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situated

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
CENTRAL DIVISION

DAVID MEJIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SCRAM OF CALIFORNIA, INC., a
corporation; and DOES 1-50, Inclusive,

Defendants.

CASE NO. 23-CIV-03702

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Dept.: 11
Judge: Hon. Nina Shapirshteyn

Case Filed: February 14, 2023
Trial Date: Not Set.

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
entered into by and between Plaintiff David Mejia (hereinafter "Plaintiff"), an individual, on behalf
of himself, and on behalf of all persons similarly situated, and Defendant SCRAM of California,
Inc. ("Defendant"):

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1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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2 Kyle R. Nordrehaug (SBN 205975)
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10 similarly situated
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1 **I. DEFINITIONS**

- 2 A. “Action” shall mean the putative class and representative action lawsuit designated
3 *David Mejia v. SCRAM of California, Inc.*, County of San Mateo Superior Court,
4 Case No. 23-CV-03702, filed August 7, 2023.
- 5 B. “Aggrieved Employees” means all current and former non-exempt employees who
6 worked for Defendant in California and paid in whole or in part as “SCRAM
7 Agents” during the period beginning January 3, 2022, through the date the Court
8 grants preliminary approval (“PAGA Period”).
- 9 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
10 Class Action Claims and Release of Claims, and dismissal of PAGA Claims.
- 11 D. “Class Counsel Award” means the award of fees and expenses that the Court
12 authorizes to be paid to Class Counsel for the services they have rendered to
13 Plaintiff, and the Class Members in the Action, consisting of attorneys’ fees
14 currently not to exceed thirty-three percent (33%) of the Gross Settlement Amount
15 currently estimated to be \$35,000 plus costs of up to \$45,000 (“Cost Award”).
16 Attorneys’ fees will be divided between Class Counsel in the following percentages
17 (50% to Webb Law Group, and 50% to Blumenthal Nordrehaug Bhowmik De
18 Blouw, LLP). Plaintiff expressly consents to this fee division.
- 19 E. “Class Counsel” shall mean Lenden Webb of Webb Law Group; and Normal B
20 Blumental, Kyle R. Nordrehaug, Aparajit Bhowmik , and Nicholas J. De Blouw of
21 Blumenthal Nordrehaug Bhowmik De Blouw, LLP.
- 22 F. “Class Data” means information regarding Class Members that Defendant will in
23 good faith compile from its records and provide to the Settlement Administrator. It
24 shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent
25 practicable: each Class Member’s full name; last known address; Social Security
26 Number; and dates of employment that each Class Member worked during the Class
27 Period.

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- 1 G. "Class Period" means the period beginning August 7, 2019, through the date the
2 Court grants preliminary approval.
- 3 H. "Class Representative" shall mean plaintiff David Mejia.
- 4 I. "Class" or the "Class Members" means all persons who are employed or have been
5 employed by Defendant in the state of California as hourly, non-exempt SCRAM
6 Agents at any time within the period beginning August 7, 2019, and ending on the
7 date the Court grants preliminary approval ("Class Period").
- 8 J. "Court" means the Superior Court for the State of California, County of San Mateo
9 currently presiding over the Action.
- 10 K. "Defendant" shall mean SCRAM of California, Inc.
- 11 L. "Dismissed PAGA Claims" shall mean any and all PAGA claims alleged in the
12 Representative Action Complaint filed in the County of Orange Superior Court,
13 Case No. 30-2023-01341670-CU-OE-CXC and Plaintiff's PAGA Notice to the
14 LWDA, which occurred during the PAGA Period, and expressly excluding all other
15 claims, including claims for vested benefits, wrongful termination, unemployment
16 insurance, disability, social security, worker's compensation, and PAGA claims
17 outside of the PAGA Period.
- 18 M. "Effective Date" means the date of entry by the Court of an order and judgment
19 finally approving this Settlement and either (i) the applicable date for seeking
20 appellate review of the Court's final approval order has passed without a timely
21 appeal or request for review having been made; or (ii) a California Court of Appeal
22 or the California Supreme Court has rendered a final judgment affirming the Court's
23 final approval without material modification, and the time for any further appeal has
24 expired.
- 25 N. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
26 Settlement Amount to the Settlement Administrator in accord with the terms of this
27 Agreement. Defendant will pay the Gross Settlement Amount to the Settlement
28 Administrator within fifteen (15) days of the Effective Date.

- 1 O. "Gross Settlement Amount" means One Hundred Thousand Dollars and Zero Cents
2 (\$100,000.00) that Defendant must pay into the QSF (*Defined below*) in connection
3 with this Settlement, inclusive of the sum of Settlement Administration Costs, Class
4 Counsel Award, and Plaintiff's Enhancement. Defendant's share of employer
5 payroll taxes on any payments allocated as wages under this Settlement shall be paid
6 by Defendant in addition to the Gross Settlement Amount. No portion of the Gross
7 Settlement Amount will revert to Defendant. Within fifteen (15) days of final
8 approval of the class settlement, Plaintiff's counsel will request that the PAGA case
9 be dismissed, without prejudice.
- 10 P. "Individual Settlement Payments" means the amount payable from the Net
11 Settlement Amount to each Settlement Class Member.
- 12 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
13 Counsel Award, Service Award, Cost Award, and Settlement Administration Costs.
- 14 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
15 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
16 than formatting changes to facilitate printing by the Settlement Administrator).
- 17 S. "Operative Complaint" shall mean the Representative Action Complaint filed by
18 Plaintiff on August 7, 2023, in the County of San Mateo Superior Court.
- 19 T. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
20 Plaintiff or Defendant, individually.
- 21 U. "Payment Ratio" means the respective Workweeks for each Class Member divided
22 by the total Workweeks for all Class Members.
- 23 V. "Plaintiff" shall mean David Mejia.
- 24 W. "QSF" means the Qualified Settlement Fund established, designated, and
25 maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- 26 X. "Released Class Claims" shall mean all class claims alleged, or reasonably could
27 have been alleged based on the facts alleged, in the Operative Complaint in the
28 Action which occurred during the Class Period, and expressly excluding all of other

claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and Class claims outside of the Class Period.

Y. "Released Parties" shall mean Defendant and any of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

Z. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.-Neither side shall encourage any Class Member to opt out.

AA. "Service Award" means an award in the amount of \$5,000, or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

BB. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$7,500.00.

CC. "Settlement Administrator" means Apex Class Action LLC, located at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of the Parties and any person related to the Parties. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

1 DD. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 FF. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and
6 ending on Saturday, in which a Class Member was employed by Defendant during
7 the Class Period in California. The Settlement Administrator will calculate the
8 Workweeks based on the Class Data and will be presumed to be correct unless a
9 particular Class Member proves otherwise to the Settlement Administrator by
10 credible written evidence. All Workweek disputes will be resolved and decided by
11 the Settlement Administrator, and the Settlement Administrator's decision on all
12 Workweek disputes will be final and non-appealable.

13 GG. "Notice Packet" means the Class Notice, the Request for Exclusion Form, the Pay
14 Period Dispute form, and the Objection form (Exhibit A)

15 **II. RECITALS**

16 A. On January 3, 2023, Plaintiff filed a Notice of Violations with the Labor and
17 Workforce Development Agency (LWDA) and served the same on Defendant.

18 B. Pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave timely notice to Defendant
19 and the LWDA by sending the PAGA notice.

20 C. On August 7, 2023, Plaintiff filed the Action, alleging claims for:

- 21 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 22 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194,
23 1197 & 1197.1;
- 24 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510;
- 25 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
26 226.7 & 512 and the Applicable IWC Wage Order;
- 27 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
28 226.7 & 512 and the Applicable IWC Wage Order;

6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

7. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; and

8. Failure to Pay Sick Wages in Violation of Cal. Lab. Code . §§201-204, 233, 246.

D. On November 19, 2024, the Parties participated in a full day mediation with mediator Judge William C. Pate, but were unable to resolve the case. The parties were later able to reach a resolution, which was subsequently memorialized in the form of a Memorandum of Understanding (“MOU”).

E. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders. The Class Representative believes that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action and this action is manageable as a PAGA representative action.

F. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative alleged in the Action, and/or alleged in the Class Representative’s Notice of Violations to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations and reviewing documents and information exchanged through formal discovery, and reviewing documents and information provided by Defendant informally to prepare for mediation. Defendant produced for

1 the purpose of settlement negotiations certain employment data concerning the
2 Class, which Class Counsel reviewed and analyzed with the assistance of an expert.
3 Based on their own independent investigation and evaluation, Class Counsel are of
4 the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and
5 is in the best interest of the Class considering all known facts and circumstances,
6 including the risks of significant delay, defenses asserted by Defendant,
7 uncertainties regarding class certification, and numerous potential appellate issues.
8 Although they deny any liability, Defendant agrees to this Settlement solely to avoid
9 the inconveniences and cost of further litigation. The Parties and their counsel have
10 agreed to settle the claims on the terms set forth in this Agreement.

11 H. This Agreement replaces and supersedes the MOU and any other agreements,
12 understandings, or representations between the Parties. This Agreement represents
13 a compromise and settlement of highly disputed claims. Nothing in this Agreement
14 is intended or will be construed as an admission by Defendant that the claims in the
15 Action of Plaintiff or the Class Members have merit or that Defendant bears any
16 liability to Plaintiff or the Class or the State of California (including the LWDA) on
17 those claims or any other claims, or as an admission by Plaintiff that Defendant's
18 defenses in the Action have merit. Nothing herein shall affect Plaintiff's rights and
19 recovery pursuant to the separately executed Individual Settlement Agreement.

20 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
21 Settlement was arrived at through arm's-length negotiations, considering all
22 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
23 attendant to continuing the Action through trial and any appeal. Accordingly, the
24 Parties desire to settle, compromise and discharge all disputes and claims arising
25 from or relating to the Action fully, finally, and forever.

26 J. The Parties agree to certification of the Class for purposes of this Settlement only.
27 If for any reason the settlement does not become effective, Defendant reserves the
28 right to contest certification of any class for any reason and reserve all available

1 defenses to the claims in the Action. The Settlement, this Agreement, and the
2 Parties' willingness to settle the Action will have no bearing on and will not be
3 admissible in connection with any litigation.

4 Based on these Recitals, the Parties agree as follows:

5 **III. TERMS OF AGREEMENT**

6 A. Settlement Consideration and Settlement Payments by Defendant.

7 1. Settlement Consideration. In full and complete settlement of the Action, and
8 in exchange for the releases set forth below, Defendant will pay the sum of
9 One Hundred Thousand Dollars Zero Cents (\$100,000.00). The Gross
10 Settlement Amount will be used to pay the Individual Settlement Payments,
11 the Service Award, Cost Award, the Class Counsel Award, and the
12 Settlement Administration Costs, as specified in this Agreement. The Parties
13 agree that this is a non-reversionary Settlement and that no portion of the
14 Gross Settlement Amount shall revert to Defendant. Other than the
15 Defendant's share of employer payroll taxes and as provided in Section
16 III.A.2 below, Defendant shall not be required to pay more than the Gross
17 Settlement Amount. The Administrator will disburse the entire Gross
18 Settlement Amount without asking or requiring Participating Members or
19 Aggrieved Employees to submit any claim as a condition of payment.
20 Within fifteen (15) days of final approval of the class settlement, Plaintiff's
21 Counsel will request that the PAGA case be dismissed, without prejudice.

22 2. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
23 into the QSF, through the Settlement Administrator on the Funding Date.
24 Within fifteen (15) days after Funding Date, the Settlement Administrator
25 will mail checks for all Individual Settlement Amounts, the Class Counsel
26 Award, the Settlement Administration Costs, and the Service Award.
27 However, Disbursement of the Class Counsel Award and the Settlement
28 Administration Costs shall not precede disbursement of Individual

1 Settlement Payments. Any interest accrued will be added to the NSA and
2 distributed to the Settlement Class Members except that if final approval is
3 reversed on appeal, then Defendant is entitled to prompt return of the
4 principal and all interest accrued.

5 3. Defendant's Share of Payroll Taxes. The Gross Settlement Amount of
6 \$100,000 shall be allocated 20% to wages and 80% to penalties. Defendant's
7 share of employer-side payroll taxes is due separately and in addition to the
8 Gross Settlement Amount and shall be paid together with the Gross
9 Settlement Amount on the Funding Date.

10 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
11 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
12 release the Released Parties from the Released Class Claims.

13 C. Conditions Precedent: This Settlement will become final and effective only upon the
14 occurrence of all of the following events:

- 15 1. The Court enters an order granting preliminary approval of the Settlement;
- 16 2. The Court enters an order granting final approval of the Settlement and a
17 Final Judgment;
- 18 3. If an objector appears at the final approval hearing, the time for appeal of the
19 Final Judgment and Order Granting Final Approval of Class Action
20 Settlement expires; or, if an appeal is timely filed, there is a final resolution
21 of any appeal from the Judgment and Order Granting Final Approval of
22 Class Action Settlement; and
- 23 4. Defendant fully funds the Gross Settlement Amount.

24 D. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
25 approve this Settlement Agreement, fails to become effective, or is reversed,
26 withdrawn, or materially modified by the Court, or in any way prevents or prohibits
27 Defendant from obtaining a complete resolution of the Released Class Claims and
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Dismissed PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, except as necessary to approve, interpret or enforce this Settlement Agreement;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

E. In the event that Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Dismissed PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. Defendant expressly reserves its right to oppose class

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1 certification in the Action or any other action should this Settlement not become
2 effective.

3 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
4 effect of the payments called for, and Plaintiff, and/or the Class Members are not
5 relying on any statement or representation by the Parties in this regard. Plaintiff,
6 and/or Class Members understand and agree that they will be responsible for the
7 payment of any taxes and penalties assessed on any Service Award, and/or the
8 Individual Settlement Payments described and will be solely responsible for any
9 penalties or other obligations resulting from their personal tax reporting of the
10 Service Award, and/or Individual Settlement Payments.

11 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
12 the “acknowledging party” and each Party to this Agreement other than the
13 acknowledging party, an “other party”) acknowledges and agrees that: (1) no
14 provision of this Agreement, and no written communication or disclosure between or
15 among the Parties or their attorneys and other advisers, is or was intended to be, nor
16 shall any such communication or disclosure constitute or be construed or be relied
17 upon as, tax advice within the meaning of United States Treasury Department circular
18 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied
19 exclusively upon his, her or its own, independent legal and tax counsel for advice
20 (including tax advice) in connection with this Agreement, (b) has not entered into
21 this Agreement based upon the recommendation of any other Party or any attorney
22 or advisor to any other Party, and (c) is not entitled to rely upon any communication
23 or disclosure by any attorney or adviser to any other party to avoid any tax penalty
24 that may be imposed on the acknowledging party, and (3) no attorney or adviser to
25 any other Party has imposed any limitation that protects the confidentiality of any
26 such attorney’s or adviser’s tax strategies (regardless of whether such limitation is
27 legally binding) upon disclosure by the acknowledging party of the tax treatment or

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1 tax structure of any transaction, including any transaction contemplated by this
2 Agreement.

3 I. Preliminary Approval Motion. As soon thereafter as practicable after the execution
4 of this Agreement, Defendant shall file with the Court a Motion for Order Granting
5 Preliminary Approval and supporting papers, which shall include this Settlement
6 Agreement. Defendant will provide Plaintiff with a draft of the Motion at least five
7 (5) business days prior to the filing of the Motion to give Plaintiff an opportunity to
8 review and comment upon the Motion.

9 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
10 establishing and administering the QSF; calculating, processing and mailing
11 payments to the Class Representative, Class Counsel, and Class Members; printing
12 and mailing the Notice Packets to the Class Members as directed by the Court;
13 receiving and reporting the objections and requests for exclusion; calculating,
14 deducting and remitting all legally required taxes from Individual Settlement
15 Payments and distributing tax forms for the Wage Portion, the Penalties Portion and
16 the Interest Portion of the Individual Settlement Payments; processing and mailing
17 tax payments to the appropriate state and federal taxing authorities; providing
18 declaration(s) as necessary in support of preliminary and/or final approval of this
19 Settlement; and other tasks as the Parties mutually agree or the Court orders the
20 Settlement Administrator to perform. The Settlement Administrator shall keep the
21 Parties timely apprised of the performance of all Settlement Administrator
22 responsibilities by among other things, sending a weekly status report to the Parties'
23 counsel stating the date of the mailing, the of number of opt outs from the Settlement
24 it receives (including the numbers of valid and deficient), and number of objections
25 received.

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1 K. Notice Procedure.

2 1. Notice Packets.

3 a) The Notice Packet shall contain the Notice of Class Action
4 Settlement (“Class Notice”) in a form substantially similar to the
5 form attached as **Exhibit A**. The Class Notice shall inform Class
6 Members that they need not do anything in order to receive an
7 Individual Settlement Payment and to keep the Settlement
8 Administrator apprised of their current mailing address, to which the
9 Individual Settlement Payments will be mailed following the
10 Funding Date. The Class Notice shall set forth the release to be given
11 by all members of the Class who do not request to be excluded from
12 the Settlement Class in exchange for an Individual Settlement
13 Payment, the number of Workweeks worked by each Class Member
14 during the Class Period, if any, and the estimated amount of their
15 Individual Settlement Payment if they do not request to be excluded
16 from the Settlement, if any. The Settlement Administrator shall use
17 the Class Data to determine Class Members’ Workweeks Pay
18 Periods.

19 b) The Notice Packet’s mailing envelope shall include the following
20 language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE
21 ENTITLED TO PARTICIPATE IN A CLASS ACTION
22 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
23 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
24 NOTICE.”

25 2. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
26 Settlement Administrator will perform a search based on the National
27 Change of Address Database to update and correct any known or identifiable
28 address changes. No later than twenty-one (21) days after preliminary

1 approval of the Settlement, the Settlement Administrator shall mail copies
2 of the Notice Packet to all Class Members via regular First-Class U.S. Mail,
3 and where available, by email and SMS text message. The Settlement
4 Administrator shall exercise its best judgment to determine the current
5 mailing address for each Class Member. The address identified by the
6 Settlement Administrator as the current mailing address shall be presumed
7 to be the best mailing address for each Class Member.

8 3. Undeliverable Notices. Any Notice Packets returned to the Settlement
9 Administrator as non-delivered on or before the Response Deadline shall be
10 re-mailed to any forwarding address provided within seven (7) days of
11 receiving the returned notice. If no forwarding address is provided, the
12 Settlement Administrator shall promptly attempt to determine a correct
13 address by lawful use of skip-tracing, or other search using the name, address
14 and/or Social Security number of the Class Member involved, and shall then
15 perform a re-mailing, if the Settlement Administrator identifies another
16 mailing address. In addition, if any Class Member who is currently
17 employed by Defendant, is returned to the Settlement Administrator, as non-
18 delivered and no forwarding address is provided, the Settlement
19 Administrator shall notify Defendant. Defendant will request that the
20 currently employed Class Member provide a corrected address and transmit
21 to the Settlement Administrator any corrected address provided by the Class
22 Member. Class Members who receive a re-mailed Notice Packet shall have
23 their Response Deadline extended fifteen (15) days from the original
24 Response Deadline.

25 4. Disputes Regarding Individual Settlement Payments. Class Members will
26 have the opportunity, should they disagree with Defendant's records
27 regarding the start and end dates of employment, to provide documentation
28 and/or an explanation to show contrary dates. If there is a dispute, the

1 Settlement Administrator will consult with the Parties to determine whether
2 an adjustment is warranted. The Settlement Administrator shall determine
3 the eligibility for, and the amounts of, any Individual Settlement Payments
4 under the terms of this Agreement. The Settlement Administrator's
5 determination of the eligibility for and amount of any Individual Settlement
6 Payment shall be binding upon the Class Member and the Parties.

7 5. Disputes Regarding Administration of Settlement. Any disputes not
8 resolved by the Settlement Administrator concerning the administration of
9 the Settlement will be resolved by the Court under the laws of the State of
10 California. Before any such involvement of the Court, counsel for the Parties
11 will confer in good faith to resolve the disputes without the necessity of
12 involving the Court.

13 6. Exclusions. The Class Notice contained in the Notice Packet shall state that
14 Class Members who wish to exclude themselves from the Settlement must
15 submit a written request for exclusion by the Response Deadline. The
16 written request for exclusion must state that the Class Member wishes to
17 exclude himself or herself from the Settlement and (1) must contain the
18 name, address, and the last four digits of the Social Security number of the
19 person requesting exclusion; (2) must be signed by the Class Member; (3)
20 must be postmarked or fax stamped by the Response Deadline and returned
21 to the Settlement Administrator at the specified address or fax telephone
22 number; and (4) contain a typewritten or handwritten notice stating in
23 substance: "I wish to opt out of the settlement of the class action lawsuit
24 entitled *David Mejia v. SCRAM of California, Inc.*, currently pending in the
25 County of San Mateo Superior Court, Case No. 23-CIV-03702. I understand
26 that by requesting to be excluded from the settlement, I will receive no
27 money from the Settlement described in this Notice." The request for
28 exclusion will not be valid if it is not timely submitted, if the Class Member

1 does not sign it, or if it does not contain the name and address and last four
2 digits of the Social Security number of the Class Member. The date of the
3 postmark on the mailing envelope or fax stamp on the request for exclusion
4 shall be the exclusive means used to determine whether the request for
5 exclusion was timely submitted. Any Class Member who requests to be
6 excluded from the Settlement Class will not be entitled to an Individual
7 Settlement Payment and will not be otherwise bound by the terms of the
8 Settlement or have any right to object, appeal or comment thereon.
9 Settlement Class Members shall be bound by all terms of the Settlement and
10 any final judgment entered in this Action if the Court approves the
11 Settlement. No later than fourteen (14) calendar days after the Response
12 Deadline, the Settlement Administrator shall provide counsel for the Parties
13 with a final list of the Settlement Class Members. At no time shall any of
14 the Parties or their counsel seek to solicit or otherwise encourage members
15 of the Class to submit requests for exclusion from the Settlement.

- 16 7. Objections. The Class Notice contained in the Notice Packet shall state that
17 Class Members who wish to object to the Settlement may submit to the
18 Settlement Administrator a written statement of objection (“Notice of
19 Objection”) by the Response Deadline, forty-five (45) days from the date of
20 mailing of the Notice, except if a Class member submits a written, signed
21 challenge to his/her Individual Settlement Amount, then fourteen (14) days
22 from the date the Claims Administrator mails an adjusted Individual
23 Settlement Notice or notice of rejection of the challenge. The postmark date
24 of mailing shall be deemed the exclusive means for determining that a Notice
25 of Objection was served timely. The Notice of Objection, if in writing, must
26 be signed by the Settlement Class Member and state: (1) the case name and
27 number; (2) the name of the Settlement Class Member; (3) the address of the
28 Settlement Class Member; (4) the last four digits of the Settlement Class

1 Member's Social Security number; (5) the basis for the objection; and (6) if
2 the Settlement Class Member intends to appear at the Final
3 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
4 to make objections in writing in the manner specified above may still make
5 their objections orally at the Final Approval/Settlement Fairness Hearing
6 with the Court's permission. Settlement Class Members will have a right to
7 appear at the Final Approval/Settlement Fairness Hearing to have their
8 objections heard by the Court regardless of whether they submitted a written
9 objection. At no time shall any of the Parties or their counsel seek to solicit
10 or otherwise encourage Settlement Class Members to file or serve written
11 objections to the Settlement or appeal from the Order and Final Judgment.
12 Class Members who submit a written request for exclusion may not object
13 to the Settlement.

14 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to
15 pay the Gross Settlement Amount plus any employer's share of payroll taxes as
16 mandated by law within the time specified hereinabove on the Funding Date.

17 1. Calculation of Individual Settlement Payments. Individual Settlement
18 Payments shall be paid from the Net Settlement Amount and shall be paid
19 pursuant to the formula set forth herein. Using the Class Data, the Settlement
20 Administrator shall distribute the Net Settlement Amount based on the total
21 number of weeks worked by each Class Member during the Class Period
22 according to Defendant's records. Each Individual Settlement Payment will
23 be reduced by any legally mandated employee tax withholdings (e.g.,
24 employee payroll taxes, etc.). Individual Settlement Payments for Class
25 Members who submit valid and timely requests for exclusion will be
26 redistributed to Settlement Class Members who do not submit valid and
27 timely requests for exclusion on a pro rata basis based on their respective
28 Payment Ratios.

- 1 2. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage
3 Portion”) and 80% penalties (“Penalties and Interest Portion”). The Wage
4 Portion shall be reported on IRS Form W-2 and the Penalty and Interest
5 Portion shall be reported on IRS Form 1099.
- 6 3. No Credit Toward Benefit Plans. The Individual Settlement Payments made
7 to Settlement Class Members under this Settlement Agreement, as well as
8 any other payments made pursuant to this Settlement Agreement, will not be
9 utilized to calculate any additional benefits under any benefit plans to which
10 any Class Members may be eligible, including, but not limited to profit-
11 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
12 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
13 the Parties’ intention that this Settlement Agreement will not affect any
14 rights, contributions, or amounts to which any Class Members may be
15 entitled under any benefit plans.
- 16 4. All monies received by Plaintiff and the Settlement Class Members under the
17 Settlement which are attributable to wages shall constitute income to Plaintiff
18 and such Settlement Class Members solely in the year in which Plaintiff and
19 the Settlement Class Members receive such monies. It is the intent of the
20 Parties that Individual Settlement Payments provided for in this Settlement
21 agreement are the sole payments to be made by Defendant to Plaintiff, the
22 Settlement Class Members in connection with this Settlement Agreement and
23 that Plaintiff, the Settlement Class Members are not entitled to any new or
24 additional compensation or benefits as a result of having received the
25 Individual Settlement Payments.
- 26 5. Mailing. Individual Settlement Payments shall be mailed by regular First-
27 Class U.S. Mail to Settlement Class Members’ and/or Aggrieved
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1 Employees' last known mailing address no later than fifteen (15) days after
2 the Funding Date.

3 6. Expiration. Any checks issued to Settlement Class Members shall remain
4 valid and negotiable for one hundred and eighty (180) days from the date of
5 their issuance. If a Settlement Class Member does not cash his or her
6 settlement check within ninety (90) days, the Settlement Administrator will
7 send a letter to such persons, advising that the check will expire after the
8 180th day, and invite that Settlement Class Member to request reissuance in
9 the event the check was destroyed, lost, or misplaced. In the event an
10 Individual Settlement Payment check has not been cashed within one
11 hundred and eighty (180) days, all funds represented by such uncashed
12 checks, plus any interest accrued thereon, shall be paid to the California State
13 Controller, or if not feasible, to an approved cy pres recipient such as Legal
14 Aid at Work, in accordance with California Code of Civil Procedure section
15 384. The Parties agreed that under this procedure, there is no residue as the
16 entire Gross Settlement Amount will be distributed.

17 7. Service Award. In addition to the Individual Settlement Payment as a
18 Settlement Class Member, Plaintiff will apply to the Court for an award of
19 up to \$5,000.00, as the Service Award. Defendant will not oppose a Service
20 Award up to \$5,000.00 for Plaintiff. The Settlement Administrator shall pay
21 the Service Award, either in the amount stated herein if approved by the
22 Court or some other amount as approved by the Court, to Plaintiff from the
23 Gross Settlement Amount no later than fifteen (15) days after the Funding
24 Date. Any portion of the requested Service Award that is not awarded to the
25 Class Representative shall be part of the Net Settlement Amount and shall
26 be distributed to Settlement Class Members as provided in this Agreement.
27 The Settlement Administrator shall issue an IRS Form 1099 — MISC to
28 Plaintiff for his Service Award. Plaintiff shall be solely and legally

1 responsible to pay any and all applicable taxes on his Service Award and
2 shall hold harmless the Released Parties from any claim or liability for taxes,
3 penalties, or interest arising as a result of the Service Award. Approval of
4 this Settlement shall not be conditioned on Court approval of the requested
5 amount of the Service Award. If the Court reduces or does not approve the
6 requested Service Award, Plaintiff shall not have the right to revoke the
7 Settlement, and it will remain binding.

8 8. Class Counsel Award. Defendant understands, and will not oppose, a
9 motion for attorneys' fees not to exceed thirty-five percent (35%) of the
10 Gross Settlement Amount currently estimated to be \$35,000 **and** attorneys'
11 expenses supported by declaration not to exceed \$45,000. Any awarded
12 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
13 portion of the requested attorneys' fees and/or attorneys' expenses that are
14 not awarded to Class Counsel shall be part of the Net Settlement Amount
15 and shall be distributed to Settlement Class Members as provided in this
16 Agreement. The Settlement Administrator shall allocate and pay the
17 attorneys' fees to Class Counsel from the Gross Settlement Amount no later
18 than fifteen (15) days after the Funding Date. Class Counsel shall be solely
19 and legally responsible to pay all applicable taxes on the payment made
20 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
21 Form 1099 — MISC to Class Counsel for the payments made pursuant to
22 this paragraph. If the Court reduces or does not approve the requested
23 attorneys' fees, Plaintiff and Class Counsel shall not have the right to revoke
24 the Settlement, or to appeal such order, and the Settlement will remain
25 binding.

26 9. PAGA Dismissal. Parties agree that as part of the consideration of this
27 Settlement Agreement, within fifteen (15) days of final approval of the class
28

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1 settlement, Plaintiff will dismiss its PAGA case, Case No. 30-2023-
2 01341670-CU-OE-CXC without prejudice.

3 10. Settlement Administration Costs. The Settlement Administrator shall be
4 paid for the costs of administration of the Settlement from the Gross
5 Settlement Amount. The estimate of the Settlement Administration Costs is
6 \$7,500.00. The Settlement Administrator shall be paid the Settlement
7 Administration Costs no later than fifteen (15) days after the Funding Date.

8 M. Final Approval Motion. Defense Counsel and Defendant shall use best efforts to file
9 with the Court a Motion for Order Granting Final Approval and Entering Judgment,
10 within twenty-eight (28) days following the expiration of the Response Deadline,
11 which motion shall request final approval of the Settlement and a determination of
12 the amounts payable for the Service Award, the Class Counsel Award, and the
13 Settlement Administration Costs. Defendant will provide Plaintiff with a draft of
14 the Motion at least five (5) business days prior to the filing of the Motion to give
15 Plaintiff an opportunity to propose changes or additions to the Motion.

16 1. Declaration by Settlement Administrator. No later than five (5) days after
17 the Response Deadline, the Settlement Administrator shall submit a
18 declaration in support of Plaintiff's motion for final approval of this
19 Settlement detailing the number of Notice Packets mailed and re-mailed to
20 Class Members, the number of undeliverable Notice Packets, the number of
21 timely requests for exclusion, the full names of any Class Members who opt
22 out of the Settlement, the number of objections received, the amount of the
23 average, lowest, and highest Individual Settlement Payments, the amount of
24 the average, lowest, and highest Aggrieved Employee Payments, the
25 Settlement Administration Costs, and any other information as the Parties
26 mutually agree or the Court orders the Settlement Administrator to provide.

27 2. Final Approval Order and Judgment. Counsel for Defense shall present an
28 Order Granting Final Approval of Class Action Settlement to the Court for

1 its approval, and Judgment thereon, at the time Counsel for Defense files the
2 Motion for Final Approval.

3 O. Review of Motions for Preliminary and Final Approval. Counsel or Defense will
4 provide an opportunity for Class Counsel to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment at least five (5) business days in advance of filing with the
7 Court. The Parties and their counsel will cooperate with each other and use their best
8 efforts to affect the Court's approval of the Motions for Preliminary and Final
9 Approval of the Settlement, and entry of Judgment.

10 P. Cooperation. The Parties and their counsel will cooperate with each other and use
11 their best efforts to implement the Settlement.

12 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement,
14 pending the Final Approval/Settlement Fairness Hearing to be conducted by the
15 Court.

16 R. Amendment or Modification. This Agreement may be amended or modified only by
17 a written instrument signed by counsel for all Parties or their successors-in-interest.

18 S. Entire Agreement. Except with respect to Plaintiff's individual settlement
19 agreement, described in paragraph "S" immediately above, this Agreement and any
20 attached Exhibit constitute the entire Agreement among these Parties, and no oral or
21 written representations, warranties or inducements have been made to any Party
22 concerning this Agreement or its Exhibit other than the representations, warranties
23 and covenants contained and memorialized in this Agreement and its Exhibit.

24 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
25 and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Agreement and to take all appropriate actions required or permitted to
27 be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
28 execute any other documents required to effectuate the terms of this Agreement. The

persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

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1 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
2 with respect to the interpretation, implementation, and enforcement of the terms of
3 this Agreement and all orders and judgments entered in connection therewith, and
4 the Parties and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing and enforcing the settlement and all orders and judgments
6 entered in connection with this Agreement.

7 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest
9 extent possible consistent with applicable precedents so as to define all provisions of
10 this Agreement valid and enforceable.

11 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
12 and settled separately by an individual settlement agreement between the Parties
13 described in paragraph “S” above, Plaintiff and Class Counsel represent that they do
14 not currently intend to pursue any claims against the Released Parties, including, but
15 not limited to, any and all claims relating to or arising from Plaintiff’s employment
16 with Defendant, regardless of whether Class Counsel is currently aware of any facts
17 or legal theories upon which any claims or causes of action could be brought against
18 Released Parties, including those facts or legal theories alleged in the Operative
19 Complaint in this Action. The Parties further acknowledge, understand, and agree
20 that this representation is essential to the Agreement and that this Agreement would
21 not have been entered into were it not for this representation.

22 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
23 class certification for purposes of this settlement only.

24 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
25 Released Class Claims and Dismissed PAGA Claims have merit and give rise to
26 liability on the part of Defendant. Defendant claims that the Released Class Claims
27 and Dismissed PAGA Claims have no merit and do not give rise to liability. This
28 Agreement is a compromise of disputed claims. Nothing contained in this Agreement

1 and no documents referred to and no action taken to carry out this Agreement may
2 be construed or used as an admission by or against the Defendant or Plaintiff or Class
3 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
4 specifically set forth herein, each Party shall be responsible for and shall bear their
5 own attorney's fees and costs.
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 01/27/2026


David Mejia (Jan 27, 2026 10:55:46 PST)

3 **DAVID MEJIA**

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

5
6
7 DATED: _____

8 **Defendant SCRAM OF CALIFORNIA, INC.**

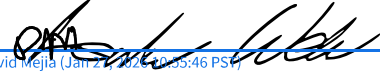
9
10 Printed Name

11 Title

12
13 IT IS SO AGREED AS TO FORM ONLY BY COUNSEL:

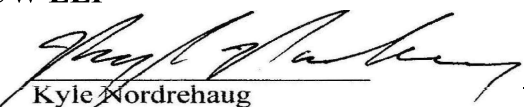
14
15 DATED: January 14, 2026

WEBB LAW GROUP

16 By: 
David Mejia (Jan 27, 2026 10:55:46 PST)
17 Lenden Webb, Class Counsel.

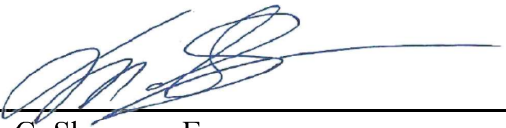
18
19 DATED: 1/27/26

**BLUMENTHAL NORDEHAUG BHOWMIK DE
BLOUW LLP**

20
21 By: 
Kyle Nordrehaug
22 Kyle Nordrehaug, Esq.
23 Attorneys for Plaintiff and the Settlement Class
24 Members

TENCERSHERMAN, LLP

25 DATED: December 24, 2025

26 By: 
27 Sam G. Sherman, Esq.
28 Attorneys for Defendant
SCRAM OF CALIFORNIA, INC.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: _____

3 **DAVID MEJIA**

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

5
6
7 DATED: January 8, 2026

8 
9 **Defendant SCRAM OF CALIFORNIA, INC.**

10 Joseph J. Saucile
11 Printed Name

12 CFO
13 Title

14 IT IS SO AGREED AS TO FORM ONLY BY COUNSEL:

15 DATED: _____

16 **WEBB LAW GROUP**

17 By: _____
18 Lenden Webb, Class Counsel.

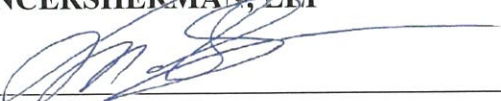
19 DATED: _____

20 **BLUMENTHAL NORDEHAUG BHOWMIK DE**
21 **BLOUW LLP**

22 By: _____
23 Shani O. Zakay, Esq.
24 Attorneys for Plaintiff and the Settlement Class
25 Members

26 DATED: December 24, 2025

27 **TENCERSHERMAN, LLP**

28 By: 
Sam G. Sherman, Esq.
Attorneys for Defendant
SCRAM OF CALIFORNIA, INC.

TENCERSHERMAN, LLP
12520 High Bluff Dr, Ste 230; San Diego, CA 92130
TEL: 858-408-6900; FAX: 858-754-1260

Mejia v. SCRAM OF CALIFORNIA, INC.
San Mateo County Superior Court
Case No. 23-CIV-03702

DECLARATION OF SERVICE

I, the undersigned, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the above-entitled action; my business address is 12520 High Bluff Drive, Suite 230, San Diego, California 92130. On February 2, 2026, I served the following:

1. STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS

☒ (BY ELECTRONIC MAIL – CCP § 1010.6(a)(6); CRC Rule 2.251) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused such documents described herein to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ (BY ELECTRONIC SERVICE VIA FIRST LEGAL) Based on court order or an agreement of the parties to accept service by electronic transmission or by e-filing a document with the court, I caused the above-entitled document(s) to be served through First Legal at <https://www.firstlegal.com/> addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the First Legal Receipt Page/Confirmation will be maintained with the original document(s) in this office.

on the following individuals:

Lenden F. Webb, Esq. Katherine E. Cervantes, Esq. WEBB LAW GROUP, APC 10509 Vista Sorrento Parkway, Suite 450 San Diego, CA 92121	Attorneys for Plaintiff DAVID MEJIA T: (619) 399-7700; F: (559) 821-4500 Email: LWebb@WebbLawGroup.com ; KCervantes@WebbLawGroup.com ; MEdgar@WebbLawGroup.com ; Service@WebbLawGroup.com
Norman B. Blumenthal Kyle R. Nordrehaug Aparajit Bhowmik Jeffrey S. Herman Sergio Julian Puche Trevor G. Moran BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP 2255 Calle Clara La Jolla, CA 92037	Attorneys for Plaintiff DAVID MEJIA T: (858) 551-1223; F: (858) 551-1232 Emails: norm@bamlawca.com ; kyle@bamlawca.com ; aj@bamlawca.com ; jeffrey@bamlawca.com ; sergiojulian@bamlawca.com ; trevor@bamlawca.com

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 2, 2026, at San Diego, California.