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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

RICARDO RAMIREZ FUENTES, an individual, on behalf of himself, the State of California, as a private attorney general, and all others similarly situated,

Plaintiff,

v.

GORMAN ROOFING SERVICES INC., an Arizona corporation; and DOES 1 TO 50,

Defendants.

Case Number: C23-02345

SECOND AMENDED [~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On July 3, 2025, the Court held a hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having been given to Class Members, and the Court having considered the Settlement Agreement and Release of Class Action (the "Settlement Agreement"), all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings has herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

1. A true and correct copy of the Court's tentative ruling issued on July 2, 2025, is attached hereto as **Exhibit A** and incorporated herein by reference.

2. All terms used in this Amended Order Granting Final Approval of Class Action Settlement (the "Order") shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement.

3. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

4. For settlement purposes only, the Court finally certifies the Class, as defined in the Agreement and as follows:

> all individuals who are or were employed by Defendant as non-exempt employees in California at any time from September 18, 2019 through April 28, 2024.

5. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

6. The Court finds that an ascertainable class of 298 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of

the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

7. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 298 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. No Class Members filed written objections to the Settlement as part of this notice process, and no Class Member filed a written statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request for exclusion.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all Class Members.

10. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

11. The Court also finds that the Settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the

challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for Class Members.

12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

13. The Court appoints Plaintiff Ricardo Ramirez Fuentes as Class Representative and finds her to be adequate.

14. The Court appoints Jonathan Melmed, Esq. and Laura M. Supanich, Esq., of Melmed Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class action litigation.

15. The terms of the Agreement, including the Gross Settlement Amount of $419,220.00 is fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

1. The $7,000.00 designated for payment to ILYM Group, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

2. The $70,000.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

3. The Court awards $13,099.61 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and order

the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement.

4. The $7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The Court grants final approval of, and orders the Incentive Award to be paid in accordance with the Agreement.

5. The Court approves of the $20,000.00 allocation assigned for claims under the Private Attorney General Act (PAGA), and orders 75% thereof (i.e., $15,000.00) to be paid to the California Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement Agreement.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become Final or effective, or in any other case without limitation.

18. All Class Members shall be bound by the Settlement and this Order, including the release of claims as set forth in the Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

20. All checks mailed to the Class Members must be cashed within one hundred eighty (180) days after mailing.

21. Within 7 days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

23. Plaintiff shall file with the Court a report regarding the status of distribution within one hundred and twenty (120) days after all funds have been distributed.

24. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant.

25. Five percent of the attorney's fees are to be withheld by the settlement administrator pending satisfactory compliance as found by the Court.

26. The Court hereby sets a hearing date of February 6, 2026 at 9:00 am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: 7/22/2025

Hon. Edward Weil
Judge of the Superior Court, County of Contra Costa

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 07/03/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued**.** Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule* 3.43(2).)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-00777
CASE NAME: CATHEY VS. REED
***HEARING ON MOTION IN RE: TO SET ASIDE NOTICE OF SETTLEMENT (CONTINUED)**
FILED BY: CATHEY, CYNTHIA PATRICIA LYNN
TENTATIVE RULING:
At the previous hearing on this matter, on April 24, 2025, the Court continued the matter to this date, and directed that "the motion is again continued to permit proper service, of both the original motion and the new hearing date" on defendant Tenecia Matthews. The Court's file contains a notice of continuance of the motion (dated April 25, 2025, but it does not contain either a proof of service of that notice of continuance on Ms. Matthews or proof of service of the original motion on her. Having continued the motion for improper service more than once, the Court now denies the motion, without prejudice.

appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

8. 9:00 AM CASE NUMBER: C23-02345
CASE NAME: RICARDO FUENTES VS. GORMAN ROOFING SERVICES INC.
***HEARING ON MOTION IN RE: FINAL APPROVAL**
FILED BY:
****TENTATIVE RULING:****

Plaintiff Ricardo Fuentes moves for final approval of his class action and PAGA settlement with defendant Gorman Roofing Services, Inc.

The Court initially heard this matter on June 12, 2025. It found that the only barrier settlement was the need for further review of the attorney's fees , through the computation of a lodestar crosscheck as provided for under *Lafitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 506. Counsel have provided a supplemental declaration, and the Court now considers the matter as set forth below.

A. **Background and Settlement Terms**

Defendant's business is commercial and residential construction. Plaintiff worked at defendant's business in 2021 and 2023 as a day laborer.

The original complaint was filed on September 18, 2023, as a class action. It was later amended to add PAGA claims.

The settlement would create a gross settlement fund of $419,220. The class representative payment to the plaintiff would be $7,500. Attorney's fees would be $139,740 (one-third of the settlement). Litigation costs would not exceed $15,000. The settlement administrator's costs are estimated at $15,000. PAGA penalties would be $20,000, resulting in a payment of $15,000 to the LWDA. The net amount paid directly to the class members would be about $222,000, not including distribution of PAGA penalties. The fund is non-reversionary. There are an estimated 288 class members. Based on the estimated class size, the average net payment for each class member is approximately $771. The individual payments will vary considerably, however, because of the allocation formula prorating payments according to the number of weeks worked during the relevant time. The number of aggrieved employees for PAGA purposes is smaller, about 165, because the starting date of the relevant period is later, resulting in an average PAGA penalty distribution of about $30.

The entire settlement amount will be deposited with the settlement administrator within 14 days after the effective date of the settlement.

The proposed settlement would certify a class of all current and former non-exempt employees employed at Defendants' California facilities between September 18, 2019 .and April 28, 2024. For

PAGA purposes, the period covered by the settlement is September 18, 2022 to April 28, 2024.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

A list of class members will be provided to the settlement administrator within 14 days after preliminary approval. The administrator will use skip tracing as necessary. Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Settlement checks not cashed within 180 days will be cancelled, and the funds will be directed to the controller's unclaimed property fund.

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id*., quoting *Marshall v. Northrop Grumman Corp*. (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. For example, much of plaintiff's allegations centers on possible off-the-clock work, including missed or skipped meal breaks and rest breaks. It was more specifically alleged that employees were not paid for time between reporting for assignment, and boarding transportation to a job site.

Defendant, however, pointed out that its formal policies prohibit off-the-clock work, and asserted that it would have had no knowledge of employees beginning work before punching in or continuing after punching out. Further, it argued that it was required to make meal and rest breaks available, but not required to ensure that they be taken, so long as no employer policy prevented or discouraged taking such breaks.

As to unreimbursed employee expenses (such as cell phone use), plaintiff would have been called on to show that such expenses were in fact incurred, were reasonably necessary to job performance, and were unreimbursed. Furthermore, the fact-intensive character of such claims would have presented a serious obstacle to class certification.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow

application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.")) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, e.g., *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

Since the date of preliminary approval, notice has been mailed to the 298 members of the class. 42 notices were returned as undeliverable. Follow-up found 13 new addresses, and the notices were remailed to those addresses. Thus, 29 notices were deemed undeliverable. No objections or requests for exclusion have been received.

B. **Legal Standards**

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement." (See also *Amaro*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees". (*Id*., at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "The court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "Where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

The settlement agreement includes an escalator provision, to be triggered in the event that the

number of covered employees or work weeks turns out to be materially higher than now estimated. If the clause is triggered and the defendant elects to increase the total payment, no further approval will be needed. The escalator clause includes no option for defendant to opt out of the settlement or cut back the covered period.

C. **Attorney Fees, Costs, and Representative Payment**

Plaintiff seeks one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id*., at 505.) Counsel, however, did not initially provide an estimated lodestar for the Court's use in evaluating the reasonableness of the fees.

The matter was continued until this date for submission of a declaration by counsel computing a lodestar fee, which enables the computation of an implied multiplier.

Counsel submitted a thorough supplemental declaration, which emphasized that they still seek an attorney's fee on the basis of the "common fund" theory, and argues extensively why this approach is superior to a lodestar approach, and that the calculation of a lodestar is unnecessary and inappropriate. As the Supreme Court noted in *Lafitte, supra* ,1 Cal.5th at 503, "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citation omitted]—convince us the percentage method is a valuable tool that should not be denied our trial courts."

But the Supreme Court authorized trial courts to require a lodestar cross-check for a reason. As the Supreme Court stated "A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, inculcating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage. (*Id*., at 504.)

As a result, this Court, which over time has reviewed a conservative estimate of 100-200 class action settlements, always requires a lodestar cross-check in "common fund" cases. But it has seldom required an adjustment in the fee as a result, even in instances where the implied multiplier was substantial.

Counsel complied with the Court's direction and computed a lodestar fee. The fee was based on 4 hours of Mr. Melmed's time, at $948 per hour, 23.9 hours of Ms. Supanich's time, at $839 per hour,

plus .9 hours of a paralegal's time at $258 per hour. The total is $24,076.30. Given the $139,740.00 requested based on one-third of the common fund, the implied multiplier is 5.8.

The lodestar is arguably a bit higher. Another attorney worked on the case an estimated 20 hours, but was excluded because she did not keep contemporaneous time records. If her time were included in the lodestar at $500 per hour, the lodestar would have been $34,076.30, with an implied multiplier of 4.1.

There are 288 members of the class, who will receive an average of $771. The per member amount is higher than many cases, but that must be judged by the strength of this case, not the relatively small individual payment of others. While recognizing the many complex and difficult issues involved in wage and hour class actions, the claims in this case are typical of the claims in this type of case, rather than particularly novel or risky. Nor did it extend over a longer than typical period of time, running 15 months from filing the complaint to preliminary approval of the settlement.

Under the circumstances of this case, the Court finds that the requested fee would not be reasonable. Accordingly, the Court adjusts the fee award roughly in half, i.e., to $70,000, which is still results in an implied multiplier of 2.9. As a percentage of the total recovery, the award is 16.7%. The balance increases the award to the class.

Litigation costs are requested in the amount of $13,099.61. This is less than allowed for ($15,000) in the settlement. They are reasonable and are approved.

The settlement administrator's costs are requested in the amount of $7,000, which is less than the amount estimated at the time of preliminary approval. They are reasonable and are approved.

Plaintiff requests a representative payment of $7,500. Plaintiff attests that he spent an unspecified number of hours working on the case, and that his identification as a class representative could make it harder for him to attain employment. for the plaintiff will be reviewed at time of final approval. Considering the criteria for evaluation of representative payment requests as set forth in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07, the Court finds the amount reasonable and approves it.

D. **Conclusion**

With the reduction in the attorney fee (which will be paid to the class), the Court finds that the settlement is fair, reasonable, and adequate, and it is approved.

Counsel are directed to prepare an order reflecting this tentative ruling, and the other findings in the previously submitted proposed order. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to the action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, July 17, 2025, I served the foregoing document(s) described as:

AMENDED **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

By causing a true copy thereof to be sent to the following individuals and/or parties:

Craig J. O'Loughlin	coloughlin@swlaw.com
Erin D. Leach	eleach@swlaw.com
Ashley R. McLachlan	amclachlan@swlaw.com
Rosemary McKay	rmckay@swlaw.com
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SNELL & WILMER LLP
600 Anton Blvd, Ste 1400
Costa Mesa, CA 92626-7689

[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 17, 2025, in Los Angeles, California.

Gustavo Alvarez