SHARON R. VINICK, ESQ., State Bar No. 129914
E-Mail: sharon@levyvinick.co
VINICK HYAMS LLP
66 Franklin Street, Suite 300
Oakland, CA 94607
Tel.: (510) 318-7700
Fax: (510) 318-7701

RACHEL TERP, ESQ., State Bar No. 290666
E-Mail: rachel@terplaw.com
TERP LAW P.C.
2831 Telegraph Avenue
Oakland, CA 94609
Tel.: (510) 550-5103

Attorneys for Plaintiffs Antonio Loera, Jr. and Charlotte Daniels, the FLSA Collective, and the Putative Class

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO COURTHOUSE

ANTONIO LOERA, JR. and CHARLOTTE DANIELS, on behalf of themselves and all others similarly situated, Plaintiff, vs. COUNTY OF ALAMEDA, a political subdivision of the State of California, Defendant.	Case No. 3:23-cv-00792-LB **DECLARATION OF ATTORNEY RACHEL TERP ISO MOTION FOR PRELIMINARY APPROVAL** Date: April 30, 2026 Time: 09:30 a.m. Courtroom: B, 15th Floor Judge: Hon. Laurel Beeler Complaint Filed: February 22, 2023 FAC Filed: December 4, 2023 Trial Date: NA

I, Rachel Terp, declare as follows:

1. I am an attorney duly licensed to practice law before all courts in the State of California and this Court, and counsel for Plaintiffs Antonio Loera, Jr. and Charlotte Daniels in this action. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class and Collective Action Settlement and Certification of Collective Class. I have personal knowledge of the facts set forth herein, and if called upon to testify, I could and would competently do so.

Rule 23 Requirements

2. Numerosity is met because there are roughly 85 Class Members.

3. The allegations cover a single job title, Sheriff's Safety Aid ("SSA"), a position recognized in a collective bargaining agreement and Defendant already produced an SSA list for FLSA collective notice. The claims pertain to work performed by SSAs assigned to work shifts at a single general location, that is, Oakland International Airport ("OAK"), and their travel in employer vans from their shift-starting point at Airport Police Services ("APS") Station to OAK and then back to APS at the end of their shift. Note that some SSAs report that they were occasionally assigned shifts at the Alameda County Santa Rita Jail. The claims in this case do not pertain to shifts worked at Santa Rita Jail.

4. The claims and defenses of Plaintiffs are typical of the California Class. Plaintiff Daniels worked and Plaintiff Loera works as an SSA. Plaintiffs allege that they and fellow SSAs were not paid for hours worked in excess of eight (8) hours a day and forty (40) house a week based on ACSO's policies and practices that, *inter alia*: caused SSAs to work before scheduled shifts by requiring them to arrive fifteen (15) minutes early to each shift to attend a muster meeting and board a rover van; and, caused SSAs to work after scheduled shifts by requiring SSAs to wait until the rover van dropped off their replacement before they could end their shift, typically, by boarding the van to return to APS, their workday starting point.

5. Plaintiffs satisfy the adequacy requirement of Rule 23(a)(4) because they have no conflicts of interest with Class Members and are represented by experienced counsel.

6. Common questions of fact and law predominate over individual issues for Class Members, including whether Defendant had policies, practices, or procedures that required employees

to adhere to uncompensated pre- and post-shift routines that resulted in unpaid off-the-clock work, including requiring mandatory attendance at muster meetings, utilizing a one-for-one drop off system for staffing posts, and discouraging SSAs from reporting off-the-clock hours worked.

7. In addition to the eleven (11) SSA declarations filed in support of conditional certification, which would also support class certification, Plaintiffs also collected an additional five signed declarations in support of class certification. Plaintiffs' counsel interviewed many more SSAs in the process of litigating this case, with responses supporting class claims.

Settlement Agreement

8. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation of Class and Collective Action Settlement (hereinafter, "Settlement Agreement").

Class and Collective Definitions

9. The operative Second Amended Complaint ("SAC") and the attached Settlement Agreement provide substantively identical definitions of the proposed California Class, therein referred to as "Class Members" except that the Settlement specifies a cut-off date representing the date that the Parties agreed to a short form settlement.

10. The operative Second Amended Complaint ("SAC") and the attached Settlement Agreement provide substantively identical definitions of the proposed FLSA Collective, therein referred to as "FLSA Class Members" except that the Settlement specifies a cut-off date representing the date the Parties agreed to a short form settlement, and excludes "individuals in similar or related positions" because only SSAs opted in and discovery indicated that only SSAs were subject to the wage violations.

Monetary Distribution

11. The Settlement Agreement provides for a Net Settlement Amount that will be equal to at least $421,500, which will be used to pay individual settlement awards for Participating Class Members. The minimum Net Settlement Amount of $421,500 is calculated by subtracting from the Maximum Settlement Amount ($650,000) the proposed Class Counsel Award ($162,500 in fees and $36,000 in costs) and the proposed Class Representative Services Award ($15,000 to Loera and $15,000 to Daniels).

12. The Net Settlement Amount of $421,500 will be allocated 50:50 ($421,500/2 = $210,750) between the FLSA Class Members for their overtime claims ($210,750) and the Class Members for their minimum wage claims. ($210,750). Zero (0) dollars were allotted to the PAGA claim, and Plaintiffs filed the Settlement with the LWDA on March 23, 2026.

13. Plaintiffs' counsel estimates that there are eighty-five (85) Class Members based on their analysis of the list of SSA names provided for FLSA notice, informal investigation, and pay documentation provided in discovery, demonstrating documented hours worked and/or pay periods within the Class Period.

14. Plaintiffs' counsel estimates that of the sixty (60) SSAs who submitted opt in forms to join the FLSA collective, there are 56 FLSA Class Members, representing the number of SSAs who opted into the FLSA collective prior to the close of the FLSA opt-in period, who have documented hours worked and/or pay periods within the FLSA Period.

15. The Maximum Settlement Amount of $650,000 equates to $7,647.05 on average, per SSA based on dividing the Maximum Settlement Amount ($650,000) by the number of Class Members (85).

16. The Net Settlement Amount of $421,500 equates to $4,958.82 on average, per eligible SSA after requested attorney fees, costs, and service awards are subtracted – based on dividing the Net Settlement Amount ($421,500) by the number of Class Members (85). As between the Class Members and the FLSA Class Members the average distribution of the Net Settlement Amount would differ. Class Members average share equates to $2,479.41 based on the $210,750 allocation divided by the number of Class Members (85). FLSA Class Members average share equates to $3,763.39 based on the $210,750 allocation divided by the number of Class Members (56). The average share for an FLSA Class Member who is also a Class Member equates to $6,242.80 (or $2,479.41 plus $3,763.39).

17. FLSA Class Members will receive a proportionate share of the amount allocated to the FLSA Class Members based on the number of Compensable Weeks worked during the FLSA Class Period in relation to the number of Compensable Weeks worked by all FLSA Class Members during the FLSA Class Period. In more straightforward terms, this means that and Individual FLSA Class

Member's monetary share = $210,750 * (Individual FLSA Class Member's # of Workweeks) / (Total # Workweeks worked by all FLSA Class Members).

18. Participating Class Members will receive a proportionate share of the amount allocated to Class Members based on the number of Compensable Weeks worked during the Class Period in relation to the number of Compensable Weeks worked by all Participating Class Members during the Class Period. In other words, a Participating Class Member's monetary share = $210,750 * (Participating Class Member's # of Workweeks) / (Total # Workweeks worked by all Participating Class Members).

Notice

19. Attached hereto as **Exhibit 2** is a true and correct copy of the Notice Packet.

20. As part of the Notice Packet, each Class Member will receive an "Employment Information Sheet" that sets forth the information on which their Individual Settlement Award will be calculated, *i.e.*, dates of employment, total number of Compensable Workweeks during the Class Period, the FLSA Settlement Award, and the estimated Individual Settlement Award. A Class Member's estimated Individual Settlement Award is equal to $210,750 * (Class Member's # of Workweeks) / (Total # Workweeks worked by all Class Members).

21. The Notice was developed from a sample obtained through the Impact Fund Notice Project Template © Impact Fund 2024, a project seeking "to improve access to justice in class action lawsuits by helping class action litigators send clearer class action notices" (available at: https://www.impactfund.org/notice-project). The language of the notices is intended to be easily understood and is in English because SSAs are required to speak English to perform the job.

22. In my professional opinion, the Notice by mail to SSAs is adequate in this case because as SSAs have been active in the case, and most have already been in touch with Plaintiffs' counsel, as well as contacted through the FLSA notice process.

Claims Administrator

23. Plaintiff has experience with ILYM, the settlement administrator that the Parties have agreed to utilize because ILYM served as the administrator of the FLSA Collective Notice that issued earlier in this litigation. In my professional opinion, ILYM performed that responsibility competently. I

have not otherwise had experience working with the administrator in the past.

Cy Pres

24. Parties and their counsel have no present relationship with East Bay Community Law Center. EBCLC provides a variety of legal services to low-income individuals throughout Alameda County. Over a decade ago, I performed work for EBCLC as a law student, post graduate fellow, and as a volunteer attorney.

25. Given the responsiveness of the class, the high level of awareness about the case, and the fact that Defendant employees many former SSAs, Plaintiffs anticipate that the *cy pres* amount, if any, will be small.

Enhancement Payments to Named Plaintiffs

26. Plaintiffs ask that the Court include the maximum request in the Notice so the Class can be informed of it. SSAs are benefiting to a high degree from Plaintiff's efforts. Plaintiffs secured significant financial recovery for current and former SSAs. Additionally, the lawsuit brought an end to the major practices in dispute in the litigation, which had been reportedly been in place for over a decade. By this litigation and resulting settlement, SSAs will receive money, and reclaim their pre- and post-shift time. Plaintiffs were instrumental in helping counsel understand the job duties, and issues with the muster and van policies, and documentation to request and which Defendant produced in discovery. They came into the office to discuss the claims, sign relevant documentation, and to deliver documents provided to them by other SSAs. They reviewed relevant documentation and provided feedback. They checked in regularly about the case. Overall, Plaintiffs were very active and engaged class representatives.

Attorney Fees and Costs Request

27. Plaintiffs seek reasonable attorney fees measured by a benchmark percentage of the recovery, i.e. twenty-five percent (25%) of the Maximum Settlement Amount in this common fund case. Plaintiffs' Counsel has a lodestar (hours labored multiplied by hourly rate) that exceeds this benchmark. A lodestar cross-check of the attorney fees requested would therefore result in a negative multiplier.

28. Plaintiffs' Counsel expects to incur an additional 80 hours of time to bring this case to a

close, including: preparing for and appearing at the preliminary approval hearing; overseeing the notice process, addressing class member inquires and responding to any objections; preparing a final approval motion with supporting declarations from counsel, plaintiffs, and the claims administrator; preparing a motion for fees, costs and enhancements with supporting declarations from counsel and the two class representatives, and others; appearing at the final approval hearing; and ensuring that the settlement funds are timely and correctly disbursed.

29. The requested fee is reasonable where Plaintiffs' counsel achieved significant monetary and non-monetary results for the class, took on the risk of non-payment by prosecuting the case on a contingency basis, and litigated as efficiently as possible because of their expertise in litigating complex wage and hour cases, and despite facing conflicting representations from Defendant regarding the availability of key data.

30. Before settlement, Plaintiffs' Counsel obtained FLSA conditional certification, and SSAs and fought hard to obtain basic discovery (despite repeated representations by the County about the non-availability of documentation).

31. In addition, Plaintiffs' Counsel collectively have already incurred over $30,000 in actual out-of-pocket litigation costs, and will incur additional expenses to complete this process. These expenses include the types of litigation costs that courts routinely approve, including filing fees, research expenses, document processing costs, mediator fees, and others. They also include $22,518.00, in expert costs for calculating damages which involved converting data from the form provided by Defendant.

Settlement Negotiations and Considerations

32. The settlement was the product of serious, non-collusive, arm's-length negotiations and was reached after mediation with Hon. Amy Hogue (Ret.). On December 10, 2024, the Parties attended a day long zoom mediation with Mediator Hogue. The Parties did not settle on that date. With the continued assistance of the mediator, the Parties arrived at a short form settlement on January 14, 2025. Subsequent negotiations focused on the terms of the long-form settlement agreement, which the Parties signed on March 3, 2026. The strength of the claims combined with the reduced exposure resulting from Defendant's policy change made settlement possible.

33. The proposed Settlement was reached after substantial investigation and formal discovery. In addition to extensive informal investigation including investigatory interviews, and declaration gathering, Plaintiffs obtained substantial discovery from Defendant. Prior to mediation, Plaintiffs fought to obtain from Defendant production of essential documents for evaluating the claims. By the time of mediation, Defendant had produced and Plaintiffs' counsel had reviewed roughly nineteen thousand (19,000) pages of records, including collective bargaining agreements ("CBAs"), policies and procedures, personnel files, rover van and radio logs, and for FLSA opt ins their paystubs, daily payroll data in pdf Excel format, bodycam audit trails.

34. Plaintiff's counsel analyzed the minimum wage damages for the eighty-five (85) class members. For the purpose of calculating damages, Plaintiff's counsel assumed that there were four (4) fully staffed Teams of SSAs – Teams A, B, C, and D; each team had twelve (12) members; and each team worked four (4) shifts per week. Each shift resulted in wage violations of roughly fifteen (15) minutes before the scheduled shift and fifteen (15) minutes after the scheduled shift, for a total of thirty (30) minutes of off-the-clock work per shift. Plaintiffs assumed that there were two-hundred and twenty-four (224) workweeks between the earliest date covered by the minimum wage claims, February 22, 2020, and the date by which the rover van practice ceased, June 8, 2024. Plaintiff's counsel applied the 2024 minimum wage in California of sixteen dollars per hour ($16/hr). Plaintiffs arrived at an estimate of best-day minimum wage damages equal to $688,128 using the following calculation:

a. (4 teams) * (12 team members) * (224 workweeks) * (4 shifts per week) * (1/2 hour per shift) * ($16 minimum wage rate) = $344,064 minimum wages;
b. Plus $344,064 liquidated damages (Cal. Lab. Code § 1194.2);
c. (4*12*224*4*1/2*$16)*2 = $688,128

35. Plaintiffs engaged an expert to develop an overtime damages model for the 56 FLSA opt ins. The expert processed FLSA opt-in payroll data produced to Plaintiffs by Defendant in pdf and excel format. The expert then calculated hours worked for each FLSA opt-in based on relevant Time Reporting Codes: REG for "Regular," OTP for "Overtime – Premium", and OTS for "Overtime – Straight". Plaintiffs' counsel asked the expert to apply the following assumption to the FLSA opt-in data: that for

each shift worked by an FLSA opt-in, there were thirty (30) minutes of off-the-clock work performed; and that the wage violations ceased in early June 2024. After adding thirty (30) minutes to each shift worked by an FLSA opt in, the expert calculated the number of additional hours reflected, as well as the number of additional hours over forty (40) in each workweek. The number of additional hours over forty (40) in a week represents the hours for which an FLSA opt in would seek damages for FSLA overtime. The expert then multiplied the number of additional total hours over forty (40) in each workweek by the FLSA opt-in's hourly rate. The expert also calculated the total interest owed on the unpaid overtime for each FLSA opt-in, in the event that the Court did not award liquidated damages. Defendants later supplied updated start and end dates for each FLSA opt-in, since the records provided did not reflect when FLSA opt-ins transitioned from SSA to Technician, or other positions with ACSO, etc. The expert and Plaintiffs updated the expert's model to reflect start and end dates accordingly. In this manner, Plaintiffs arrived at an estimate of best-day overtime wage damages equal to $1,211,065, broken down as follows:

a. Estimated FLSA Opt-ins: 56

b. Salary range according to the opt in data provided: $24.03 per hour to $47.96 per hour

c. Total Estimated Additional Overtime Hours worked by the 56 FLSA Opt-ins: 8,325

d. Total Estimated Additional Overtime Pay Due for the 56 FLSA Opt-ins: $437,676

e. Estimated Liquidated damages: $437,676

f. Total Estimated FLSA Overtime Damages: $875,351

36. The undersigned believes the Settlement of up to $650,000, plus the employer covering its share of payroll taxes and the cost of settlement administration, plus achieving remedial changes to employer practices, is an excellent result for the value of the claims. The $650,000 Maximum Settlement Amount recovered is thus approximately 83% of the potential unpaid wages (0.83 = $650,000 / [$344,064 in estimated unpaid state minimum wages + $437,676 in estimated unpaid federal overtime wages])[1] and 41.5% of potential damages where liquidated damages are factored in (0.415 = $650,000 / [$688,128 in estimated unpaid state minimum wages and liquidated damages + $875,351 in

[1] $344,064 in estimated unpaid state minimum wages + $437,676 in estimated unpaid federal overtime wages = $781,740.

estimated unpaid federal overtime wages and liquidated damages])[2] – a strong result. The Settlement's monetary relief is well within the range of possible approval based on recovery as a percent of maximum exposure. In the opinion of Plaintiffs' Counsel, a likely recovery in this action could be much lower, given litigation risks.

37. The Settlement Agreement, with a maximum Total Settlement Amount of $650,000 ensures timely relief and substantial recovery of the wages, damages, and other amounts that Plaintiff and other SSAs claims they are owed. This strongly favors settlement. If Plaintiffs prevailed on liability, the damages phase would likely require substantial costs, beyond those already expended. SSAs did not clock in, and there was no single electronic time-stamped dataset that comprehensively captured off-the-clock work. The Settlement allocates money to any SSA who worked off-the-clock hours, without requiring additional extensive expert costs, or necessitating each claimant to undergo a difficult process of attempting to document the nature and extent of off-the-clock work. Without this early settlement, Plaintiffs could spend years litigating this case in further discovery including depositions, a motion for class certification, motions for summary judgment, and ultimately appearing at trial. While Plaintiffs' Counsel remain confident that Defendant failed to pay SSAs for off-the-clock work, they recognize that a fact finder could find for Defendant on one or more of the issues in dispute. Litigating class certification, establishing class-wide liability, overcoming Defendant's defenses, and demonstrating damages for claims could take years, necessitate expert witness testimony, and include other costs, risks, and potential delays.

38. The County is a government entity that must have decisions approved by a board of supervisors. Even in this case, Defendant has moved slowly to produce documents and approve the long form settlement in this case. Plaintiffs could expect further delays in litigation associated with litigating against this government entity defendant.

39. Balancing out the value and risks of each claim, the 50:50 division of the Net Settlement Amount between the Class Members and FLSA Class Members was also fair, adequate, and reasonable.

[2] $688,128 in estimated unpaid state minimum wages and liquidated damages + $875,351 in estimated unpaid federal overtime wages and liquidated damages= $1,563,479.

a. Each FLSA overtime hour was worth much more than the California minimum wage rate. The range of hourly pay used for calculating SSA overtime damages ranged from $24.03/hour to $47/hour before applying the overtime premium (x1.5) to each estimated unpaid hour. In contrast, the 2024 minimum wage of $16/hour was used for calculating minimum wages.

b. There was more certainty regarding the status of the FSLA overtime claims succeeding, where the FLSA Collective had already received preliminary approval from the Court, and 56 SSAs had already affirmatively opted to participate in the collective action portion of the case. The minimum wage claims had yet to be certified.

c. While Plaintiff's allegations support California minimum wage claims for each shift, FLSA overtime claims only accrued after an SSA worked 40 hours in a week. With sick leave, vacation, and holidays factored in, this meant that there were fewer estimated workweeks / shifts in which FLSA overtime violations occurred – but they were still worth more.

40. This case was a catalyst for change. By June 2024, SSAs reported that Defendant ended its pre- and post- shift practices of requiring SSAs to attend a mandatory pre-shift muster meeting at APS and then shuttling SSAs to and from OAK in a van. Instead, ACSO secured free parking for the SSAs by the OAK entrance, and close to their OAK posts so that it is now practical for SSAs to park and walk directly to their shifts.

41. If this case does not settle, Plaintiffs would have had to take and defend numerous depositions, win class certification, maintain class and collective action certification through trial, survive Defendant's potential motions for summary judgment and decertification, and prevail at trial and on any appeals – risky propositions that would have, at a minimum, greatly delayed and potentially diluted recovery for the class and collective action members.

42. Plaintiff's counsel believes that the settlement is fair, adequate and reasonable.

Qualifications

43. I have been representing Plaintiffs in this action since its inception in February 2023.

Throughout this litigation, I have worked closely with co-counsel Sharon Vinick of Vinick Hyams LLP to investigate the claims, conduct discovery, and negotiate the settlement.

44. This declaration is submitted in compliance with the Northern District of California's Procedural Guidance for Class Action Settlements (November 1, 2018, as modified).

45. I have significant experience in wage and hour class and collective action litigation including claims under the federal Fair Labor Standards Act ("FLSA") and the California Labor Code. I have been practicing employment law for over 10 years, exclusively representing employees, and have litigated numerous class and collective actions involving overtime, minimum wage, meal and rest break, waiting time penalties, and other wage and hour violations.

46. I am qualified to act as Class Counsel, having done so in similar actions. I do not have any conflicts with the class. Some of my qualifications include:

a. I have experience representing clients in California Superior Courts, federal District Court's in California, New York (*pro hac vice*), and New Jersey (same), and administrative agencies;

b. At my firm, Terp Law, I was approved, by name, as class counsel in:

   i. *O'Neal-Roberts v. Off the Grid Services, LLC, et al.*, Case No. RG20075270 (Alameda Super. Ct.) (Seligman, J.) (Sept. 6, 2022 Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement, ¶ 4);

c. While at Bryan Schwartz Law, I was approved, by name, as class counsel in:

   i. *Greene, et. al.. v. Shift Operations LLC, et al.*, Case No. CGC-16-552307 (Karnow, J.) (S.F. Super. Ct.) (Jul. 24, 2018 Order Granting Final Approval of Class Action Settlement, ¶ 7);

d. I worked on numerous cases for which Bryan Schwartz Law was approved as class and/or collective counsel, including

   i. *Dela Cruz v. Addison Lee Inc.* Case No. RG19021433 (Alameda Sup. Ct.);

   ii. *Rueda, et al. v. Idemia Identity & Security USA, LLC, et al.*, Case No. 18-cv-03794 (N.C. Cal.);

iii. *Duque, et al. v. Bank of America, N.A.*, Case No. 18-cv-01298 (C.D. Cal.);

iv. *Gillespie, et al. v. Lumenis, Inc.*, Case No. 17-cv-02080 (N.D. Cal.);

v. *Karali, et al. v. BB&T*, Case No. 16-cv-2093 (D.N.J.);

vi. *Yim, et al. v. Carey Limousine NY, Inc., et al.*, Case No. 14-cv-4883 (E.D.N.Y.);

vii. *Boyd, et al. v. Bank of America, et al.*, Case No. 13-cv-0561 (C.D. Cal.);

viii. *Garcia et al. v. Landmark Hospitality Inc., et al.*, Case No. CGC-13-532871 (S.F. Sup. Ct.);

ix. *Amenya et al. v. Henry Indus., Inc.*, Case No. RG15754205 (Alameda Sup. Ct.);

x. *Turman, et al. v. Koji's Japan Inc., et al.*, Case Civ. No. 30-2010-00425532 (Orange Super. Ct.);

e. I am a 2012 graduate of the University of California Berkeley School of Law, a 2004 graduate of Brown University, and a former Fulbright Scholar;

f. I am the principal attorney at Terp Law P.C., a law firm that I founded in 2026, which exclusively represents employees;

g. Previously I was the principal attorney at Terp Law, a law firm that I founded in 2020, which exclusively represented employees;

h. From late 2022 through the end of 2023, I was of counsel at Levy Vinick Burrell Hyams.

i. From 2013 to 2019, I served as an associate and then senior associate at Bryan Schwartz Law, in Oakland, California, where I practiced employment law;

j. I have been recognized each year as a "Super Lawer" by *Super Lawyers* magazine between 2024 and 2026, and as a "Rising Star" between 2017 and 2023;

k. I am an active member of the California Employment Lawyers Association (CELA), where I currently serve as Vice-Chair of CELA's Wage and Hour Committee, and previously served on CELA's Nominating Committee;

l. I volunteer as a supervising attorney for Legal Aid At Work's workers rights' clinics;

m. I have spoken on topics relating to employment litigation for the California Lawyers Association Labor & Employment Law Section, California Employment Lawyers

Association, National Employment Lawyers Association, Legal Aid At Work, Center for Workers' Rights, and Berkeley Law; and

n. My writing has appeared in the California Litigation Review and Plaintiff Magazine.

I declare under penalty of perjury under the laws of the United States, on March 23, 2026, in the State of California, that the foregoing is true and correct.

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Rache M. Terp, Esq.