., ¶ 11.) The figure also assumes that there is a 100% violation rate during the PAGA period, such that every pay period involved at least one Labor Code violation, despite disputes regarding Defendant's liability. Plaintiff's analysis also considers that the purpose of PAGA is to help enforce workplace rules and safety and encourage employer compliance through financial penalties. (*Id*.) In applying PAGA, the Court retains discretion to reduce the penalty to encourage compliance without it being unjust or oppressive. Defendant does not concede that the default penalty, in whole or in part, is applicable to all of Plaintiff's alleged claims. (*Id*.)

While Plaintiff asserts multiple theories of recovery, Plaintiff reasonably believes that "stacking" the potential penalties attendant to each underlying Labor Code violation would not be proper because such penalties are predicated on the same purported underlying conduct. Nor is each of the statutes alleged independently actionable. Thus, the maximum potential exposure for the PAGA claim does not and should not reflect the sum of the potential exposure for each alleged Labor Code violation.

Where a party asserts "one primary right, and but one violation of that right, the complaint states but one cause of action, even though two or more theories of recovery are alleged." *Plotnik v. Meihaus* (2012) 208 Cal. App. 4th 1590, 1612. "Double or duplicative recovery for the same items of damage amounts to overcompensation and is therefore prohibited." *Id*.; *Renda v. Nevarez* (2014) 223 Cal. App. 4th 1231, 1236-37. California federal courts have also recognized this prohibition and noted that plaintiffs cannot "pile one penalty on another for a single substantive wrong." *Smith v. Lux Retail N. Am., Inc.* (N.D. Cal. June 13, 2013) 2013 WL 2932243, at *3; *Castillo v. ADT, LLC* (E.D. Cal. Jan. 25, 2017) 2017 WL 363108, at *4.

The estimated valuations attributed to the claims for purposes of settlement reflect these risks, defenses, and limitations, and were not aggregated due to the unavailability of stacking. (Dacre Decl., ¶ 12.)

a. Failure to Pay Lawful Wages Claim

Plaintiff's claim for failure to pay all lawful wages owed is premised on allegations that, during

the PAGA Period, Plaintiff and Aggrieved Employees were not paid for all hours worked during their work shifts while under the control of Defendants. Plaintiff alleges that, during the PAGA Period, Defendants implemented policies and practices which resulted in Plaintiff and aggrieved employees working off the clock and without compensation. Plaintiff alleges that he and aggrieved employees were required to work through meal and rest breaks even though they had clocked out due to the demands of the workload. (Dacre Decl., ¶ 12.a.) Plaintiff further alleges that he and aggrieved employees were required to perform pre- and post-shift work duties while clocked out and were not compensated for this work performed "off the clock." Defendant disputes these allegations and contends that it properly calculated all wages owed, and fully compensated all non-exempt employees for all hours worked. (*Id*.)

Taking into consideration the nature of the allegations and Defendant's defenses thereto, including disputes regarding whether any violations occurred, this claim presents significant litigation risk. These risks include challenges in establishing uniform policies or practices giving rise to PAGA penalties, as well as the inherent difficulty in proving liability and damages on a representative basis. This claim was valued at an 8% to 10% violation rate and thus between $201,576 and $251,970 in estimated maximum realistic PAGA penalties. (Dacre Decl., ¶ 12.a.)

b. Meal Period Claim

The meal period claim is based on allegations that Defendant did not always provide compliant meal periods to Plaintiff and Aggrieved Employees. Plaintiff alleges that Defendant failed to ensure that compliant meal periods were provided in accordance with California law. Plaintiff further alleges that he and Aggrieved Employees were required to miss meal breaks due to time constraints and demands of their work shifts. (Dacre Decl., ¶ 12.b.)

Defendant disputes Plaintiff's allegations and contends that its meal period policies and practices complied with applicable law, including by providing employees with the opportunity to take compliant meal periods and by paying premium wages when required. Defendant further contends that any alleged violations were not widespread and that individual issues would predominate with respect to any determination of liability. (Dacre Decl., ¶ 12.b.)

Taking into consideration the nature of the claim, Defendant's defenses, and the legal standards

governing meal period compliance, including *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004 ("*Brinker*"), this claim presents substantial litigation risk. (Dacre Decl., ¶ 12.b.) These risks include challenges in establishing that any alleged violations occurred on a uniform or representative basis, as well as Defendant's contention that it satisfied its legal obligations under California law. Based on these factors, this claim was valued at a 5% to 8% violation rate and thus between $125,985 and $201,576 in estimated maximum realistic PAGA penalties. (Dacre Decl., ¶ 12.b.)

c. Rest Period Claim

As with the meal period claim, the rest period violation claim is based on allegations that Defendant did not always authorize and permit compliant rest periods to Plaintiff and Aggrieved Employees. Plaintiff alleges that Defendant failed to ensure that rest periods were provided in accordance with California law. (Dacre Decl., ¶ 12.c.)

Defendant disputes Plaintiff's allegations and contends that it maintained lawful rest period policies and practices, including authorizing and permitting compliant rest periods. Defendant further asserts that Plaintiff lacks evidence demonstrating that any Aggrieved Employee was denied a compliant rest period, and contends that such claims would require individualized inquiries, particularly given that rest periods are not recorded. (*Id*.)

Taking into consideration the nature of the claim, Defendant's defenses, and the legal standards governing rest period compliance, including *Brinker*, this claim presents significant litigation risk including challenges in establishing liability on a representative basis and Defendant's contention that it satisfied its legal obligations. This claim was valued at a 2% to 5% violation rate and thus between $50,394 and $125,985 in estimated maximum PAGA penalties. (*Id*.)

d. Failure to Reimburse Employee Expenses Claim

The claim for business expense reimbursement under Labor Code section 2802 is premised on allegations that Defendant failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses. Specifically, Plaintiff alleges that Defendants failed to adequately reimburse Plaintiff and aggrieved employees for the use of their personal cell phones and vehicles in the performance of their job duties. Plaintiff alleges that Defendant required aggrieved employees to use their personal cell phone to speak with and respond to managers for scheduling purposes and to use

their personal vehicles at times for work-related purposes. (Dacre Decl., ¶ 12.d.)

Defendant disputes this claim and contends that employees were not required to incur unreimbursed business expenses and that any such expenses were properly reimbursed. Defendant further asserts that resolution of this claim would require individualized inquiries into whether any expenses were incurred and whether reimbursement was required. Taking into consideration the individualized nature of this claim and Defendant's defenses, this claim was valued at a 1% to 3% violation rate and thus between an estimated maximum of $25,197 and $75,591 in realistic PAGA penalties. (Dacre Decl., ¶ 12.d.)

e. Failure to Timely Pay Wages During Employment Claim

This claim is derivative of the underlying wage and hour claims. Plaintiff alleges that Defendant failed to timely pay all wages due during employment. Defendant disputes these allegations and contends that all wages owed—including any minimum wages, overtime wages, and premium wages—were timely paid in accordance with California law. (Dacre Decl., ¶ 12.e.) Defendant further maintains that because the underlying wage claims lack merit, any derivative claims for penalties based on alleged untimely payment likewise fail. Taking into consideration the derivative nature of this claim and Defendant's defenses, this claim was valued at an 8% to 10% violation rate and thus between $201,576 and $251,970 in realistic PAGA penalties. (*Id*.)

f. Failure to Timely Pay Wages at Termination Claim

This claim is derivative of the underlying claims. Defendant once again asserts that no unpaid wages are owed as Defendant did not fail to pay the correct wages owed, including overtime or minimum wages, nor did they fail to pay premium wages for meal and rest breaks. This claim was valued at a 0% to 5% violation rate and thus between an estimated maximum $0 and $125,985 in PAGA penalties. (Dacre Decl., ¶ 12.f.)

g. Failure to Provide Accurate Itemized Wage Statements

This claim is derivative of the underlying wage claims and is based on allegations that Defendant failed to provide accurate itemized wage statements. Plaintiff alleges that wage statements did not accurately reflect hours worked, applicable rates of pay, and total wages earned. (Dacre Decl., ¶ 12.g.)

Defendant denies these allegations and contends that it provided compliant wage statements in accordance with Labor Code section 226(a). (Dacre Decl., ¶ 12.g.) Defendant further asserts that any alleged inaccuracies are dependent on the resolution of the underlying wage claims.

Taking into consideration the derivative nature of this claim and Defendant's defenses, this claim was valued at a 0% to 5% violation rate and thus between an estimated maximum $0 and $125,985 in realistic PAGA penalties. (*Id*.)

h. Violation of the Unfair Competition Law

The UCL claim is based on the above wage claims which Defendant disputes. A zero-dollar value was assigned to the UCL claim because it does not provide any additional value in this Action other than to increase the statute of limitations to four years for the underlying claims. (Dacre Decl., ¶ 12.h.)

The above factors and analysis, including the potential for the PAGA claims to be completely eliminated or significantly reduced, weigh heavily in favor of resolution by way of the compromise set forth in the Settlement. In the view of Plaintiff's counsel, the benefit conferred by the proposed Settlement is fair, reasonable, and adequate under the circumstances, as it reflects a reasoned compromise which takes into consideration the risks inherent in this case, including the potential for no recovery. (Dacre Decl., ¶ 13.)

3. The Benefits Conferred by the Settlement Favor Approval

The Settlement Agreement provides a monetary benefit that falls well within "the range of an acceptable settlement" under the circumstances. Here, after all deductions are made for administration, attorneys' fees and costs, approximately $288,804.85 will be paid out, of which $216,603.64 (i.e., 75%) will go to the LWDA, and $72,201.21 (i.e., 25%) will go to Aggrieved Employees, as required by Labor Code § 2699(i) (Settlement Agreement, ¶¶ 3.2.1–3.2.3). Although these calculations will not be made until after approval, an estimation of the average pay per Aggrieved Employee is $110.91 based on an estimated 651 Aggrieved Employees. (Settlement Agreement, ¶ 4.1.)

This result is favorable, as settlements of PAGA claims impacting thousands of individuals have been approved as reasonable for amounts far less than the payment in this case. *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 41-42 ("Defendant has agreed

to pay $10,000 as civil penalties pursuant to the PAGA ... Of the $10,000, 75 percent ($7,500) will be paid to the State of California, and the remainder ($2,500) will benefit the class . . . the Court finds that the PAGA payment is set at a reasonable amount, and it shall be approved."); *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 29, 2012) 2012 U.S. Dist. LEXIS 160052, 21-22 ("GTI agrees to allocate $10,000 to Plaintiffs' PAGA claims, and will pay $7,500 to the LWDA, and $2,500 to participating Class Members on a pro-rata basis. This comports with settlement approval of PAGA awards in other cases. . . therefore, the Court will approve the allocation of the Settlement to Plaintiffs' PAGA claim."); *Schiller v. David's Bridal, Inc.* (E.D. Cal. June 11, 2012) 2012 U.S. Dist. LEXIS 80776, 40 ("Pursuant to the Settlement Agreement, the Parties have agreed to pay $7,500 to the California Labor and Workforce Development Agency . . . the Court finds that the PAGA Payment is set at a reasonable amount, and recommends that it be approved."); *Gong-Chun v. Aetna Inc.* (E.D. Cal. July 11, 2012) 2012 U.S. Dist. LEXIS 96828, 45-46 ("Pursuant to the Settlement Agreement, Defendant has agreed to pay $15,000 to the California Labor and Workforce Development Agency . . . the Court finds that the PAGA payment is set at a reasonable amount, and it shall be approved.").

Thus, notwithstanding the existence of issues having the potential to completely eliminate recovery on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds PAGA awards routinely approved by the courts, but it also recovers monies for Aggrieved Employees which they otherwise would not receive.

B. <u>The Settlement Avoids the Risks and Costs of Continued Litigation</u>

Plaintiff recognizes the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals and has also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation based upon the burdens of proof. (Dacre Decl., ¶ 14.) Plaintiff is also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and the other putative Aggrieved Employees (*Id.*).

Additionally, there is a real possibility that Plaintiff would recover nothing, either individually or on behalf of the State of California or other Aggrieved Employees, after years of costly and labor-

intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement. (Dacre Decl., ¶ 14.)

A crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. California Labor Code section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." For example, in *Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504, the Court of Appeal affirmed a judgment after trial that only provided for a PAGA penalty of $5 per pay period. Given this precedent, there is a risk at trial that any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim.

In other words, were this matter to go to trial, any award granted would be at the discretion of the Court. While Plaintiff maintains that the PAGA claim has merit, in reaching the Settlement, Plaintiff and counsel took into account the strengths and weaknesses of each side's position and the uncertainty associated with continued litigation, trial, and/or appeals.

C. Notice of the Settlement was Provided to the LWDA

As set forth in the accompanying proof of service, the LWDA was provided notice of this Motion and the Settlement Agreement. The decision of the LWDA to accept the PAGA settlement and not oppose the Motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees, and the LWDA is a government entity that is more than capable of monitoring its own rights.

D. The Concurrent Individual Settlement Does Not Undermine the PAGA Settlement

In evaluating PAGA settlements, courts carefully review concurrent individual settlements to ensure the PAGA claims were not improperly compromised to secure a larger individual payout for the representative plaintiff. Here, no such "reverse auction" occurred.

In addition to the Settlement Agreement presented herein, Plaintiff Garcia and Defendant have entered into a separate, confidential agreement resolving Plaintiff's individual claims. Under that

separate agreement, Plaintiff will receive a modest payment of $10,000.00 in exchange for a general release of all his individual claims, including a waiver under Civil Code section 1542. (Dacre Decl., ¶ 16.)

This individual payment is entirely separate from, and does not dilute, the $470,000.00 Gross Settlement Amount dedicated to the PAGA Settlement. The $10,000.00 individual settlement represents a reasonable, bona fide compromise of Plaintiff's individual wage claims, statutory penalties, and the execution of a general release. Conversely, the $470,000.00 PAGA Settlement represents a robust, independently evaluated recovery for the State of California and the Aggrieved Employees. The substantial size of the PAGA Settlement relative to the modest individual payment demonstrates that the PAGA claims were vigorously litigated and compromised on their own merits, untainted by Plaintiff's individual resolution.

IV. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Settlement, Plaintiff's counsel seeks attorneys' fees of $156,666 and reimbursement of litigation costs in the amount of $18,673.15, all falling within the bounds authorized by the Settlement Agreement (Settlement Agreement, ¶ 3.2.1.) Plaintiff's counsel's entitlement to an award of attorneys' fees and costs is warranted on multiple independent grounds. Further, the amount of fees requested falls within the range of reasonableness under applicable standards. The amount requested constitutes a "percentage of the fund" deemed reasonable in similar wage and hour settlements of this size and approved by California courts. This is warranted based on the contingency risk Plaintiff's counsel agreed to incur for the benefit of the State of California and Aggrieved Employees, as well as the results achieved. Based thereon, Plaintiff respectfully requests that the Court enter an order approving the fee and cost amounts requested.

A. Plaintiff's Counsel is Entitled to Recover Reasonable Fees as a Matter of Right

Plaintiff's counsel is entitled to recover reasonable attorneys' fees under the "common fund" doctrine. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. *Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Ass'n v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 167; see also *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391–392.

The California Supreme Court has held that, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff for the benefit of all results in the creation or preservation of that fund, such plaintiff may be awarded attorneys' fees out of the fund." Serrano III, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *Mills*, 396 U.S. at 391–392. The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a "certain or easily calculable sum of money," use of the percentage-of-the-fund method is appropriate. Serrano III, 20 Cal.3d at 35.

In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained:

> It is not necessary to find this suit a proper class action in order to uphold the portion of the judgment awarding counsel for plaintiffs' 25 percent of all retroactive salaries and wages received. That award may be sustained under the rule that a litigant who creates a fund in which others enjoy beneficial rights may require those beneficiaries to pay their fair share of the expense of litigation.

Numerous appellate courts have similarly found. *E.g., Knoff v. City & Cty. of San Francisco* (1969) 1 Cal.App.3d 184, 203–204; *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1423; *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567–568.

B. PAGA Settlements are Routinely Approved Under the Same Common Fund Doctrine Used in Class Actions

Plaintiff's counsel is also entitled to recover attorneys' fees and costs under the PAGA statute. (Labor Code § 2699(g)(1) ["Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."].) In addition, this action confers a public benefit by enforcing

the Labor Code on behalf of the State of California and Aggrieved Employees.

Here, Plaintiff's counsel expended significant time and resources to investigate and prosecute this action, including reviewing payroll and timekeeping data, evaluating potential exposure, and participating in mediation that ultimately resulted in a $470,000 settlement. Counsel undertook this matter on a contingent basis and bore the risk of non-recovery, particularly where the LWDA did not elect to pursue the matter after receiving the PAGA notice. Accordingly, the requested attorneys' fees and costs are reasonable and should be approved. (Dacre Decl., ¶¶ 17, 25.)

C. The Fee Amount Requested is Reasonable and Routinely Awarded

In addition to the foregoing, Plaintiff's counsel requests attorneys' fees in the amount of $156,666 (or not more than one-third of the $470,000 Gross Settlement Amount). Attorneys' fees may be calculated in one of two ways: the percentage method (a percentage of the common fund or settlement value); or the lodestar-multiplier method (reasonable hours multiplied by reasonable hourly rates multiplied by an amount more or less than 1.0 to account for factors such as the risks taken and results achieved). *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 489.

The starting point for determining the appropriateness of attorneys' fees is to assess the amount of time spent by the attorneys working for the class. *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 24–25. Under this approach, this Court can assess the reasonableness of the requested fees by comparing them to the amount of work performed. It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures that accurately reflect the marketplace. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 65. This approach is not unique to class action cases, but to all "common fund" cases where a single plaintiff, through counsel, obtains a benefit for a larger group. *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal.5th 480, 505. This "fee spreading" assures that all those who benefit from the litigation pay their fair share of obtaining the recovery. *Lealao*, supra, at 26.

Here, Plaintiff has obtained a benefit through this settlement not only for himself, but for all Aggrieved Employees and the LWDA. Thus, the common fund doctrine applies to this PAGA settlement as the doctrine ensures Plaintiff alone does not bear the cost of litigation, but all those who benefit from Plaintiff's work pay their fair share. Accordingly, the same analysis for reasonable

attorneys' fees is applicable to both class action and PAGA settlements.

Taking into account the contingency risk Plaintiff's counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the Notice) and the valuable results achieved, Plaintiff's counsel's requested fee is reasonable under all applicable standards.

1. The Fee Amount Is Reasonable Under the "Percentage of the Fund" Method

The amount of fees requested by Plaintiff's counsel—not more than one-third of the Gross Settlement Amount—is reasonable based on standards applicable to the "percentage of the fund" method. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required; (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 492.

First, the results achieved are significant, as Defendant has agreed to pay $470,000 under the Settlement Agreement. Second, this represents a favorable recovery given the substantial risk of obtaining any recoverable penalties. (Dacre Decl., ¶¶ 13, 14.) As explained above, Defendant maintained defenses to Plaintiff's PAGA claims that could have resulted in a net-zero recovery at trial. (Dacre Decl., ¶¶ 7, 10.) Third, Plaintiff's counsel's experience in complex wage-and-hour and PAGA actions, and the skill and quality of work performed, resulted in the successful resolution of this Action. (Dacre Decl., ¶¶ 18-22.)

Fourth, notwithstanding this risk of loss, Plaintiff's counsel undertook representation of this PAGA action on a contingency basis. (Dacre Decl., ¶ 17.) This required counsel to assume the risk of nonpayment in securing the financial benefit obtained for the State of California and Aggrieved Employees and constitutes a "loan" of legal services—both of which are factors warranting fee enhancement under California Supreme Court authority, which Plaintiff's counsel is not seeking:

> One of the most common fee enhancers . . . is for contingency risk. We reaffirmed the propriety of a contingency risk enhancement in Ketchum: "The economic rationale for fee enhancement in contingency cases has been explained as follows: 'A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans.' (Posner, Economic Analysis of Law (4th ed. 1992) pp. 534, 567.) 'A lawyer who both bears the risk of not being paid and provides legal services is not

> receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases."

Graham v. DaimlerChrysler Corp., (2004) 34 Cal. 4th 553, 579-580.

Finally, the percentage requested falls within the typical range, particularly in light of the modest settlement size. See, e.g., *Martin v. AmeriPride Servs.* (S.D. Cal. June 9, 2011) 2011 U.S. Dist. LEXIS 61796, at *23 ("Courts may award attorneys' fees in the 30–40% range in common fund actions that result in recovery of a common fund under $10 million.").

Similarly structured PAGA settlements containing allocations for attorneys' fees from the settlement amount are routinely approved. Attorneys' fee awards in the amount sought here are well-established by California law and practice. Accordingly, Plaintiff's counsel's attorneys' fee request is fair and reasonable and consistent with awards approved by California courts.

2. <u>While the Lodestar Method is Not Necessary in Common Fund Cases, Courts May Perform a Cross-Check to Award Fees</u>

Although California supports the common fund doctrine, the lodestar method is also used independently or as a cross-check for fee awards. *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557. The "reasonableness" of the fee award requested is supported by the lodestar methodology, whether the Court treats such methodology as operative or as a cross-check.

The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1977) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved; (2) the skill displayed in presenting them; (3) the extent to which the nature of the litigation precluded other employment by the attorneys; and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. Serrano, supra, 20 Cal.3d at 49.

Plaintiff's counsel's lodestar calculation supports the requested attorneys' fees. (Dacre Decl.,

¶ 26.) The amount requested here will fairly compensate Plaintiff's counsel for their successful resolution of Aggrieved Employees' disputed claims, taking into account the quality, nature, and extent of counsel's efforts, the results achieved, and the fact that the amount of fees sought is consistent with applicable legal precedent. Plaintiff's counsel's diligent and efficient prosecution of this matter positioned Plaintiff to resolve this action successfully, obtaining a settlement recovery for all Aggrieved Employees while avoiding the expense and risk attendant to protracted litigation.

Courts have defined reasonable multipliers on a lodestar cross-check to "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255. Courts have also approved multipliers significantly higher in appropriate cases. See, e.g., *Weiss v. Mercedes-Benz of N. Am., Inc.* (D.N.J. 1995) 899 F.Supp. 1297, 1304 (9.3 multiplier), aff'd, 66 F.3d 314 (3d Cir. 1995).

Additionally, by resolving this case prior to trial rather than continuing to litigate issues that remain disputed, counsel obtained favorable results for the Aggrieved Employees at far less expense to the parties and the Court. Accordingly, a positive multiplier on counsel's lodestar would be warranted under the circumstances. "Considering that our Supreme Court has placed an extraordinarily high value on settlement, it would seem counsel should be rewarded, not punished, for helping to achieve that goal." *Lealao*, supra, 82 Cal.App.4th at 52. While warranted, a positive multiplier is not sought by Plaintiff's counsel, as the lodestar exceeds the amount requested.

D. Plaintiff's Counsel's Request for Costs is Reasonable

The Settlement provides for cost reimbursement to Plaintiff's counsel of reasonable litigation costs in an amount not to exceed $20,000. (Settlement Agreement, ¶ 3.2.1.) In the course of this litigation, Plaintiff's counsel has incurred and will continue to incur reasonable costs in prosecuting this action through its resolution. Such costs are appropriate for reimbursement in cases of this nature. *In re United Energy Corp. Sec. Litig.* (C.D. Cal. 1989) 1989 WL 73211, at 6; *In re GNC Shareholder Litig.* (W.D. Pa. 1987) 668 F. Supp. 450, 452.

The costs incurred by Plaintiff's counsel in this litigation are $18,673.15, which is not only less than the amount allocated in the Settlement Agreement but it also benefited Plaintiff, the Aggrieved Employees, and the State of California. In light of the litigation costs that Plaintiff's counsel was required to incur to prosecute this action, Plaintiff's counsel's request for reimbursement of costs is reasonable and should be granted. (Dacre Decl., ¶ 27.)

V. CONCLUSION

As shown herein, the Settlement is fair, adequate, and reasonable, as it represents a reasoned and valuable compromise obtained through arm's-length negotiations. For all the reasons set forth above, Plaintiff respectfully requests that this Court, as set forth in the Proposed Order approving settlement, do the following:

1. Grant approval of the Settlement Agreement pursuant to California Labor Code § 2699(l) and enter judgment thereon;

2. Appoint Simpluris, Inc. as the Administrator and approve its administration expenses not to exceed $5,856, payable from the Gross Settlement Amount;

3. Approve the award of attorneys' fees in the amount of $156,666 and reasonable litigation costs of $18,673.15, payable from the Gross Settlement Amount;

4. Direct disbursement of the Net Settlement Amount to the LWDA and Aggrieved Employees as provided for in the Settlement Agreement; and

5. Dismiss the Action with prejudice.

Respectfully Submitted,

DATED: October 26, 2026

JAMES HAWKINS APLC

Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff
Apolinar Garcia

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On October 28, 2026, I served on the interested parties in this action the following document(s) entitled:

-PLAINTIFF'S NOTICE OF UNOPPOSED MOTION AND MOTION FOR FINAL APPROVAL OF PAGA SETTLEMENT
-DECLARATION OF LANCE DACRE IN SUPPORT OF THE UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT
-[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT ENTERING JUDGMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST
PLEASE SEE ATTACHED

[XX] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on October 28, 2026, at Irvine, California.



Irma Ceja

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