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7 Attorneys for Plaintiff, KEVIN LIBERATO

8 CAMPOS VARGAS, on behalf of himself and

9 all others similarly situated and aggrieved,

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 KEVIN LIBERATO CAMPOS VARGAS, an
13 individual, and on behalf of all others similarly
14 situated and aggrieved,

15 Plaintiff,

16 v.

17 CALIFORNIA ARBORIST COMPLETE
18 TREE CARE, INC., a California corporation;
19 and DOES 1 through 100, inclusive,

20 Defendants.

CASE NO.: 24STCV11469 (Lead Case)

[RELATED CASE NO.: 24STCV20153]

*[Assigned for all purposes to the Hon. Theresa
Traber in Dept. 1]*

21 **DECLARATION OF VEDANG J. PATEL**
22 **IN SUPPORT OF PLAINTIFF'S MOTION**
23 **FOR PRELIMINARY APPROVAL OF**
24 **CLASS AND REPRESENTATIVE**
25 **ACTION SETTLEMENT AND**
26 **PROVISIONAL CLASS**
27 **CERTIFICATION FOR SETTLEMENT**
28 **PURPOSES ONLY**

HEARING INFORMATION:

DATE: June 17, 2026

TIME: 10:30 a.m.

DEPT: 1

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2. On or around May 7, 2024, Plaintiff commenced this action by filing a class action complaint alleging causes of action against defendant California Arborist Complete Tree Care, Inc. (“Defendant”) for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition (the “Action”).

4. On or around August 9, 2024, after sixty-five (65) days had passed since Plaintiff filed and served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a separate representative action under PAGA, seeking PAGA civil penalties against Defendant, captioned *Vargas v. California Arborist*, in the Los Angeles County Superior Court, 24STCV20153, for the Labor Code violations alleged in the PAGA Notice (“PAGA Action”).

5. Thereafter, Plaintiff and Defendant (collectively, the “Parties”) agreed to exchange informal discovery and attend mediation.

6. Prior to mediation, Plaintiff obtained, through informal discovery: (a) time and payroll records for the putative class members from May 7, 2020 through mediation; (b) data points, including the number of putative class members, workweeks, shifts and the average hourly rate of pay from May 7, 2020 through mediation, and the number of aggrieved employees from May 7, 2023 through mediation, among others; (c) wage and hour policy documents of Defendant; and (d) all documents pertaining to Plaintiff available to Defendant.

7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar").

8. On or around April 7, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part and parcel to the Agreement, the Parties agreed to stipulate to Plaintiff's filing a First Amended Complaint in the Class Action, adding all allegations in the PAGA Action, and, after acceptance of the First Amended Complaint, request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the allegations in the two actions for purposes of the Settlement. The First Amended Complaint in the Class Action is the operative complaint in the Action ("Operative Complaint"). On or around March 4, 2026, Plaintiff filed a First Amended Complaint in the Class Action pursuant to the Settlement Agreement.

9. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

The Proposed Settlement

1 10. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
2 California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by
3 agreement upon the terms and conditions, and for the consideration set forth in the Agreement, a
4 copy of which is attached hereto as Exhibit “1.” A summary of the terms of the settlement is as
5 follows:

6 Defendant will stipulate, for purpose of this settlement only, as follows:

- 7 • Certification of a class (“Settlement Class,” “Settlement Class Members” or “Class
8 Members”) defined as: all persons employed by defendant California Arborist Complete
9 Tree Care, Inc. (“Defendant”) in California and classified as non-exempt, hourly-paid
10 employees who worked for Defendant during the period from May 7, 2020 through April
11 7, 2026, or through such earlier date as may apply under the escalation clause in
12 paragraph 8.1 of the Settlement Agreement (“Class Period”).
- 13 • Defendants will pay \$200,000.00 (“Gross Settlement Amount”) to resolve the matter.
- 14 • Defendant represents that there are no more than 7,150 Workweeks worked by Class
15 Members during the Class Period. In the event the number of Workweeks worked by
16 Class Members during the Class Period increases by more than 10%, or 715 Workweeks,
17 then Defendant may, at their sole option, choose to either: (1) increase the Gross
18 Settlement Amount proportionally by the Workweeks in excess of 7,150 Workweeks
19 multiplied Defendant represents that there are no more than 7,150 Workweeks worked
20 by Class Members during the Class Period. In the event the number of Workweeks
21 worked by Class Members during the Class Period increases by more than 10%, or 715
22 Workweeks, then Defendant may, at their sole option, choose to either: (1) increase the
23 Gross Settlement Amount proportionally by the Workweeks in excess of 7,150
24 Workweeks multiplied by the Workweek Value; or (2) end the Class Period and PAGA
25 Period as of the date on which the number of Workweeks reaches 7,150. The Workweek
26 Value shall be calculated by dividing the originally agreed-upon Gross Settlement
27 Amount (\$200,000.00) by 7,150, which amounts to a Workweek Value of \$27.97. Thus,
28 for example, should there be 8,000 Workweeks in the Class Period, then the Gross

1 Settlement Amount shall be increased by \$23,774.50 ([8,000 Workweeks – 7,150
2 Workweeks] x \$27.97 per Workweek). Should Defendant elect to end the Class Period
3 and PAGA Period on the date as of which 7,150 Workweeks have been worked,
4 Defendant must provide written notice of its election and the end date of the Class Period
5 and PAGA Period no later than 30 days prior to the first set hearing on Plaintiff’s Motion
6 for Preliminary Approval.

- 7 • Defendant will pay the employer’s share of taxes separate and apart from the Gross
8 Settlement Amount.
- 9 • This is a non-reversionary settlement.
- 10 • Class Members will be paid their pro rata share of the class action settlement based on
11 the total number of Workweeks worked during the Class Period.
- 12 • The Settlement Administration costs, estimated not to exceed \$6,750.00, will be paid out
13 of the Gross Settlement Amount.
- 14 • Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law
15 Group, P.C., may apply for, and Defendant will not oppose, attorneys’ fees of up to
16 thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated
17 pursuant to the Settlement Agreement, amounts to \$70,000.00, and actual costs, not to
18 exceed \$30,000.00, all of which will be paid out of the Gross Settlement Amount.
- 19 • Class Counsel hereby apply for, and Defendant will not oppose, a service award of up to
20 \$7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- 21 • “Aggrieved Employees” means all persons employed by Defendant in California and
22 classified as non-exempt, hourly-paid employees who worked for Defendant during the
23 period from May 7, 2023 through the end of the Class Period (“PAGA Period”).
- 24 • Defendant has agreed to pay \$20,000.00 as PAGA penalties, seventy-five percent (75%)
25 or \$15,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount,
26 and twenty-five percent (25%) or \$5,000.00 of which will be distributed to the Aggrieved
27 Employees.

- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date (180 days after the date of mailing), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

Settlement Agreement and Accompanying Documents

11. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement fully executed by the Parties.

12. Attached to the Agreement as Exhibit "A" thereto is the proposed Notice of Class Action Settlement ("Class Notice") to be distributed to Class Members in English and Spanish.

13. The Parties have agreed to use Phoenix Class Action Administration Solutions ("Phoenix"), an experienced settlement administrator, to administer the settlement.

14. On or about March 21, 2026, my office submitted a copy of the Agreement to the LWDA in compliance with Labor Code section 2699, subdivision (1)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit "3".

The Settlement was Negotiated at Arms-Length and not Collusive

15. The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; the exchange of informal discovery; substantial negotiation regarding the scope of informal discovery; exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions

1 litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the
2 country; and preparation for and attendance at a full-day mediation, followed by further discussions
3 and coordination to finalize the terms and conditions of the general settlement parameters agreed to
4 by the Parties.

5 16. While Class Counsel believe in the chance of success of certifying the claims, Class
6 Counsel recognized the potential risk, expense and complexity posed by further litigation.
7 Moreover, litigating Plaintiff's claims in this litigation—claims that involve approximately 125
8 Class Members during the Class Period—would require substantial preparation and discovery, and
9 ultimately would involve the deposition and presentation of numerous more witnesses (including
10 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
11 expert reports. Therefore, should litigation have progressed any further, there would have been
12 significant expense incurred by each side (above and beyond the expense already incurred).

13 **The Settlement Amount is Well Within the Range of Reasonableness**

14 17. The settlement amount reached in this case provides significant recovery to Class
15 Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on
16 documents and information provided by Defendant, Class Counsel understand, as of the date of the
17 mediation, there are no more than 7,150 Workweeks during the Class Period.

18 **Unpaid Wages for Failure to Pay for Off-the-Clock Work**

19 18. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
20 produced by Defendant, that Defendant failed to pay all wages due to Class Members because
21 Defendant required Class Members to work off-the-clock or Class Members spent time off-the-
22 clock under Defendant's control, including: (1) pre-shift duties, such as checking that the
23 machines were fully fueled, unloading and reloading tools, conducting inventory of trucks for
24 proper equipment, and cleaning and organizing the shop, all before being allowed to clock in at
25 their scheduled shift times; and (2) post-shift duties, such as unloading tools and equipment from
26 the trucks, and straightening up the shop after their scheduled shifts, all without pay. Additionally,
27 Class Counsel understand, from the same bases, that Defendant had a practice of recording
28

1 synthetic time entries, instead of actual time worked by Class Members, resulting in unrecorded
2 and unpaid time worked.

3 19. One theory advanced by Class Counsel alleged, based on Plaintiff's narrative
4 evidence, that Class Members worked off-the-clock for an estimate of ten (10) minutes each shift
5 throughout the Class Period, without pay. Class Counsel understand, based on time and payroll
6 records produced by Defendant and analysis thereof by expert data consultants retained by Class
7 Counsel, that there were approximately 31,216 shifts during the Class Period, 65.3% of which
8 were over eight (8) hours in length, and Class Members had an average regular hourly rate of pay
9 of \$20.27. Thus, one calculation performed by Class Counsel resulted in Defendant's exposure
10 for unpaid off-the-clock work in a conservative amount of \$140,170 ([31,216 shifts x 0.653 shifts
11 over 8 hours x 0.167 hour x \$20.27 x 1.5 overtime rate] + [31,216 shifts x 0.347 shifts less than 8
12 hours x 0.167 hour x \$20.27 x 2 in liquidated damages]).

13 20. Defendant contends that their policies specifically prohibit off-the-clock work.
14 Defendant contends that it did not require Class Members to work off-the-clock and, rather, they
15 were paid for all time suffered or permitted to work. Defendant contends that any allegations that
16 Class Members were required to be under Defendant's control off-the-clock would necessitate an
17 individualized inquiry into when and why, making this claim not subject to class treatment and
18 any trial in this litigation unmanageable. Thus, Defendant contends that no damages can be
19 recovered here, and, even if, *arguendo*, it could, an estimate of ten (10) minutes of unpaid time
20 for *every single* shift worked by all Class Members during the Class Period is a *wild* exaggeration
21 of time spent working off-the-clock if *any* such time was spent.

22 **Recovery of Damages for Non-Compliant Meal Periods**

23 21. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
24 produced by Defendant, that Defendant's meal period practices throughout the Class Period were
25 non-compliant because meal periods were late, short or missed due to: (1) Defendant's
26 requirement of Class Members to perform substantive duties even during their meal periods
27 because of regular understaffing; (2) interruptions during meal periods by managers, giving Class
28 Members work-related instructions; and (3) Defendant's practice of recording synthetic time

1 entries and automatically deducting an hour a day for meal periods, instead of recording actual
2 time taken for meals, giving rise to a reasonable presumption that meal periods were non-
3 compliant throughout the Class Period. Additionally, Class Counsel understand from the same
4 bases that Defendant had a practice of not allowing Class Members to freely leave the premises
5 during meal periods, unless authorized, in violation of California law. Notably, there were no meal
6 period premiums ever issued throughout the Class Period.

7 22. Class Counsel theorized, based on documents produced by Defendant and analysis
8 thereof by expert data consultants retained by Class Counsel that there were approximately 30,925
9 meal-eligible shifts worked by Class Members in the Class Period, of which approximately 27,746
10 had automatically-deducted meal periods recorded, and 3,179 had unique facial meal period
11 violations (late, short, or missed meal periods). Class Counsel theorized that of the 27,746 auto-
12 deducted meal periods, a 40% violation rate, approximately twice per Workweek, is a reasonable
13 estimate of the number of meal periods that were, in fact, short, late, or missed entirely. Thus, one
14 calculation advanced by Class Counsel resulted in Defendant's maximum exposure for unique
15 facial meal period violations in the amount of \$64,438 (3,179 unique facial meal period violations
16 x \$20.27/hour), and for non-facial violations in the amount of \$224,965 (27,746 auto-deducted
17 meal periods x \$20.27/hour x 0.40 violation rate) for a total estimated exposure of \$289,403.

18 23. Class Counsel understand that Defendant makes the following defenses in
19 connection with this claim: Defendant argues that it had compliant meal period policies and
20 practices. Defendant argues that Class Members took timely and full meal periods. Defendant
21 contends that its policy requires its employees to take timely and full meal periods. Defendant
22 further contends that any instance of a Class Member failing to take a compliant meal period was
23 voluntary, in violation of its meal period policy, would necessitate an individualized inquiry and
24 would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for
25 this account but, even if any amounts were due, the amount calculated by Class Counsel is
26 excessive.

27 **Recovery of Damages for Non-Compliant Rest Periods**

28 24. Class Counsel theorized, based on documents produced by Defendant, that

1 Defendant had no policy, providing Class Members compliant rest periods, in place. Class
2 Counsel theorized, based on Plaintiff's narrative evidence, that Defendants' rest period practices
3 throughout the Class Period were non-compliant because rest periods were late, short or missed
4 due to, like meal periods, Defendant's requirement that rest periods were effectively "on-duty."
5 Additionally, Class Counsel understand from the same basis that, like meal periods, Defendant
6 had a practice of not allowing Class Members to freely leave the premises during rest periods,
7 unless authorized, in violation of California law. Notably, there were no rest period premiums
8 ever issued throughout the Class Period.

9 25. Thus, one calculation performed by Class Counsel resulted in, assuming a 40%
10 violation rate for the 31,062 rest-eligible shifts, Defendant's exposure for failure to provide
11 compliant rest periods in a conservative amount of \$251,851 (31,062 shifts x \$20.27/hour x 0.40
12 violation rate).

13 26. Class Counsel understand that Defendant makes the following defenses in
14 connection with this claim: Defendant argues that it had compliant rest period policies and
15 practices. Defendant argues that Class Members took timely and full rest periods. Defendant
16 contends that its policy requires its employees to take timely and full rest periods. Defendant
17 further contends that any instance of a Class Member failing to take a compliant rest period was
18 voluntary, in violation of its rest period policy, would necessitate an individualized inquiry and
19 would not lend itself to a manageable trial. Finally, Defendant contends that a 40% violation rate
20 is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends
21 that *no* monies are owed for this account but, even if any amounts were due, the amount calculated
22 by Class Counsel is excessive.

23 **Failure to Indemnify for Business Expenses**

24 27. Class Counsel initially theorized that Defendant failed to indemnify Class Members
25 for necessary business expenses because Defendant required their employees to use their cellphones
26 for work-related purposes, to purchase tools, such as hedge sheers and chainsaws, and personal
27 protective equipment, such as steel-toed boots, spikes for shoes, gloves, protective goggles, helmet
28 and tree-climbing harness, for use at work, and to separately launder their work clothes, without

1 compensation. Class Members were never reimbursed for these work expenses.

2 28. Counsel contend that Class Members incurred approximately \$20.00 per Workweek
3 in unreimbursed business expenses throughout the Class Period. With the approximately 7,150
4 Workweeks during the Class Period, one calculation performed at mediation by Class Counsel
5 resulted in Defendant's exposure for this claim to be \$143,000 ($\$20 \times 7,150$ Workweeks).

6 29. Counsel understand that Defendant argued the following: Defendant argued that
7 Class Members are not owed compensation for their tools because Class Members primarily used
8 their tools for personal purposes. Defendant further defend that they did not require Class Members
9 to use their cellphones for work-related purposes and that Class Members' cellphones were solely
10 for personal use. Defendant further argued that work clothes were not required to be laundered
11 separately. Defendant also argued that they reimbursed all employees for all expenses incurred in
12 furtherance of work. Thus, Defendant contends that no monies are owed under this theory, either.

13 **Wage Statement Violations**

14 30. Class Counsel theorized that Class Members are entitled to recover penalties for
15 Defendant's alleged failure to issue compliant wage statements under Labor Code section 226,
16 subdivision (e), for the derivative impact of the failure to pay all wages owed on providing
17 accurate information on wage statements. Specifically, Class Counsel theorized that penalties are
18 owed under Labor Code section 226 due to, at minimum, Defendant's failure to pay premium
19 wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure
20 by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the
21 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
22 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.
23 Class Counsel understand from the data provided by Defendant that there were 1,593 pay periods
24 during the relevant statutory time period for Class Members. If, in fact, Class Members worked
25 every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage
26 statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus, one
27 calculation performed by Class Counsel, resulted in Defendant's maximum exposure for wage
28 statement violations in the amount of \$159,300 ($1,593 \text{ pay periods} \times \$100/\text{pay period}$).

31. Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because it believes no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the first pay period violation only being \$50 and the fact that all Class Members did not work all pay periods and, therefore, do not qualify for the maximum penalty of \$4,000 as calculated in Plaintiff's exposure model used at mediation.

Waiting Time Penalties

32. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized, based on relevant documents provided by Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation. Based on relevant documents provided by Defendant, there were approximately 88 Class Members who were terminated or resigned during the relevant statutory period. Thus, one calculation performed by Class Counsel resulted in Defendant's exposure for waiting time penalties to be approximately \$428,102 (88 separated Class Members x \$20.27/hour x 8 hours x 30 days).

33. Class Counsel understand that Defendant contends that there is no credence to Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that

theory. Finally, Defendant contends that its actions were not “willful” and that, thus, waiting time penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

PAGA Penalties

34. Class Counsel understand, as of the date of mediation, from the time and payroll data provided by Defendants that Aggrieved Employees collectively worked 1,593 Pay Periods in the PAGA Period. Plaintiff’s claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendant contends that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class Counsel through investigation and discovery did not come to the conclusion that Defendant at any time were notified by any governmental entity that it violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant to include only initial violation rates.

35. While Class Counsel are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendant’s maximum exposure in PAGA penalties as follows:

a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$79,650 (1,593 pay periods x \$50).

b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of \$159,300 (1,593 pay periods x \$100).

c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all

1 violations and a violation every single pay period for every single non-exempt employee in the
2 PAGA Period, this amounts to a maximum exposure of \$79,650 (1,593 pay periods x \$50).

3 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
4 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
5 violations and a violation every single pay period for every single non-exempt employee in the
6 PAGA Period, this amounts to a maximum exposure of \$79,650 (1,593 pay periods x \$50).

7 e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
8 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
9 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
10 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
11 for all violations and a violation every single pay period for every single Aggrieved Employee in
12 the PAGA Period, this amounts to a maximum exposure of \$159,300 (1,593 pay periods x \$100).

13 g. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
14 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
15 at separation of employment, a 100% violation rate would likely include just one violation per
16 employee. The data produced by Defendant indicate that there were 41 Aggrieved Employees
17 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
18 of \$4,100 (41 Aggrieved Employees x \$100).

19 h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum
20 exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved
21 Employee every pay period and not exercise its discretion to reduce any of those penalties to be
22 \$561,650. Class Counsel understand that Defendant argued the following in connection with this
23 claim: Defendant contends that no PAGA penalties are likely to be awarded and, even if they
24 were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendant
25 defends that PAGA penalties cannot and should not be stacked. Second, Defendant asserts that
26 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
27 Third, Defendant denies that a violation for each pay period can be established. Fourth, Defendant
28 contends that a Court is unlikely to exercise its discretion to award civil penalties under PAGA

1 where, as here, there is no conduct shown by Plaintiff that would show any Labor Code violation
2 by Defendant is knowing and intentional. Defendant insists that this is especially true in the Action
3 where class action damages are available to Class Members, rendering an award of PAGA
4 penalties in addition to class action damages to be double recovery.

5 36. Class Counsel maintain that it is possible to recover the subsequent violation rate for
6 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
7 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this
8 claim to be reasonable, resulting in \$56,165 as a reasonable estimate of the likelihood of what
9 Plaintiff may recover at trial for PAGA penalties (\$561,650 x 0.10).

10 **Conclusion**

11 37. When including derivative penalties, such as waiting time penalties, wage
12 statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's
13 maximum exposure to be approximately \$1,467,991. In all, Class Counsel obtained a Gross
14 Settlement Amount of \$200,000.00. Particularly in light of the risks involving obstacles to class
15 certification, all issues and risks related to liability, the issues with manageability at trial, the
16 discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable
17 and adequate settlements, Class Counsel strongly believe that the settlement reached is fair,
18 reasonable and adequate, and in the best interest of Class Members.

19 38. Moreover, \$20,000.00 of the Gross Settlement Amount was attributed to PAGA
20 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
21 on: (1) the fact that damages are available for the failure to pay wage claims while only penalties
22 are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline
23 to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the
24 full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any
25 PAGA penalties at all in light of the fact that damages are available for Class Members and it may
26 find any further liability against Defendant unnecessarily punitive.

27 **The Proposed Attorneys' Fees and Costs are Reasonable**

28 39. Class Counsel seek an attorneys' fees award of *up to* thirty-five percent (35%) of the

1 Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to
2 \$70,000.00. Class Counsel also seek reimbursement of costs not to exceed \$30,000.00. Class
3 Counsel may seek less than 35% at the time of final approval.

4 **The Requested Enhancement Award to the Named Plaintiff**
5 **and Class Representative is Reasonable**

6 40. Class Counsel believe Plaintiff is entitled to an enhanced award for his service as
7 class representative, for answering extensive questions by Class Counsel, for being available and
8 answering questions during mediation, for the risks in being the named Plaintiff and for providing
9 Defendant with a more expansive release of claims, including a waiver based upon California Civil
10 Code section 1542, in exchange for the enhancement award.

11 41. I am informed and believe Defendant does not oppose the requested enhancement to
12 Plaintiff. Class Counsel seek an extremely limited enhancement of up to \$7,500.00 to Plaintiff.

13 **Conditional Certification for Settlement Purposes**

14 **Ascertainability**

15 42. Here, the Class Members definition (*i.e.*, all persons employed by Defendant in
16 California and classified as non-exempt, hourly-paid employees who worked for Defendant during
17 the Class Period) is derived from the operative complaint. Based solely on Defendant's payroll
18 records, there are approximately 125 Class Members.

19 **Numerosity**

20 43. Class Counsel understand from documents provided that Defendant identified at least
21 125 Class Members. That is sufficiently numerous to establish the numerosity requirement.

22 **Commonality**

23 44. This litigation is brought to resolve common issues that include whether Defendant
24 failed to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal
25 and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
26 interrupted meal or rest periods, among other claims as set forth above.

27 **Typicality**

28 45. I believe Plaintiff: (1) is a non-exempt, hourly-paid employee like other Class

Members; (2) complains of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not receive premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others as set forth above.

Adequacy of Vedang J. Patel

46. I graduated with a Bachelor of Arts degree in Economics from the University of California, Davis in 2016.

47. I received my Juris Doctorate from the UCLA School of Law in 2019.

48. After graduating from law school, I practiced law as a member of Murchison & Cumming, LLP on a variety of matters on behalf of defendants.

49. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs in matters of employment law, and specifically on issue of unpaid wages and class action settlements.

50. I am currently a senior attorney at Bibiyan Law Group, P.C. and head of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

51. 7. I have also been appointed as Class Counsel in the past in the following actions:

- *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

- *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

- *Taat v. Acell, Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Matthew Brainer presiding;

- *Jordan v. The Martin-Brower Company*. Case No. 21STCV41435, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;

1 • *Williams v. Marrs*. Case No. 21STCV23775, California Superior Court, County of Los
2 Angeles, Honorable Stuart Rice presiding;

3 • *Russell v. Staffmark*. Case No. CVRI2103921, California Superior Court, County of
4 Riverside, Honorable Harold Hopp presiding;

5 • *Ortega Chavez v. Winkpak Lane, Inc., et al.* Case No. CIVSB2202274, California
6 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

7 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
8 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;

9 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
10 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

11 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
12 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

13 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
14 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

15 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
16 Court, County of San Bernardino, honorable Jessica Morgan presiding;

17 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.* Case No. JCCP5244, California
18 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;

19 • *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of
20 Los Angeles, Honorable Christopher Lui presiding.

21 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California
22 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

23 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.* Case No.
24 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
25 presiding;

26 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,
27 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;

28 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.

1 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
2 Highberger presiding;

3 • *Trigueros Garcia v. Highland Plastics, Inc., et al.*, Case No. CVRI2202836, California
4 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

5 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California
6 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

7 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
8 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

9 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
10 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;

11 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California
12 Superior Court, County of Tulare, Honorable Brett Hillman presiding;

13 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
14 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

15 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
16 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
17 presiding;

18 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
19 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;

20 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
21 Superior Court, County of San Bernardino, Honorable David Cohn presiding;

22 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
23 Court, County of San Bernardino, Honorable David Cohn presiding;

24 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
25 County of Monterey, Honorable Thomas W. Wills presiding;

26 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
27 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

28 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California

1 Superior Court, County of Alameda, Honorable Michael Markman presiding;
2 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
3 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
4 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
5 Court, County of Los Angeles, Honorable Laura Seigle presiding;
6 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
7 Superior Court, County of Alameda, Honorable Noel Wise presiding;
8 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
9 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
10 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
11 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
12 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
13 Court, County of Imperial, Honorable Jeffery B. Jones presiding;
14 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior
15 Court, County of Solano, Hon. Christine A. Carringer presiding;
16 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior
17 Court, County of Solano, Hon. Christine A. Carringer presiding;
18 • *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior
19 Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
20 • *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California
21 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
22 • *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441,
23 California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
24 • *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-
25 OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
26 • *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California
27 Superior Court, County of Alameda, Hon. Michael Markman presiding;
28 • *Williams v. Fortec Medical, Inc., et al.* Case No. 22CV014116, California Superior

1 Court, County of Alameda, Hon. Michael Markman presiding; *and*
2 • *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No.
3 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
4 • *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302,
5 California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;
6 • *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior
7 Court, County of Santa Clara, Hon. Theodore C. Zayner;
8 • *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California
9 Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding;
10 • *Montoya v. TLMVACO LLC., et al.,* Case No. 23CV001593, California Superior Court,
11 County of Monterey, Honorable Thomas W. Willis presiding;
12 • *Getaw v. Consolidated Disposal Services LLC., et al.,* Case No. 21STCV22036,
13 California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;
14 • *Barocio v. Industrial Field Services Inc., et al.,* Case No. 23STCV01522, California
15 Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
16 • *Federics v. The HWood Group, LLC., et al.,* Case No. 21STCV44105, California
17 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
18 • *Rosa v. Paqueteria HR Express, Inc., et al.,* Case No. 23STCV00890, California Superior
19 Court, County of Los Angeles, Honorable Theresa M. Traber presiding;
20 • *Martnez v. Kenyon Plastering, Inc., et al.,* Case No. CIVSB2216155, California Superior
21 Court, County of San Bernardino, Honorable Christian Towns presiding;
22 • *Mora v. IGT Global Solutions Corporation, et al.,* Case No. 22STCV05393, California
23 Superior Court, County of Los Angeles, Honorable Timothy Patrick Dillon presiding;
24 • *Ramirez v. Primez Farms LLC, et al.,* Case No. 20STCV06328, California Superior
25 Court, County of Los Angeles, Honorable Elaine Lu presiding;
26 • *Pacheco v. JCC Logistics, Inc., et al.,* Case No. B-21-102266, California Superior Court,
27 County of Kern, Honorable Thomas Clark presiding;
28 • *Caballero v. The Ensign Group, Inc., et al.,* Case No. 19STCV43230, California Superior

1 Court, County of Los Angeles, Honorable William F. Highberger presiding;
2 • *Graciano v. Hignell, Incorporated, et al.*, Case No. 22CV01196, California Superior
3 Court, County of Butte, Honorable Stephen E. Benson presiding;
4 • *Ruiz v. Butterfield Electric, Inc., et al*, Case No. 22CV010662, California Superior Court,
5 County of Alameda, Honorable Michael Markman presiding;
6 • *Lozano v. LECC Berg Feinfield Eye Centers, LLC., et al.*, Case No. 22STCV40646,
7 California Superior Court, county of Los Angeles, Honorable Elihu M. Berle presiding;
8 and *Villalpando et al. v. Los Angeles Truck Service, LLC, et al.*, Case No. 22STCV11804,
9 California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
10 • *Pablo Martinez v. Superior Cattle Feeders, LLC, et al.*, Case No. ECU002635, California
11 Superior Court, County of Imperial, Honorable Brooks Anderhold presiding;
12 • *Milon v David & Esperanza Chavez Family Limited Partnership DBA Chavez*
13 *Supermarket et al.*, Case No. 20CV368379, California Superior Court, County of Santa Clara,
14 Honorable Theodore C. Zayner presiding; *Flores et al. v. Parkwood Landscape Maintenance Inc.,*
15 *et al.*, Case No.: 20STCV12795, California Superior Court, County of Los Angeles, Honorable
16 Stuart Rice presiding;
17 • *Williams v. Holland Partner Group Operations, LLC, et al.*, Case No.: 23CV049392,
18 California Superior Court, County of Alameda, Honorable Sarah Stanford-Smith presiding;
19 • *Estrada v Cookunity Inc., et al.*, Case No.: 24STCV12367, California Superior Court,
20 County of Los Angeles, Honorable Laura A. Seigle presiding;
21 • *Silvas v. Catalyst Family, Inc.*, Case No.: 21CV385134, California Superior Court,
22 County of Santa Clara, Honorable Charles F. Adams presiding;
23 • *Arnett v. Traditions Health LLC*, Case No.: CVRI2305219, California Superior Court,
24 County of Riverside, Honorable Harold W. Hopp presiding;
25 • *Gammaro v. Walgreen Pharmacy Services Midwest, LLC*, Case No.: 23STCV00615,
26 California Superior Court, County of Los Angeles, Honorable Daniel M. Crowley.

27 52. 8. I have also settled matters on a “PAGA Only” basis for aggrieved employees
28 in the past, including in:

1 • *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior Court,
2 County of Los Angeles, Honorable Carolyn Kuhl presiding.

3 • *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California
4 Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;

5 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
6 County of Los Angeles, Honorable Kerry Bensinger presiding;

7 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior
8 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

9 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior
10 Court, County of Napa, Honorable Cynthia P. Smith presiding;

11 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior
12 Court, County of Los Angeles, Honorable Elaine Lu presiding;

13 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,
14 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;

15 • *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-
16 CXC, California Superior Court, County of Orange, Hon. Layne H. Melzer presiding;

17 • *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661,
18 California Superior Court, County of San Bernardino, Hon. Joseph T. Ortiz presiding;

19 • *Essary v. Community Corporation of Santa Monica, et al.* Case No. 23STCV03250,
20 California Superior Court, County of Los Angeles, Honorable Samantha Jessner presiding;

21 • *Nestor et al., v. Redlands Community Hospital, et al.* Case No. CIVSB2327089,
22 California Superior Court, County of San Bernardino, Honorable Wilfred J. Schneider, Jr.
23 presiding;

24 • *Azzawi v. C-Store Services, Inc., et al.* Case No. CIVSBZ228712, California Superior
25 Court, County of San Bernardino, Honorable Joseph B. Wildman presiding;

26 • *Quintero v MW BHCC LLC, et al.* Case No. 22STCV32539, California Superior Court,
27 County of Los Angeles, Honorable Rice Stuart presiding;

28 • *Mendivil v. HG Foods, LLC*, Case No.: VCU296223, California Superior Court, County

1 of Tulare, Honorable Gary M. Johnson presiding.

2 **Adequacy of Plaintiff**

3 53. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiff
4 and Class Members because Plaintiff alleges to have been damaged by the same alleged conduct of
5 Defendant (*i.e.*, Plaintiff is classified as non-exempt, hourly-paid employee, not paid premium pay,
6 etc.) and thus has the incentive to fairly represent all Class Members' claims to achieve the
7 maximum possible recovery.

8 **Superiority of Class Action**

9 54. Class Counsel believe this wage and hour class action is a superior vehicle for
10 resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently
11 adjudicated together, as indicated above. Moreover, with at least 125 Class Members, presentation
12 of all of them before this Court may be problematic, impractical, and burdensome.

13 ///

14 I declare under penalty of perjury under the laws of the state of California that the
15 foregoing is true and correct this March 21, 2026 at Los Angeles, California.

16
17 /s/ Vedang J. Patel

18 VEDANG J. PATEL
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