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Attorneys for Plaintiff Semaj Graham

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SEMAJ GRAHAM as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV19351

**SECOND SUPPLEMENTAL DECLARATION
OF MAX W. GAVRON IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 25, 2025 (Non-Appearance)

Time: 9:00 a.m.

Dept.: 7

Action Filed: August 2, 2024

Trial Date: None Set

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of Virginia, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Graham (“Plaintiff” or “Graham”). I have personal knowledge of the facts set forth below and called to testify I could and would do so competently.

2. On November 5, 2025, the Parties appeared to discuss the Court’s tentative ruling on Plaintiffs’ Motion for Preliminary Approval. Following the hearing and the Parties’ questions regarding the tentative ruling, the Parties executed an amendment to the settlement agreement, which is attached as **Exhibit 1**, that addresses the issues discussed with the Court.¹

3. On November 10, 2025, my office filed the Supplemental Declaration of Max W. in Support of Plaintiffs’ Motion for Preliminary Approval of Class and Representative Settlement (“Supplemental Declaration”) and later received a rejection notice from the office. On November 13, 2025, my office resubmitted the Supplemental Declaration.

4. On November 13, 2025, the Court issued a minute order requesting that I submit a supplemental declaration directing the court to the specific paragraphs that address the issues the court identified and a red-lined version of the documents that will change no later than November 18, 2025. Accordingly, I submit this Second Supplemental Declaration for the court's consideration. Because the Parties executed an amendment as opposed to an amended consent agreement, I submit redlined versions of each paragraph that was modified in the amendment and a redlined version of the class notice for the Court's consideration as **Exhibit 3**.

5. **Escalator Clause**: As represented by the Parties to the Court, Defendants to close the Class Period on October 11, 2025, so that the escalator clause is not ed. The Parties addressed this request in their Amendment by revising Paragraph 1.12 to

¹ The version of the Amendment submitted by Plaintiffs in conjunction with the filings on November 10, 2025, and November 13, 2025 incorrectly referenced the definition of “Class Period” as being in Paragraph 1.1 of the Agreement. The version submitted here as Exhibit 1 addresses that typographical error by stating that the definition is in Paragraph 1.12.

1 provide: “‘Class Period’ means the period from August 1, 2020 through October 11, 2025.” *See*
2 Exhibit 1. The Parties similarly revised the Class Notice to reflect this change. *See* Exhibit A to
3 Exhibit 1.

4 **6. Fee Split:** The Parties addressed this request of the Court by amending Section
5 2.2.2 of the Agreement to provide: “2.2.2 To Class Counsel: A Class Counsel Fees Payment of
6 not more than one-third, which is currently estimated to be \$516,188.33, **to be divided between**
7 **D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law**
8 **Group, P.C.**, and Class Counsel Litigation Expenses Payment of not more than \$50,000.
9 Defendant will not oppose requests for these payments provided that do not exceed these
10 amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and
11 Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval
12 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
13 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder
14 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any
15 other Plaintiffs’ Counsel arising from any claim to any portion any Class Counsel Fee Payment
16 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
17 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
18 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
19 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
20 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
21 sharing of any of these Payments.” *See* Exhibit 1. The Parties similarly revised the Class
22 Notice to reflect this change. *See* Exhibit A to Exhibit 1.

23 **7. Class Release:** As represented to the Court, the Parties executed an Amendment
24 to the Agreement that revises Paragraph 4.2, to remove reference to the LWDA letters and to
25 clarify the release is limited to “non-PAGA” penalties. As set forth here: “All Participating
26 Class Members, on behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
28 any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties,

1 actions or causes of action of any kind, arising under state, federal or local law, whether
2 statutory, common law, or administrative law, at any time during the Settlement Class Period,
3 that were alleged in the Operative Complaints, or reasonably could have been alleged based on
4 the facts stated in the Operative Complaints in connection with the *Reveles* Action and the
5 *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages,
6 and overtime, failure to pay reporting time pay, meal period violations, rest period violations,
7 failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to
8 reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep
9 payroll records, failure to produce requested employment records, failure to pay final wages and
10 waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code
11 violations (collectively, the "Released Claims"). This release shall apply to claims arising during
12 the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating
13 Class Members do not release any other claims, including claims for vested benefits, wrongful
14 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
15 disability, social security, workers' compensation, or claims based on facts occurring outside the
16 Class Period." See Exhibit 1. The Parties similarly revised the Class Notice to reflect this
17 change. See Exhibit A to Exhibit 1.

18 8. My office uploaded the amendment to settlement agreement to the LWDA's
19 website. See **Exhibit 2**.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on this 18th day of November 2025, at Los Angeles, California.

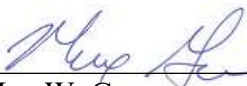
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Max W. Gavron

EXHIBIT 1

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Section 11.9 (“Modification of Agreement”) of the Class Action and PAGA Settlement Agreement (“Agreement”), by and behalf of their respective counsel, the Parties hereby enter into this Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) to address the matters raised in the Court’s October 31, 2025, tentative ruling and, subject to Court approval, amend the Agreement as follows:

Section 1.12 shall be amended to now provide:

1.12 “Class Period” means the period from August 1, 2020 through October 11, 2025.

Section 2.2.2 shall be amended to now provide:

2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$516,188.33, to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C., and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Section 4.2 shall be amended to now provide:

4.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure

to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Class Notice shall be amended to now provide that the Class Period is from August 2, 2020 through October 11, 2025, and that The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Section 3.2.a of the Class Notice shall be amended to now provide:

Up to \$516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees, to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C., and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

The amended Class Notice is attached hereto as Exhibit A.

The other provisions of the Agreement shall remain in effect.

This Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Amendment shall be accepted as an original. All

executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Amendment.

IT IS SO AGREED.

Dated: November 17, 2025

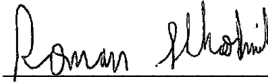
DIVERSITY LAW, PC



Max Gavron
Counsel for Plaintiff Samaj Graham

Dated: November 17, 2025

D.LAW



Roman Shkodnik
Counsel for Plaintiff Darren Reveles

Dated: November 17, 2025

JACKSON LEWIS, P.C.



Sean Bothamley
Sherry Hamilton
Ashey Kang
Counsel for Defendants 4283929 Delaware LLC dba West
Coast Pet Memorial Services and Gateway Services Inc.

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Semaj Graham, et al. v. 4283929 Delaware LLC; Darren Reveles, et al. v. 4283929
Delaware LLC, dba West Coast Pet Memorial Services, et al.*

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from employee class action lawsuits (“Actions”) against 4283929 Delaware LLC dba West Coast Pet Memorial Services (abbreviate name; “4283929 Delaware LLC,” is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former 4283929 Delaware LLC employees Semaj Graham and Darren Reveles (collectively “Plaintiffs”) and seek payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for 4283929 Delaware LLC during the Class Period (August 2, 2020 through October 11, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked for 4283929 Delaware LLC during the PAGA Period (June 20, 2023 through June 16, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring 4283929 Delaware LLC to fund Individual Class Payments, and (2) a PAGA Settlement requiring 4283929 Delaware LLC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on 4283929 Delaware LLC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 4283929 Delaware LLC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on 4283929 Delaware LLC’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 4283929 Delaware LLC to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against 4283929 Delaware LLC.

If you worked for 4283929 Delaware LLC during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against 4283929 Delaware LLC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against 4283929 Delaware LLC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

4283929 Delaware LLC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against 4283929 Delaware LLC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is Response Deadline	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. 4283929 Delaware LLC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by Response Deadline	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by Response Deadline	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to 4283929 Delaware LLC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by Response Deadline . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former 4283929 Delaware LLC employees. The Actions accuse 4283929 Delaware LLC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: D.Law, Inc. and Diversity Law Group, P.C. ("Class Counsel.")

4283929 Delaware LLC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether 4283929 Delaware LLC or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and 4283929 Delaware LLC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case)

rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and 4283929 Delaware LLC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, 4283929 Delaware LLC does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) 4283929 Delaware LLC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. 4283929 Delaware LLC Will Pay \$ 1,548,565 as the Gross Settlement Amount (Gross Settlement). 4283929 Delaware LLC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, 4283929 Delaware LLC will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees, to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C., and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$10,990 to the Administrator for services administering the Settlement.

- d. Up to \$100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and 4283929 Delaware LLC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 4283929 Delaware LLC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and 4283929 Delaware LLC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. 5.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **Response Deadline**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **Response Deadline**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s

name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against 4283929 Delaware LLC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against 4283929 Delaware LLC based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 4283929 Delaware LLC have agreed that, in either case, the Settlement will be void: 4283929 Delaware LLC will not pay any money and Class Members will not release any claims against 4283929 Delaware LLC.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice. 9.
9. Participating Class Members’ Release. After the Judgment is final and 4283929 Delaware LLC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against 4283929 Delaware LLC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to

pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period..

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and 4283929 Delaware LLC has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against 4283929 Delaware LLC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against 4283929 Delaware LLC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in 4283929 Delaware LLC's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept 4283929 Delaware LLC's calculation of Workweeks and/or Pay Periods based on 4283929 Delaware LLC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and 4283929 Delaware LLC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Semaj Graham, et al. v. 4283929 Delaware*

LLC and Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and 4283929 Delaware LLC are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is Response Deadline.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions *Semaj Graham, et al. v. 4283929 Delaware LLC* and include your name, current address, telephone number, and approximate dates of employment for 4283929 Delaware LLC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 7 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire

a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything 4283929 Delaware LLC and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/CaseSummaryv2>) and entering the Case Number for the Action, Case No. 24STCV19351. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.Law, Inc.

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David Yeremian

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Roman Shkodnik

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Diversity Law Group, P.C.

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Los Angeles, CA 90071

(213) 488-6555

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kagnew@diversitylaw.com

mgavron@diversitylaw.com

Settlement Administrator: Apex Class Action Administration
Name of Company: Apex Class Action LLC
Email Address: Sean@apexclassaction.com
Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618
Telephone: +1 (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

Erika Mejia

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, November 18, 2025 12:25 PM
To: Erika Mejia
Subject: Thank you for your Other Response or Document Submission

11/18/2025 12:24:47 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Section 11.9 (“Modification of Agreement”) of the Class Action and PAGA Settlement Agreement (“Agreement”), by and behalf of their respective counsel, the Parties hereby enter into this Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) to address the matters raised in the Court’s October 31, 2025, tentative ruling and, subject to Court approval, amend the Agreement as follows:

Section 1.12 shall be amended to now provide:

1.12 “Class Period” means the period from August 1, 2020 ~~through October 11, 2025~~through the date of preliminary approval, except as provided in Paragraph 7, below.

Section 2.2.2 shall be amended to now provide:

2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$516,188.33, ~~to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C.,~~ and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Section 4.2 shall be amended to now provide:

4.2 ~~Release by Participating Class Members Who Are Not Aggrieved Employees:~~ All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, ~~non-PAGA~~ penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints ~~and/or Plaintiffs’ administrative exhaustion letters submitted to the California Labor & Workforce Development Agency (“LWDA”)~~ in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure

to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Class Notice shall be amended to now provide that the Class Period is from August 2, 2020 through October 11, 2025, and that The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints ~~and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor & Workforce Development Agency ("LWDA")~~ in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Section 3.2.a of the Class Notice shall be amended to now provide:

Up to \$516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees, to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C., and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

The amended Class Notice is attached hereto as Exhibit A.

The other provisions of the Agreement shall remain in effect.

This Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Amendment shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Amendment.

IT IS SO AGREED.

Dated: ~~November 18, 2025~~November 17, 2025 **DIVERSITY LAW, PC**

Max Gavron
Counsel for Plaintiff Samaj Graham

Dated: ~~November 18, 2025~~November 17, 2025 **D.LAW**

Roman Shkodnik
Counsel for Plaintiff Darren Reveles

Dated: ~~November 18, 2025~~November 17, 2025 **JACKSON LEWIS, P.C.**

Sean Bothamley
Sherry Hamilton
Ashey Kang
Counsel for Defendants 4283929 Delaware LLC dba West
Coast Pet Memorial Services and Gateway Services Inc.

EXHIBIT A

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**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Semaj Graham, et al. v. 4283929 Delaware LLC; Darren Reveles, et al. v. 4283929
Delaware LLC, dba West Coast Pet Memorial Services, et al.*

***The Superior Court for the State of California authorized this Notice. Read it
carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not
being sued.***

You may be eligible to receive money from employee class action lawsuits ("Actions") against 4283929 Delaware LLC dba West Coast Pet Memorial Services (abbreviate name; "4283929 Delaware LLC," is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former 4283929 Delaware LLC employees Semaj Graham and Darren Reveles (collectively "Plaintiffs") and seek payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for 4283929 Delaware LLC during the Class Period (August 2, 2020 through ~~June 16~~October 11, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for 4283929 Delaware LLC during the PAGA Period (June 20, 2023 through June 16, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring 4283929 Delaware LLC to fund Individual Class Payments, and (2) a PAGA Settlement requiring 4283929 Delaware LLC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on 4283929 Delaware LLC's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 4283929 Delaware LLC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on 4283929 Delaware LLC's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 4283929 Delaware LLC to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against 4283929 Delaware LLC.

If you worked for 4283929 Delaware LLC during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against 4283929 Delaware LLC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against 4283929 Delaware LLC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

4283929 Delaware LLC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against 4283929 Delaware LLC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is Response Deadline	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. 4283929 Delaware LLC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by Response Deadline	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by Response Deadline	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to 4283929 Delaware LLC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by Response Deadline . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former 4283929 Delaware LLC employees. The Actions accuse 4283929 Delaware LLC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: D.Law, Inc. and Diversity Law Group, P.C. ("Class Counsel.")

4283929 Delaware LLC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether 4283929 Delaware LLC or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and 4283929 Delaware LLC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case)

rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and 4283929 Delaware LLC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, 4283929 Delaware LLC does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) 4283929 Delaware LLC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. 4283929 Delaware LLC Will Pay \$ 1,548,565 as the Gross Settlement Amount (Gross Settlement). 4283929 Delaware LLC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, 4283929 Delaware LLC will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees, to be divided between D.Law, Inc. and Diversity Law Group, P.C. with 55% to D.Law and 45% to Diversity Law Group, P.C., and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
~~Up to \$516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~
 - b. Up to \$5,000 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$10,990 to the Administrator for services administering the Settlement.

- d. Up to \$100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and 4283929 Delaware LLC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 4283929 Delaware LLC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and 4283929 Delaware LLC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **Response Deadline**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **Response Deadline**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s

name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against 4283929 Delaware LLC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against 4283929 Delaware LLC based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 4283929 Delaware LLC have agreed that, in either case, the Settlement will be void: 4283929 Delaware LLC will not pay any money and Class Members will not release any claims against 4283929 Delaware LLC.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice. 9.
9. Participating Class Members’ Release. After the Judgment is final and 4283929 Delaware LLC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against 4283929 Delaware LLC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records,

failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor &

Workforce Development Agency ("LWDA") in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties; and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and 4283929 Delaware LLC has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against 4283929 Delaware LLC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against 4283929 Delaware LLC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in 4283929 Delaware LLC's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept 4283929 Delaware LLC's calculation of Workweeks and/or Pay Periods based on 4283929 Delaware LLC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and 4283929 Delaware LLC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Actions as *Semaj Graham, et al. v. 4283929 Delaware*

LLC and Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and 4283929 Delaware LLC are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is Response Deadline.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions *Semaj Graham, et al. v. 4283929 Delaware LLC* and include your name, current address, telephone number, and approximate dates of employment for 4283929 Delaware LLC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 7 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire

a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything 4283929 Delaware LLC and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/CaseSummaryv2>) and entering the Case Number for the Action, Case No. 24STCV19351. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator: Apex Class Action Administration
Name of Company: Apex Class Action LLC
Email Address: Sean@apexclassaction.com
Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618
Telephone: +1 (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

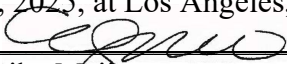
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On November 18, 2025, I served the following document(s) described as: **SECOND SUPPLEMENTAL DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action as follows:

Sherry Hamilton Joseph Desiderio Ashley E. Kang Katie Post Kimberly Ferguson Jackson Lewis P.C. 200 Spectrum Center Dr., Suite 500 Irvine, CA 92618	<i>Attorneys for Defendant 4283929 Delaware LLC & Gateway Services, Inc.</i> Sherry.Hamilton@jacksonlewis.com Joseph.Desiderio@jacksonlewis.com Ashley.Kang@jacksonlewis.com Katie.Post@jacksonlewis.com Kimberly.Ferguson@jacksonlewis.com VIA CASE ANYWHERE
Emil Davtyan David Yeremian Roman Shkodnik Mason Doidge Katheryn Perez D.Law, Inc. 450 N. Brand Blvd., Suite 840 Glendale, California 91203	<i>Attorneys for Plaintiff Darren Reveles</i> emil@d.law d.yeremian@d.law r.shkodnik@d.law m.doidge@d.law k.perez@d.law VIA ACE ATTORNEY SERVICE EFILING

 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at the website www.caseanywhere.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 18, 2025, at Los Angeles, California.



Erika Mejia