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8 Attorneys for Plaintiff,
9 NANCY STEPHENSON

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF MONTEREY**

12 NANCY STEPHENSON,

13 Plaintiff,

14 v.

15 VERONIKA VAZQUEZ DDS, INC.; and
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No.: 23CV002553

**DECLARATION OF B. JAMES
FITZPATRICK IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: September 12, 2025

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: August 7, 2023

1 I, B. James Fitzpatrick, hereby declare and state as follows:

2 1. I am an attorney duly admitted to practice in the State of California and am the
3 owner of the law firm of Fitzpatrick & Swanston, counsel of record for Plaintiff Nancy
4 Stephenson ("Plaintiff"). I have personal knowledge of the facts set forth below and if called
5 to testify I could and would do so competently.

6 2. I support this settlement as fair, reasonable, and adequate, and in the best interest
7 of the PAGA Members as a whole. Attached hereto as **Exhibit A** is a true and correct copy of
8 the PAGA Settlement Agreement, which has been approved by all Parties and is currently
9 pending execution by Defendant and defense counsel. Plaintiff's Counsel will submit a
10 supplemental declaration attaching the fully executed agreement upon receipt.

11 3. Plaintiff's Counsel's application for an award of attorneys' fees in the amount of
12 \$6,600.00 and reimbursement of litigation costs associated with the PAGA claim in the
13 amount of \$3,235.85 is reasonable and fair. These amounts are well within what is reasonable
14 and customary in both wage and hour settlements and representative action settlements in
15 general and is based on the skill displayed by Counsel, the effort and resources invested in this
16 case by Counsel, the factual and legal complexities of this case, the importance of the interests
17 which are the subject of this litigation, the risks undertaken by Counsel, and the degree of
18 success achieved by Counsel.

19 4. Pursuant to the terms of the proposed PAGA Settlement Agreement, Defendant
20 Veronika Vazquez DDS, Inc. ("Defendant") will pay the total amount of Twenty Thousand
21 Dollars and 00/100 Cents (\$20,000.00) (the "Gross Settlement Payment"). This amount
22 encompasses a settlement of PAGA claims asserted in this lawsuit, attorneys' fees to
23 Plaintiff's counsel in the amount of \$6,600.00 (33.3% of the Gross Settlement Payment),
24 Plaintiff's counsel's litigation costs associated with the PAGA claim in the amount of
25 \$3,235.85, and settlement administration costs in the amount of \$1,450.00.

26 5. Based on the amounts above, the PAGA Fund will be at least \$8,714.15.
27 Pursuant to the PAGA, this amount includes approximately \$6,535.61 to be distributed to the
28 California Labor and Workforce Development Agency ("LWDA"), and approximately

1 \$2,178.54 to be distributed to the “PAGA Settlement Members,” “all individuals who are or
2 previously were employed by Defendant in California, who are or were classified as hourly,
3 non-exempt employees, at any time during the PAGA Period.” The proposed settlement,
4 moreover, does not release any substantive claims of PAGA Settlement Members, merely their
5 rights to bring PAGA claims predicated on the same violations of the Labor Code raised in this
6 Action that accrued during the PAGA Period.

7 6. In light of the above, the proposed settlement constitutes an adequate, fair, and
8 reasonable settlement on behalf of the State of California and PAGA Settlement Members and
9 accomplishes the goals of PAGA.

10 7. **Summary of the Litigation and Settlement:** Defendant is a California
11 Corporation engaged in the profession of dentistry and operating under Veronika Vazquez,
12 DDS. Defendant’s practice is located at 110 Harden Parkway, Suite 102, Salinas, California.

13 8. On July 24, 2023, Plaintiff submitted a Notice of Labor Law Violations to the
14 Labor and Workforce Development Agency and Defendant asserting claims for civil penalties
15 pursuant to PAGA predicated on violations of Labor Code §§ 201, 201.3, 202, 203, 204,
16 208, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1194, 1197, 1197.1,
17 1198, 1199, 2699, 2800, 2802.

18 9. On August 7, 2023, Plaintiff filed her Complaint alleging Defendant’s failure to
19 pay for all hours worked, failure to pay all minimum and overtime wages owed, failure to
20 timely pay wages, failure to provide meal and rest periods or pay premium compensation in
21 lieu thereof, failure to reimburse for work-related expenses, and failure to provide accurate
22 wage statements as required by law.

23 10. On December 7, 2023, Plaintiff filed her First Amended Complaint, adding a
24 PAGA cause of action premised on the same Labor Code violations.

25 11. On October 22, 2024, Plaintiff filed a Second Amended Complaint (i) adding
26 FEHA allegations relating to sexual harassment, retaliation, and wrongful termination; (ii)
27 adding Dr. Gregory M. Roos as a defendant; and (iii) adding seven new causes of action for
28 (1) failure to pay vested vacation wages, (2) whistleblower retaliation in violation of Labor

1 Code § 1102.5, (3) sexual harassment in violation of FEHA, (4) sex discrimination in violation
2 of FEHA, (5) failure to investigate and prevent harassment and discrimination in violation of
3 FEHA, (6) wrongful termination in violation of Public Policy, and (7) Intentional Infliction of
4 Emotional Distress.

5 12. On June 14, 2024, the Parties participated in a private mediation conducted by
6 Elizabeth Leitzinger, Esq. of Fenton & Keller, a neutral with extensive experience in
7 employment and wage-and-hour matters.

8 13. During the mediation, the Parties engaged in meaningful and good-faith
9 negotiations, exchanging information and evaluating the strengths and risks associated with
10 their respective positions. Although a settlement was not reached on the day of mediation, the
11 Parties continued to engage in further discussions. As a result of these continued efforts and
12 arms-length negotiations, the Parties ultimately reached a mutually agreeable resolution of the
13 individual and PAGA claims.

14 14. Thereafter, the Parties entered into the Settlement Agreement, a true and correct
15 copy of which is attached hereto as Exhibit A. The Parties also reached an agreement to settle
16 Plaintiff's individual claims, which has since been memorialized in a separate Confidential
17 Settlement Agreement and Release of Claims¹ (the "Confidential Individual Settlement").

18 15. The material terms of the Settlement are described below and set forth in detail
19 in the Settlement Agreement attached hereto as Exhibit A.

20 16. **The PAGA Settlement Members:** The "PAGA Settlement Members" affected
21 by this Settlement include "all individuals who are or previously were employed by Defendant
22 in California, who are or were classified as hourly, non-exempt employees, at any time during
23 the PAGA Period." The PAGA Period commences on July 24, 2022 through March 1, 2025
24 (subject to the escalator provision set forth in Paragraph 28 of the Settlement Agreement).

25 17. Based upon Defendant's records, there are 26 PAGA Settlement Members.
26 Defendant also represents that the total number of pay periods worked by PAGA Settlement
27

28 ¹ I will provide the Court with a copy of the Confidential Settlement Agreement and Release ("Confidential Individual Settlement") at the Court's request.

Members during the PAGA Period is approximately 699 (“PAGA Pay Periods”).

18. **The Gross Settlement Amount:** The Settlement Agreement requires Defendant to pay the Gross Settlement Payment of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00). The terms of the Settlement Agreement provide for an award of attorneys’ fees and reimbursement of litigation costs to Plaintiff’s counsel, and settlement administration costs.

19. **Attorneys’ Fees and Reimbursement for Litigation Costs:** As part of the Settlement Agreement, Defendant does not object to Plaintiff’s counsel’s request for attorneys’ fees of \$6,600.00 (33.3% of the Gross Settlement Payment), plus reimbursement of litigation costs in the amount of \$3,235.85, subject to the Court approving this Settlement. Any portion of the attorneys’ fees and costs not approved by the Court will be added to the PAGA Fund.

20. **Settlement Administration Costs:** The Settlement Agreement provides for the payment of fees and expenses reasonably incurred by the Settlement Administrator. The Parties have agreed to utilize Phoenix Class Action Administration Solutions (“Phoenix Settlement Administrators”) to administer the Settlement, with the administration costs estimated not to exceed \$1,450.00.

21. **The PAGA Fund:** The PAGA Fund is the balance of the Gross Settlement Payment remaining after the deduction of the Court-approved: (i) attorneys’ fees (\$6,600.00); (ii) litigation costs (\$3,235.85); and (iii) Settlement Administration Costs (\$1,450.00). Counsel estimates that the PAGA Fund will be at least \$8,714.15. In light of the Confidential Individual Settlement resolving her individual wage and hour and FEHA claims, Plaintiff does not request a service award as the PAGA representative.

22. Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Fund, or approximately \$6,535.61, will be distributed to the LWDA for PAGA penalties. The remaining twenty-five percent (25%) of the PAGA Fund, or approximately \$2,178.54 will be distributed to the PAGA Settlement Members. (Ibid.)

23. The portion of the PAGA Fund distributed to the PAGA Settlement Members will be distributed on a pro rata basis, based on the number of pay periods each PAGA

1 Settlement Member worked for Defendant during the PAGA Period divided by the aggregate
2 total number of pay periods worked by all PAGA Settlement Members.

3 24. Defendant has represented that there are approximately 26 PAGA Settlement
4 Members who collectively worked a total of approximately 699 pay periods during the PAGA
5 Period.

6 25. Based thereon, on a raw average, each PAGA Settlement Member may
7 potentially recover approximately \$83.79 ($\$2,178.54 \div 26$ PAGA Members), or approximately
8 \$3.12 ($\$2,178.54 \div 699$ pay periods) per pay period, from the portion of the PAGA Fund
9 attributable to the PAGA Settlement Members. The amount any particular PAGA Settlement
10 Member will be entitled to recover will fluctuate depending on the number of pay periods he
11 or she worked as a non-exempt employee in California during the PAGA Period. This is fair,
12 as it directly allocates greater penalties to individual PAGA Settlement Members who have
13 allegedly suffered greater harm.

14 26. **Uncashed Checks:** Funds from any checks that have not been cashed within 180
15 days of issuance do not revert and shall be paid to the designated cy pres recipient:
16 Watsonville Law Center. Neither counsel nor their respective firms have any relationship with
17 the proposed cy pres recipient that would create an actual or potential conflict of interest. The
18 Parties further agree that the proposed cy pres recipient, satisfies the legislative intent set out
19 in Code of Civil Procedure § 384(a), in that the organization helps further the purposes of the
20 underlying action and promote justice for all Californians.

21 27. **The Settlement is Fair and Reasonable as it Recognizes the Inherent Risk of**
22 **Litigation:** Although Plaintiff is reasonably confident that she would prevail at trial,
23 proceeding in litigation entails significant risk on the underlying merits of Plaintiff's theory, in
24 addition to the still-evolving law under PAGA. Here, in light of the size of the PAGA Group
25 and the number of pay periods and claims, there is a significant risk that Defendant would be
26 unable to pay a large settlement or a large judgment, if one were to be required or have
27 occurred.

28 28. **Defendant's Ability to Pay a Large Judgment:** As a preliminary matter,

1 Courts are to consider the amount of money that a defendant has available. A defendant's
2 ability to pay a judgment larger than that provided by the proposed settlement is a relevant
3 consideration for the court. Here, in light of the size of the PAGA Members and the number
4 of pay periods, there is a significant risk that this Defendant would be unable to pay a large
5 settlement or a large judgment, if one were to be required or had occurred. Defendant argued
6 that if Plaintiff litigated this case through trial and was successful, Defendant would be pushed
7 to insolvency. Accordingly, even if Plaintiff succeeded, a judgment may not have been
8 collectable. Thus, the settlement is fair, reasonable, and adequate, given the inherent risks of
9 litigation, including the substantial risks and the costs of pursuing such litigation. The
10 settlement is the result of extensive arm's-length negotiations between the Parties and their
11 counsel and was facilitated by an experienced and neutral mediator.

12 29. **Plaintiff's Claims are Contested:** Plaintiff asserts that her representative
13 PAGA claims are based on the allegations that Defendant failed to pay premium overtime
14 wages, failed to provide off-duty meal and rest periods, failed to reimburse employees for
15 work-related expenses; and failed to provide accurate itemized wage statements. Defendant
16 argued that Plaintiff's claims were unreliable and based on estimates of the times she worked.

17 30. **Unpaid Wages:** Plaintiff alleges that Defendant failed to pay for all hours
18 worked. According to Plaintiff, Defendant did not compensate the employees for overtime
19 hours worked. Plaintiff maintains that Defendant's results in unpaid overtime premium wages,
20 and are inconsistent with California law and regulatory scheme.

21 31. **Unlawful Meal and Rest Periods:** Plaintiff also alleges that Defendant failed to
22 provide timely and compliant meal and rest periods. Plaintiff alleges that she and the
23 employees' meal and rest periods were missed, interrupted, or late due to Defendant
24 scheduling patients during their such period. Defendant's sampling of payroll records shows
25 that employees did not receive premium pay for missed, interrupted, or late meals and rest
26 periods. Defendant argued that employees did receive compliant meal and rest periods.

27 32. Defendant disputed the existence of a common policy that required employees to
28 miss and/or interrupt their breaks to perform work-related tasks.

1 33. **Failure to Reimburse Business Expenditures:** Plaintiff further alleged that
2 Defendant regularly and consistently violated Labor Code section 2802 by failing to reimburse
3 employees for expenses incurred in the performance of their duties, including expenses
4 associated with the use of personal phones for mandatory work-related phone calls. Defendant
5 denied Plaintiff's allegations. According to Defendant, employees were not required to use a
6 personal cell phone to communicate before, during, or after the workday. Thus, according to
7 Defendant, the decision to use a cell phone for business purposes is personal and not required
8 by company policy.

9 34. **Wage Statements:** With respect to Plaintiff's wage statement claim, as a further
10 consequence of Defendant's failure to record the actual hours worked by Plaintiff and the
11 employees, Defendant failed to provide the employees with complete and accurate itemized
12 wage statements.

13 35. **The Potential Value of the PAGA Claims:** Although Plaintiff's Counsel
14 believe there is merit to Plaintiff's allegations, Plaintiff's Counsel acknowledges a legitimate
15 controversy exists as to each allegation. In other words, based on Plaintiff's Counsel's
16 investigation and analysis, the maximum exposure did not comport with the reasonable
17 exposure that Defendant faced. Specifically, Defendant argued that it paid all overtime
18 premium wages, that it maintained compliance with all its meal and rest period obligations,
19 and that any missed rest and meal period was solely the result of employees' voluntary choice,
20 and that it did not require its employees to use its personal cell phones, and for the wage
21 statements that were allegedly inaccurate, Defendant asserts the employees suffered no actual
22 damage or harm as a result. Here, Plaintiff's Counsel is aware that Defendant could make a
23 compelling argument that the award of PAGA penalties would be confiscatory. Indeed, total
24 PAGA exposure vastly exceeds the value of alleged unpaid wages, and a full penalty award
25 could cripple Defendant's business and result in bankruptcy. Due to the discretionary nature
26 of PAGA penalties, PAGA civil penalties are difficult to evaluate.

27 36. Based on the data provided by Defendant *prior* to mediation, Plaintiff's Counsel
28 estimated 18 aggrieved employees who worked a total of 891 pay periods. Assuming a

1 \$100.00 civil penalty per pay period (total 891 estimated pay periods), Defendant's *maximum*
2 exposure for civil penalties under PAGA was estimated to be \$89,100.00 (\$100 x 891 pay
3 periods). Considering due process concerns related to penalizing Defendant
4 disproportionately to the amount of damages at issue, and the discretionary nature of awarding
5 penalties, it is reasonable to assume for resolution purposes, that a violation occurred in
6 approximately three-tenths (or 0.30) of all pay periods resulting in a *realistic, risk-adjusted*
7 exposure of \$26,730.00 (\$89,100.00 maximum exposure x 0.30).

8 37. When applying the correct pay period data—reflecting 699 total pay periods
9 rather than the estimate used at mediation—Defendant's *maximum* exposure under PAGA is
10 \$69,900.00, based on a \$100.00 penalty per pay period (\$100 x 699 pay periods). Applying
11 the same risk-adjustment factor of three-tenths (or 0.30), the *realistic, risk-adjusted* exposure
12 would be \$20,970.00.

13 38. At mediation, Plaintiff's Counsel estimated 891 pay periods. Under those
14 assumptions, the proposed settlement of \$20,000.00 represented approximately 75% of the
15 realistic exposure ($\$20,000 \div \$26,730$) and 23% of the maximum exposure ($\$20,000 \div$
16 $\$89,100$). Using the correct number of pay periods, which is 699, the proposed settlement of
17 \$20,000.00 now represents approximately 95% of the realistic exposure ($\$20,000 \div \$20,970$)
18 and 29% of the maximum exposure ($\$20,000 \div \$69,900$), further supporting the fairness and
19 adequacy of the settlement.

20 39. **The Attorneys' Fees are Reasonable:** With respect to Plaintiff's Counsel's
21 lodestar, Plaintiff's Counsel will have expended approximately 46.2 hours (40 attorney hours
22 + 6.2 paralegal hours) litigating this case, which includes anticipated time spent after approval
23 responding to correspondence and phone calls from PAGA Settlement Members, the
24 Settlement Administrator, and defense counsel. Attached hereto as **Exhibit B** is a true and
25 correct copy of a detailed summary of tasks and hours spent by this firm in litigating this case.

26 40. Plaintiff's counsel's skill and experience justify the requested rates. Plaintiff's
27 counsel has significant experience in the area of employment and wage and hour actions.
28 Specifically, Plaintiff's counsel's practice focuses on representing employees in employment

1 matters, particularly wage and hour cases. As such, based on the hours and reduced hourly
2 rate of \$595.00, Plaintiff's Counsel's lodestar amount through the finalization of this
3 settlement – without a multiplier – will be approximately \$23,800.00.

4 41. **Experience/Qualifications:** I am familiar with all aspects of this case and all
5 tasks undertaken by the various members of this firm in litigating this case. As a result of my
6 firm's diligence in pursuing the factual and legal issues presented by this case, we were able to
7 realistically assess the claims, prepare damages, and exposure. All work performed by our
8 office is done on a contingency basis. Our firm has received no compensation for the time
9 invested or expenses incurred in litigating this case. We have prosecuted this litigation up to
10 this point, taking the risk that we ultimately would not receive any compensation for our work.

11 42. The hourly rate for attorneys in this firm is \$800.00, and the hourly rate for
12 paralegals is \$185.00. Since at least 2020, I have been approved at hourly rates of \$750.00
13 and \$800.00 per hour by various Courts, in several matters, including, in the matters entitled:
14 *Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC*, Santa Cruz County Superior
15 Court, Case No. 21CV01286; *Sione Fuapau v. LHOIST North America of Arizona, Inc.*,
16 United States District Court, Northern District of California, Case No. 20-CV-04404-VKD;
17 *Sandra Lopez v. Motel 6 Operating, L.P.*, Ventura County Superior Court Case No. 56-2020-
18 00542312-CU-OE-VTA; *Christina Mendoza v. Planned Parenthood Mar Monte, Inc.*, Santa
19 Clara Superior Court, Case No. 18CV329544; *Javier Mendoza v. National Vision, Inc.*, United
20 States District Court, Northern District of California, Case No. 19-CV-01485-SVK; *Valarie*
21 *Murray v. Granite Wellness Centers*, Nevada County Superior Court, Case No. CU20-084680;
22 *Nicolas Serafica v. HGST, Inc.*, Santa Clara County Superior Court Case No. 21CV386574;
23 and *Curtis White v. Cortech West Staffing, LLC*, San Joaquin County Superior Cort, Case No.
24 STK-CV-UOE-2023-0000029.

25 43. In this motion, I request an attorney hourly rate of \$595.00. Accordingly, the
26 total lodestar for attorney hours will be approximately \$23,800.00 (\$595.00 x 40 attorney
27 hours).
28

1 44. Having represented both employees and employers during my practice, I am
2 familiar with the contingent fee market throughout Northern California, where I primarily
3 practice law, and in other areas of the state in which my firm regularly litigates. Considering
4 our experience and my knowledge of the market, I believe that the hourly rates charged by my
5 firm, and previously approved by this Court, are fair and reasonable and less than those
6 charged by my colleagues in other areas of California and the national market for prosecuting
7 representative actions.

8 45. I received my bachelor's degree from the University of California, Santa Barbara
9 and my Juris Doctor degree from the University of Santa Clara School of Law. I have
10 practiced law since 1987. The primary emphasis of my practice is employment litigation. I
11 have represented both employers and employees. Over 15 years ago, my office commenced
12 handling plaintiff representative action wage and hour cases. Since then, my office has
13 handled hundreds of wage and hour cases to conclusion and has been counsel and/or co-
14 counsel in over 100 class and representative actions. My firm currently has wage and hour
15 cases in Alameda County Superior Court, Monterey County Superior Court, Nevada County
16 Superior Court, Santa Clara Superior Court, San Benito Superior Court, San Bernardino
17 County Superior Court, San Joaquin County Superior Court Santa Cruz Superior Court,
18 Ventura County Superior Court, and the United States District Courts for the Eastern and
19 Northern District of California.

20 46. My firm risked not only a great deal of time, but also significant expense to
21 ensure the successful litigation of this action on behalf of all employees. In addition to the
22 supporting documentation and legal authority presented in Plaintiff's moving papers, the
23 attorneys' fees proposed are not just fair and reasonable; they are necessary in order to
24 incentivize attorneys to take on the risk of time and expense associated with representative
25 actions. Indeed, many times counsel expend enormous amounts of work and out of pocket
26 costs in the interest of aggrieved employees and/or the State of California, only to end up
27 without any recovery whatsoever. For example, my firm expended significant time and
28

1 expenses in a wage/hour class and PAGA action, only to have the District Court grant
2 summary judgment in its entirety against plaintiff. See *Guynn-Neupane*, 2021 WL 4481661
3 (N.D. Cal. Sep. 30, 2021). There are actual risks that Plaintiff requests this Court take into
4 account when considering the requested attorneys' fees.

5 47. **The Costs are Reasonable:** Additionally, Plaintiff's counsel's request for
6 reimbursement of litigation costs in the amount of \$3,235.85² is also reasonable. As set forth
7 in Plaintiff's counsel's declaration, Plaintiff's counsel incurred costs that were directly
8 incurred in the prosecution of this action, including complex and filing fees, and the mediation
9 before an experienced neutral mediator with expertise in wage and hour litigation. As such,
10 the requested costs should be awarded as fair and reasonable. Attached hereto as **Exhibit C** is
11 a true and correct copy of my firm's total costs.

12 48. **The Settlement Administrator's Fees Should be Approved:** The Settlement
13 Agreement allocates \$2,000.00 for settlement administration costs. The Parties were able to
14 secure a competitive bid from Phoenix Class Action Administration Solution not to exceed
15 \$1,450.00 to send notices and administer this settlement, which shall be paid out of the Gross
16 Settlement Amount. Phoenix Settlement Administrators is a well-recognized class action
17 settlement administrator, and submitted the lowest bid of the two potential settlement
18 administrators solicited by Plaintiff's Counsel. The bid includes preparing the Notice in
19 English and Spanish. The Parties believe that the administration fee is reasonable and should
20 be approved, as it results in an anticipated cost of approximately \$55.77 per employee, which
21 is commensurate with similar settlements. The \$550.00 difference between the allocated
22 amount and the bid will be added to the PAGA fund, thereby increasing the amount payable to
23 the LWDA and PAGA Members.

24 49. **Notice to the LWDA Has Been Provided:** Plaintiff uploaded the instant
25 motion, the Settlement Agreement, and Proposed Order to the LWDA's website. Attached

26 _____
27 ²Plaintiff's Counsel has incurred \$5,488.42 in litigation costs to date and anticipates an additional \$70.50 for
28 costs related to this motion and the final accounting declaration, for a total of \$5,558.92. Of this total, \$3,235.85
is allocated to the PAGA claim. Except as noted, costs were divided equally between the individual and PAGA
claims, with advanced jury fees allocated 100% to the individual claims and the complex case fee allocated 100%
to the PAGA claim.

1 hereto as **Exhibit D** is a true and correct copy of the LWDA submission confirmation.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct and if called as a witness I could and would competently testify to
4 each of the matters stated herein, and I state that these matters are based upon my own
5 personal knowledge acquired through first-hand observation, except where stated otherwise.
6 This declaration was executed by me on June 18, 2025, in Salinas, California.

7
8 /s/ B. James Fitzpatrick

9 _____
B. James Fitzpatrick

PROOF OF SERVICE

I am employed in the County of Monterey, State of California. I am over the age of 18 and not a party to the within action; my business address is FITZPATRICK & SWANSTON, 555 S. Main Street, Salinas, California 93901.

On the date written below, I served the foregoing document(s), described as
**DECLARATION OF B. JAMES FITZPATRICK IN SUPPORT OF PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

on the interested parties in this action as indicated below and by the following means:

Christopher W. Olmsted
Marie M. Hulen
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
4660 La Jolla Village Dr., Ste. 900
San Diego, CA 92122
Tel: 858-652-3101
Facsimile: 858-652-3101
christopher.olmsted@ogletreedeakins.com
marie.hulen@ogletreedeakins.com

xx _____

(BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6 and Cal. Rules of Court, Rule 2.251, I caused the document(s) to be served, addressed to the person(s) at the e-mail address(es) listed above. I did not receive within a reasonable time after e-service, any electronic message or other indication that e-service was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 18, 2025, at Salinas, California.

/s/ Josie Favila

Josie Favila