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Attorneys for Plaintiff VERONICA BASURTO PIMENTEL, Individually and on behalf of other similarly situated.

E-FILED
9/19/2025 1:29 PM
Superior Court of California
County of Fresno
By: Rosa Garza, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an individual and on behalf of others similarly situated, Plaintiffs, vs. AGUSTIN MADRIGAL JR., an individual; and Does 1 through 100, inclusive, Defendants.	CASE NO. 24CECG00675 **DECLARATION OF CHRISTOPHER E. NICHOLS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT** *Assigned for All Purposes to Dept. 502* *Hon. Kristi Culver Kapetan* Date: October 16, 2025 Time: 3:30 p.m. Dept: 502

I CHRISTOPHER E. NICHOLS, hereby state and declare as follows:

1. I am the Managing Partner of Nevels Nichols, LLP and counsel for Plaintiff Veronica Basurto Pimentel ("Plaintiff") in this matter. I am fully familiar with the facts, pleadings and

history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. This declaration is being submitted in support of the motion for preliminary approval of the proposed class action settlement with Defendant AGUSTIN MADRIGAL JR. ("Defendant"), and seeks an entry of an order for:

(i) preliminarily approving the proposed settlement of this class and PAGA action with Defendant;

(ii) for settlement purposes only, conditionally certifying the class;

(iii) provisionally appointing Plaintiff VERONICA BASURTO PIMENTEL as the Class Representative;

(iv) provisionally appointing Lenden F. Webb and Katherine E. Cervantes, of WEBB LAW GROUP, APC, and Brooke B. Nevels and Christopher E. Nichols of NEVELS NICHOLS, LLP, as Class Counsel for the Class;

(v) approving the form and method for providing notice to the class and aggrieved employees;

(vi) directing that notice of the proposed settlement be given to the class and aggrieved employees;

(vii) appointing Simpluris Inc. as the Settlement Administrator;

(viii) and scheduling a final approval hearing date to consider Plaintiffs' Motion for Final approval of the settlement and entry of the judgment.

BACKGROUND OF INVOLVEMENT IN THE CASE

4. I along with my partner worked on this matter while we were still with the Webb Law Group when from the time that they initiated the matter in February of 2024 until April of 2024.

5. Subsequently, in April of 2024, we started our own firm, Nevels Nichols, LLP and continued to work on the matter. We filed a Notice of Change of Handling Attorney on April 4,

2024, and then worked to prepare the case to be entered into default, and subsequently were informed that counsel existed for the Defendant, so we exchanged information and then meditated.

6. In preparation for the mediation on January 7, 2025, Defendant provided Class Counsel with informal discovery and documents, including payroll data and data concerning the composition of the Settlement Class Members. We analyzed the data and prepared and submitted a mediation brief and damages valuation to the Mediator Laurie Saldaña, which ultimately resulted in the settlement of this Action.

EXPERIENCE OF NEVELS NICHOLS LLP

7. Both myself and our firm's other principal, Brooke B. Nevels, have extensive experience in employment litigation related to the Labor Code including class action and PAGA matters. Throughout the course of our careers, we have represented hundreds of employees in wage and hour actions. We have also obtained numerous PAGA settlements which have been approved by various courts throughout the state.

8. We have been appointed class counsel in numerous matters, including the following: *Brown v. ESA Management*, San Joaquin Superior Court Case No. STK-CV-UOE-2019 7162; *Lawrenz v. BlackTalon*, Sacramento County Case No. 34-2019-00267748, *Malinoff v. Ron Du Pratt Ford, Inc*., Solano County Case No. FCS053263, *Brick v. California Hydronics Inc.* Alameda County No. Case No. 22-CV-018191, and our firm is currently prosecuting numerous other class action matters where we are pursuing certification and obtaining settlements on behalf of Class Members.

9. In addition to our experience representing employees as class counsel, we have also defended over numerous employers in wage and hour class actions and PAGA matters giving us a thorough understanding of the dynamics of class action litigation in the employment context on both sides. We believe that our experience working on these cases both on behalf of Plaintiffs and Defendants provides us with insight into case valuation and potential risks that helped us to do the best that we possibly could for the Class in this matter.

10. Our firm has no ties to the Defendant in this matter, and we have no conflicts that would preclude us being appointed as Class Counsel. This settlement was reached as the result of an arm's length negotiation. Our only interest in this matter is obtaining as much relief as possible for the Class Members. Given our absence of conflict and qualifications, we believe it is appropriate that we be appointed Class Counsel.

CLASS MEMBERS ESTIMATED SIZE AND ESTIMATED AWARD

11. At the time of the Settlement, the Defendant estimated that there were 983 Class Members who collectively worked a total of 6,086 Pay Periods during the Class Period. Defendant also estimated at the time of the Settlement and mediation on January 7, 2025, that there were 554 Aggrieved Employees who worked 3,254 Pay Periods during the PAGA Period.

12. Using the Gross Settlement Amount and based on this number of pay periods, this equates to $46.82 per pay period. Using the estimated Net Settlement Amount, each Class Member would receive approximately $24.94 per Pay Period. Since there are 6,086 Pay Periods at issue during the Class Period, on average, a Class Member would receive $154.38.

RISKS OF CONTINUED LITIGATION

13. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also accounted for the uncertain outcome of class certification and risk of litigation. Class Counsel is also mindful and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based on evaluation, Plaintiffs and Class Counsel have determined that Settlement set forth in the Agreement is in the best interest of the Class Members.

14. Defendant made many arguments here that would have increased the difficulty of achieving success in this action. For example, Defendants asserted that their practices complied with all applicable Labor Laws and that the employees were properly paid for all of their time worked, meaning that they contended there was no off-the-clock time. Some of the workers in question were paid on a piece rate basis, however the payroll records showed that non-productive time was being compensated for in accordance with California law, such as separate

payments being made for rest break time. Additionally, Defendant argued that Plaintiffs would face individual issues and would not be able to obtain class certification. Specifically, Defendants argue that there is no uniformity in class member experiences, thus requiring the need for individualized inquiry. Moreover, if Defendant is successful in proving that its employees were paid for all time worked, Plaintiffs and the Class Members derivative claims for inaccurate wage statements together with waiting time penalties, likewise fail. Defendant also argues that based on their facially lawful practices, they acted in good faith and without willfulness, which if accepted, would negate the claims for waiting time penalties and/or inaccurate wage statements. While Plaintiffs believe these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

15. It is also important to note that the PAGA figure for damages purposes initially pegged at $1,627,000, represents stacked PAGA penalties with 5 penalties being assessed. Defendant would argue that Plaintiff could not stack these penalties, thereby drastically limiting the amount that could be claimed. Additionally, it is well known that civil penalties do not need to be awarded at the maximum value. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of $5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim.

16. Class Counsel is also aware that the Defendant in this matter is an individual, thus collectability of any awarded monetary damages could become an issue if Defendant is not financially fit and/or becomes insolvent.

17. The risks in this case were quite high from both a certification standpoint, merits standpoint, and collectability standpoint. Certification was the primary concern here, because of the substantial amount of case law favoring a denial of class certification as a result of finding individualized issues in similar situations. This was the primary reason that a substantial reduction was warranted, because we as class counsel had to ensure that all absent class members were going to receive benefits from a resolution of their claims and take that risk into

account. Ultimately, I feel confident we came to a fair result to recover compensation for what I and my client believed were substantive violations of the Labor Code which cost employees money out of pocket. We negotiated as much as we possibly could on this front and used best efforts and judgment to weigh the risks against the potential of recovery.

18. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Settlement Class Members.

SETTLEMENT ADMINSTRATION

Nevels Nichols LLP obtained a bid from Simpluris Inc., with an estimated bid of $9,000.00. We selected Simpluris Inc. to administer the settlement, which they will be paid the Administrator Expense Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. Attached hereto as **"Exhibit 1"** is a true and correct copy of the quote received from Simplurs Inc. to not exceed $9,000. To the extent the Administration Expenses are less or the Court approves payment less than $9,000, the Administrator will put the remainder in the Net Settlement Amount. Their credentials are detailed in the declaration of Lenden F. Webb which is being submitted concurrently.

SERVICE ON THE LWDA

1. At the same time as the filing and service of this motion and declaration, I will also serve the LWDA with the entire motion for preliminary approval which includes the Agreement, as verified in the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 19, 2025, at San Diego, California.

____
CHRISTOPHER E. NICHOLS

EXHIBIT 1

simpluris

Reference No. 20250204-PJI-01

February 4, 2025

Morgan Y. Edgar
WEBB LAW GROUP, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, CA 92121

RE: ***Pimentel v. Madrigal (El Dorado Farms)***

Dear Morgan,

Thank you for this opportunity to provide a quote for your above-captioned settlement. Using the parameters you described, Simpluris' total estimated cost is $14,419. As a courtesy, we are offering a $5,419 discount, for a discounted total of $9,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com

simpluris

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250204-PJI-01	Prepared By:	Patrick J. Ivie
Estimate Date:	2/4/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	5/5/2025	Email:	pivie@simpluris.com

	Primary Contact		Opposing Counsel Contact
Attorney:	**Morgan Y. Edgar**	Attorney:	
Firm:	WEBB LAW GROUP, APC	Firm:	
Email:	medgar@webblawgroup.com	Email:	

Case Name: ***Pimentel v. Madrigal (El Dorado Farms)***
Class and PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	983	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Cy Pres	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	$110.00	2	$220.00
Case Document Web Postings	$225.00	1	$225.00
Database Manager - Initial Data Analysis	$125.00	2	$250.00
		Total:	**$695.00**

Notice and Communications

- Spanish Translation of the class Notice
- Assuming 8-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translations - assuming 4,000 words	$0.25	4,000	$1,000.00
Bilingual Notice Packet - assuming 16 images	$3.20	983	$3,145.60
Postage	$0.72	983	$707.76
NCOA/CASS/LACS	$0.14	983	$137.62
Undeliverable Processing and Skip Trace	$0.32	99	$31.68
Remail Notice (assuming 85% skip trace success)	$4.20	84	$353.43
Remail Postage	$0.72	84	$60.59
Mailing Supervisor	$55.00	2	$110.00
		Total:	**$5,546.68**

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	$350.00	1	$350.00
Toll Free Monthly Maintenance	$95.00	9 Months	$855.00
IVR (includes toll-free number charges)	$15.00	3	$45.00
		Subtotal	**$1,250.00**

Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	$125.00	2	$250.00
Project Manager	$110.00	3	$330.00
Dispute Processing	$1.75	49	$86.01
Opt-out Processing	$1.75	10	$17.50
Reporting to Counsel (hours)	$100.00	4	$400.00
		Total:	**$1,083.51**

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	3	$375.00
Disbursement Manager - Data Validation	$90.00	2	$180.00
Setup Banking Account/QSF	$675.00	1	$675.00
QSF Monthly Reconciliation and Maintenance	$125.00	9	$1,125.00
Print & Mail Distribution Check and Tax Docs	$0.60	983	$589.80
Postage	$0.72	983	$707.76
Process Returned Checks (assuming 5%)	$0.20	50	$10.00
Skip Trace Search Undeliverable Checks	$0.12	50	$6.00
Remail Checks (includes postage)	$1.70	50	$85.00
QSF Reporting and Final Declaration	$500.00	1	$500.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	2	$180.00
		Total:	**$5,283.56**

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	2	$250.00
Clerical-Clean Up Any Misc.	$45.00	2	$90.00
Project Manager-Wrap-up Final Issues	$110.00	2	$220.00
		Total:	**$560.00**

Total Estimated Cost of Administration:	**$14,419**
Less Client Courtesy Discount:	**-$5,419**
Discounted Total:	**$9,000**

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions (“Agreement”):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the “Services”) to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client’s representatives, employees, agents and or professionals (collectively, the “Client Parties”) with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client’s matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order,settlement agreement or similar document that provide for the payment of Simpluris’ fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris’ fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understoodthat such property is only being made available for Client’s use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company’s data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client’s claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris’ cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris’ omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My primary business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Friday, September 19, 2025, I served a copy of the following documents:

- **Motion for Preliminary Approval – Notice**
- **Motion for Preliminary Approval – Memorandum of Points and Authorities**
- **Motion for Preliminary Approval – Declaration of Nichols**
- **Motion for Preliminary Approval – Declaration of Webb**
- **Motion for Preliminary Approval – Declaration of Pimentel**

[x] **By Electronic Service**: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[ ] **By Mail**: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

Dan C. Stein
Mark Kruthers
Kelly Ridenour
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8080 N Palm Avenue, Third Floor
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Email: KCervantes@WebbLawGroup.com
Email: Service@WebbLawGroup.com
Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Friday, September 19, 2025, at San Diego, California.

Noah Adams

NOAH ADAMS

NEVELS NICHOLS, LLP
10650 Treena St., Suite 212
San Diego, CA 92131