

Electronically Received 03/17/2026 06:46 PM

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

HAIG B. KAZANDJIAN LAWYERS, APC
Haig B. Kazandjian, Esq. Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Esq. Bar No. 310625
cathy@hbklawyers.com
Melissa Robinson, Esq. Bar No. 336951
melissa@hbklawyers.com
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
Telephone: 818-696-2306
Facsimile: 818-696-2307

Attorneys for Plaintiffs

[Additional Counsel on the Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LILIANA GODINA, LISA HOWELL, and
BERT MERCADO, individually, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

KAISER FOUNDATION HOSPITALS, a
California non-profit corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV25366

[Assigned for all purposes to Hon. David S. Cunningham III, Dept. 11]

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFFS' CLASS REPRESENTATIVE SERVICE PAYMENTS, AND REQUEST FOR ATTORNEY FEES AND COSTS

[Filed concurrently with Notice of Unopposed Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities in Support of Motion for Final Approval; Declaration of Gavin Brown of ILYM Group, Inc.; Declaration of Kyle R. Nordrehaug, Esq.; and Declaration of Haig B. Kazandjian, Esq.]

HEARING INFO

Final Approval Hearing
Date: April 9, 2026
Time: 9:30 a.m.
Dept.: 11

[Hearing scheduled by Order dated September 9, 2025]

Action Filed: October 17, 2022
FAC Filed: February 28, 2024
SAC Filed: February 5, 2025
Trial Date: None Currently Scheduled

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: kyle@bamlawca.com

Attorneys for Plaintiffs

1 **ORDER AND JUDGMENT**

2 The motion brought by Plaintiffs Lisa Howell, Bert Mercado, and Liliana Godina (herein
3 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs”), for an order granting final
4 approval of class action settlement came on for hearing in Department 11 of this Court on April
5 9, 2026, at 9:30 a.m. This is a wage and hour Class Action and Private Attorneys General Act
6 (“PAGA”) representative action brought against Defendant Kaiser Foundation Hospitals (herein
7 referred to as “Defendant”).

8 The Court, having read the papers filed with regard to Plaintiffs’ motion for final
9 approval of class action settlement and hearing argument regarding that motion, hereby issues
10 this Final Approval Order and FINDS, ORDERS AND ADJUDGES:

11 1. The Court has jurisdiction over the subject matter of this litigation and over all
12 parties to this Action, including the Class Members, FLSA Subclass Members, Aggrieved
13 Employees, and the Labor and Workforce Development Agency (“LWDA”).

14 2. The Court certifies the class for purposes of settlement. The class to whom this
15 judgment applies is defined as follows: “Class Members” means all non-exempt persons who
16 were employed by Defendant in the State of California at any time during the Class Period of
17 January 1, 2024, through December 31, 2024. (the “Class Period”).

18 3. Aggrieved Employees under PAGA to whom this judgment applies are defined as
19 follows: “Aggrieved Employee” means all non-exempt persons who were employed by
20 Defendant in the State of California at any time during the PAGA Period of January 1, 2024,
21 through December 31, 2024 (the “PAGA Period”).

22 4. FLSA Subclass Members to whom this judgment applies are defined as follows:
23 “FLSA Subclass Members” means all non-exempt persons who were employed by Defendant in
24 the State of California at any time during the FLSA Subclass Period of January 1, 2024, through
25 December 31, 2024.

26 5. “Actions” means Lisa Howell v. Kaiser Foundation Hospitals (Los Angeles Sup.
27 Ct. Case No.: 23STCV27614) (the “Howell Class Action”), Lisa Howell v. Kaiser Foundation
28 Hospitals (Alameda Sup. Ct. Case No.: 24CV060679) (the “Howell PAGA Action”), Bert

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 1015
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

1 Mercado, et al. v. Kaiser Foundation Hospitals (Los Angeles Sup. Ct. Case No.: 23STCV20894)
2 (the “Mercado Action”), Liliana Godina v. Kaiser Foundation Hospitals (Los Angeles Sup. Ct.
3 Case No.: 23STCV25366) (the “Godina Action”).

4 6. “Operative Complaint” means the Second Amended Complaint in this instant
5 Action, which Plaintiffs filed on February 5, 2025.

6 7. “Class Counsel” shall be deemed to be Blumenthal Nordrehaug Bhowmik De
7 Blouw LLP and Haig B. Kazandjian Lawyers APC.

8 8. The Court finds that the First Amended Class and Representative Action
9 Settlement Agreement (“Settlement” or “Settlement Agreement”) was entered into in good faith,
10 is a product of arm’s-length negotiations between the parties and that the terms of the Settlement
11 are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also
12 finds the Settlement satisfies the standards and applicable requirements for final approval of this
13 class action Settlement under California law, including the provisions of California Code of Civil
14 Procedure section 382 and California Rules of Court, Rule 3.769.

15 9. The Settlement Agreement is therefore finally approved and incorporated herein.

16 a. The Gross Settlement Amount (“GSA”) is \$7,000,000.00

17 b. The Net Settlement Fund (“Net”) is \$3,631,879.68 (GSA minus the following):

18 c. Class Counsel, Haig B. Kazandjian Lawyers, APC and Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP, are awarded attorneys’ fees in the
20 amount of \$2,333,333.33 and costs in the amount of \$33,536.99.

21 d. The Court grants the requested Class Representative Service Payments of
22 \$7,500.00 each to Plaintiffs Lisa Howell, Bert Mercado, and Liliana Godina,
23 totaling \$22,500.00.

24 e. The Settlement Administrator, ILYM Group, Inc., is awarded \$278,750.00 for
25 its fees and services.

26 f. The Court approves the FLSA Settlement Fund of \$200,000.00 payable to the
27 FLSA Subclass Members.

28 g. The Court approves the PAGA payment of \$500,000.00 payable as follows:

- 1 i. \$375,000.00 (75% of \$500,000.00 PAGA Payment) payable to the
2 LWDA.
3 ii. The Court approves payment of \$125,000.00 (25% of \$500,000.00 PAGA
4 Aggrieved Employees Payment) payable to the Aggrieved Employees.
5 h. In addition to the GSA, Defendant will be separately responsible for any
6 employer payroll taxes required by law.

7 10. The Court orders the parties to the Settlement Agreement to perform forthwith
8 each of their obligations as set forth according to the terms of the Settlement Agreement.

9 11. “Effective Date” means the date upon which both of the following have occurred:
10 (i) final approval of the Settlement is granted by the Court and (ii) the Court’s Judgment
11 approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of
12 the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such
13 appeal, or the expiration of the time to file a petition for review with the California Supreme
14 Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for
15 review filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed
16 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
17 noticing any appeal of the Court’s Judgment. If a timely objection to Settlement is filed
18 (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on
19 which the time for all appeals relating to objections to Settlement and the Final Approval Order
20 has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing
21 court renders its decision denying any petition (where the immediately lower court affirmed the
22 judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce
23 Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to
24 the Effective Date, as determined under the forgoing definition, the Effective Date will be
25 extended to the date that the LWDA concludes its investigation or resolves the Citation
26 (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s
27 objection to the Settlement is resolved and no longer appealable.

28 12. Funding: Within 5 business days of the Effective Date, the Administrator shall

1 provide Defendant with the documents and information necessary in order for Defendant to fund
2 the Settlement, including the information that Defendant will need in order to pay their share of
3 the payroll taxes owed. Defendant shall fully fund the Gross Settlement Amount, and also fund
4 the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the
5 Administrator no later than 25 calendar days after the Effective Date.

6 13. Distribution of GSA: Within 14 calendar of date Defendant fully funds the Gross
7 Value Fund, the Administrator will mail checks for all Individual Class Payments, all Individual
8 FLSA Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
9 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
10 Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of
11 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
12 Representative Service Payments shall not precede disbursement of Individual Class Payments,
13 Individual FLSA Payments, and Individual PAGA Payments.

14 14. Tax Allocation of Individual Class Payments: Tax Allocation of Individual Class
15 Payments. A total of one-third (1/3) of each Participating Class Member's Individual Class
16 Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage
17 Portions are subject to tax withholding and will be reported on an IRS W-2 Form. A total of two-
18 thirds (2/3) of each Participating Class Member's Individual Class Payment will be allocated in
19 equal portions to settlement of claims for interest and penalties (the "Interest and Penalties
20 Portion"). The Interest and Penalties Portions are not subject to wage withholdings and will be
21 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
22 liability for any employee taxes owed on their Individual Class Payment.

23 15. Individual Class Payment Calculation: The Individual Class Payment shall be
24 calculated as follows: Each Participating Class Member will be entitled to receive an amount,
25 subject to any applicable employee payroll taxes, equal to a proportionate share of the Net
26 Settlement Amount, calculated by (i) the number of the Participating Class Member's weeks
27 worked during the Class Period, divided by (ii) the total weeks worked of all Participating Class
28 Members during the Class Period.

1 16. Tax Allocation of Individual FLSA Payments: A total of one-third (1/3) of each
2 Participating FLSA Subclass Member’s Individual FLSA Payment will be allocated to settlement
3 of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will
4 be reported on an IRS W-2 Form. A total of two-thirds (2/3) of each Participating FLSA
5 Subclass Member’s Individual FLSA Payment will be allocated to settlement of claims for
6 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to
7 wage withholdings and will be reported on IRS 1099 Forms. Participating FLSA Subclass
8 Members assume full responsibility and liability for any employee taxes owed on their
9 Individual FLSA Payment.

10 17. Individual FLSA Payment Calculation: Each FLSA Subclass Member will be
11 entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a
12 proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the FLSA
13 Subclass Member’s attributed weeks worked during the FLSA Subclass Period, divided by (ii)
14 the total weeks worked of all FLSA Subclass Members during the FLSA Subclass Period.

15 18. Tax Allocation of PAGA Payments: The Administrator will report the Individual
16 PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and
17 liability for any taxes owed on their Individual PAGA Payment.

18 19. Individual PAGA Payment Calculation: The Individual PAGA Payments shall be
19 paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class)
20 who worked for Defendant at any time during the PAGA Period, based on their proportional
21 number of Pay Periods worked for Defendant during the PAGA Period. The Administrator will
22 calculate each Individual PAGA Payment as follows: The amount of the payment will be
23 calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved
24 Employee’s individual Pay Periods worked during the PAGA Period in relation to the total Pay
25 Periods worked by all Aggrieved Employees during the PAGA Period.

26 20. Uncashed Checks: For any Class Member whose Individual Class Payment check,
27 Individual FLSA Payment check, or Individual PAGA Payment check is uncashed and cancelled
28 after the void date, the Administrator shall transmit the funds represented by such checks to the

1 California Unclaimed Property Fund in the name of the Participating Class Member, thereby
2 leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384,
3 subdivision (b).

4 21. The parties and the Settlement Administrator have used their best efforts to locate
5 class members and to provide them with notice that fully and accurately informs class members
6 of all material elements of the proposed Settlement. The Court finds that the notice program
7 implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii)
8 was reasonably calculated, under the circumstances, to apprise members of the class of the
9 pendency of the Litigation, their right to object or exclude themselves from the proposed
10 Settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted
11 valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable
12 requirements of due process under California law.

13 22. No objections to the Settlement were filed and only twenty (20) Class Members
14 have requested to be excluded from the Class Action Settlement. The individuals who submitted
15 timely requests for exclusions from the Settlement and are thereby excluded are: Carmencita
16 Abellana, Jocelyn Alvarado, Snezhana N. Cherni, Dorene M. Clifford, Ryan Cornelison, Timothy
17 Costa, Christi Dalke, Cassandra Dielle Costales Dijamco, Katherine Ann Fitch, Nicole M. Guglielmi,
18 Irma D. Hong, Ivy E. Hu, Jennifer Milburn, Janet L. Milliken, Teresita De Guzman Salas, Melissa
19 Mae Schindler, Veronica Silva, Catina Spaeth, Tseganesh Tamrat, and Trong Vang.

20 23. Accordingly, effective on the date when Defendant fully funds the entire Gross
21 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
22 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
23 against all Released Parties as follows:

- 24 a. Release by Participating Class Members: All Participating Class Members fully shall
25 release Defendant and the Released Parties from any and all claims, debts, liabilities,
26 demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s
27 fees, damages, actions or causes of action of whatever kind or nature, whether known or
28 unknown, contingent or accrued, under any legal theory under federal and state law for

1 any alleged failure to pay all wages due (including minimum wage and overtime wages),
2 claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours
3 worked (including off-the clock work), failure to provide meal and rest periods, short/late
4 meal and rest periods, failure to relieve of all duties during meal and rest periods,
5 combining of meal and rest periods, that Defendant's exemption permit from the DLSE is
6 not valid or does not apply to Class Members, failure to timely pay wages and final
7 wages, failure to properly calculate the regular rate of pay, failure to pay or properly
8 calculate meal or rest period premiums, failure to pay or properly calculate paid sick
9 leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act,
10 failure to provide suitable seating, donning and doffing, pre or post-shift testing or
11 inspections, health status related activities including testing, reporting, and queuing for
12 testing, reporting time pay, failure to furnish accurate wage statements including claims
13 derivative and/or related to these claims, liquidated damages, conversion of wages, that
14 the Labor Code Section 514 exemption does not apply to Defendant's employees, pre and
15 post-shift work and record-keeping violations, up to and including the date of preliminary
16 approval by the Court. This Release shall include all claims and theories arising under the
17 California Labor Code, wage orders, and applicable regulations, including Labor Code
18 Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 510,
19 511, 512, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
20 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well
21 as claims under Business and Professions Code section 17200 et seq. based on alleged
22 violations of the above Labor Code provisions, as alleged in the lawsuits. The release
23 shall run from January 1, 2024, through December 31, 2024. Except as expressly set forth
24 in this Agreement, Participating Class Members do not release any other claims,
25 including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, unemployment insurance, disability, social security,
27 workers' compensation, or Class claims based on facts occurring outside the Class
28 Period. The release shall also not include any Labor Code section 2802 claims released

1 by Class Members in connection with the following actions: Jones, et al. v. Kaiser
2 Foundation Hospitals, et al. (Los Angeles Sup. Ct. Case No. 23STCV04104), Uribe, et al.
3 v. Southern California Permanente Medical Group (Los Angeles Sup. Ct. Case No.
4 22STCV11259), and LeDoux v. The Permanente Medical Group, Inc. (Alameda County
5 Sup. Ct. Case No. 22CV019164).

6 b. Release by Non-Participating Class Members and Participating Class Members Who Are
7 Aggrieved Employees: All Aggrieved Employees fully release and discharge the
8 Releasees from any and all claims under the PAGA premised on the facts and/or
9 allegations in the Operative Complaint or PAGA Notices that arose during the PAGA
10 Period (the “PAGA Release”). It is understood and acknowledged that Aggrieved
11 Employees entitled to a share of the PAGA Penalties will be issued payment for their
12 share of the PAGA Penalties and will not have the opportunity to opt out of, or object to,
13 the PAGA Release as set forth in this Paragraph.

14 c. Release by FLSA Subclass Members: FLSA Subclass Members who timely cash or
15 otherwise negotiate their Settlement Payment Check will be deemed to have opted into
16 the Action for purposes of the FLSA and, as to those Class Members, the Released
17 Claims include any and all wage and hour claims under the Fair Labor Standards Act, 29
18 U.S.C. section 201, et seq. of whatever kind or nature, whether known or unknown,
19 contingent or accrued, under any legal theory that was or reasonably could have been
20 brought based on the facts alleged in any version of the complaints filed in the Actions.
21 The following language will be printed on the reverse of each check for their Individual
22 Class Payment, or words to this effect: “By endorsing or otherwise negotiating this
23 check, I acknowledge that I read, understood, and agree to the terms set forth in the
24 Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act
25 (“FLSA”) portion of the [Action], elect to participate in the settlement of the FLSA
26 claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
27 Only those FLSA Subclass Members who timely cash or otherwise negotiate their
28 Settlement Payment Check will be deemed to have opted into the Action for purposes of

1 the FLSA and thereby release and waive any of their claims under the FLSA arising
2 under or relating to the alleged claims. This release excludes the release of claims not
3 permitted by law.

4 24. The Court bars and permanently enjoins Plaintiffs, the Participating Class
5 Members, Participating FLSA Subclass Members, and Aggrieved Employees from asserting,
6 instituting, or prosecuting, either directly or indirectly, any settled claims which any class
7 member, FLSA subclass member, or aggrieved employee had or has to the extent provided in the
8 Settlement Agreement.

9 25. The Parties are ordered to give notice of this order to all class members and
10 Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a
11 copy of this Order on the Settlement Administrators website.

12 26. The Court hereby orders Class Counsel to submit both this judgment and the
13 order granting final approval to the LWDA in accordance with Labor Code section 2699,
14 subdivision (l)(3).

15 27. Recovery for Plaintiffs and the Class Members in this Action is limited to what is
16 set forth in the Settlement Agreement and this Final Approval Order.

17 28. The recovery for attorneys' fees is limited to what is set forth in the Settlement
18 Agreement and approved by the Court in this Final Approval Order.

19 29. **The Court hereby orders Class Counsel to file a final Report re: Distribution**
20 **of the Settlement Funds to the Court by March 26, 2027. The Court sets a non-appearance**
21 **case management review for April 9, 2027, at 9:30 a.m., OR for _____, 2027 at**
22 **_____ a.m./p.m. in Department 11 at the Spring Street Courthouse.**

23 30. Without affecting the finality of this Judgment and Order in any way, the Court
24 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation
25 and enforcement of the Settlement Agreement pursuant to further orders of the Superior Court
26 until each and every act agreed to be performed by the parties hereto shall have been performed
27 pursuant to the Settlement Agreement; (2) any other action necessary to conclude this Settlement
28 and to implement the Settlement Agreement; and (3) the enforcement, construction, and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

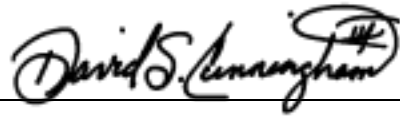
interpretation of the Settlement Agreement.

31. Neither this Order granting final approval and entering Judgment, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' Settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

32. This Judgment and Order is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

IT IS SO ORDERED.

Dated: 04/09/2026



Honorable David S. Cunningham III,
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, 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 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On March 17, 2026, I served the foregoing document(s) described as

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFFS' CLASS REPRESENTATIVE SERVICE PAYMENTS, AND REQUEST FOR ATTORNEY FEES AND COSTS

by method indicated below, on the interested parties in this action:

<p>SEYFARTH SHAW LLP Christian J. Rowley crowley@seyfarth.com Kerry Friedrichs kfriedrichs@seyfarth.com Parnian Vafaenia pvafaenia@seyfarth.com Brian B. Gillis bgillis@seyfarth.com Juliana Blackwell jblackwell@seyfarth.com Kathy Truesdale ktruesdale@seyfarth.com 560 Mission Street, 31st Floor San Francisco, California 94105</p> <p>Attorneys for Defendant KAISER FOUNDATION HOSPITALS</p>	<p>BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP Norman B. Blumenthal Kyle R. Nordrehaug Aparajit Bhowmik 2255 Calle Clara La Jolla, CA 92037 Telephone: (858)551-1223 Facsimile: (858) 551-1232 Email: Kyle@bamlawca.com Website: www.bamlawca.com</p> <p>Attorneys for Plaintiffs</p>
---	--

BY ELECTRONIC MAIL: Based on a court order via Caseanywhere

(STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 17, 2026, at Glendale, California.

Cathy Gonzalez

Cathy Gonzalez