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TARGET CORPORATION
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

11 Coordination Proceeding Special Title (Rule
12 3.550)

13 **TARGET WAGE AND HOUR CASES**

14 Included Actions:

15 *Medina et al. v. Target Corporation*
16 San Bernardino Superior Court, Case No.
CIVSB2209126

17 *Torres v. Target Corporation*
18 Sacramento Superior Court, Case No. 34-2022-
00319715

Judicial Council Coordination Proceeding
Case No.: JCCP 5259

Assigned for All Purposes To:
Hon. Wilfred J. Schneider, Jr.
Dept.: S-32

**NOTICE OF ENTRY OF
SUPPLEMENTAL FINAL APPROVAL
ORDER AND JUDGMENT**

Complaint Filed: September 22, 2022
Trial Date: None Set

1 **TO THE CLERK OF THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on October 17, 2025, the Honorable Wilfred J. Schneider,
4 Jr. of the San Bernardino County Superior Court, issued a Supplemental Final Approval Order and
5 Judgment. A true and correct copy of the Supplemental Final Approval Order and Judgment is
6 attached hereto as Exhibit A.

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Dated: November 4, 2025

DLA PIPER LLP (US)

By: 

JULIE A. DUNNE
TAYLOR WEMMER

Attorneys for Defendant
TARGET CORPORATION

Exhibit A

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 17 2025

BY Chris Goldstein
CHRIS GOLDSTEIN, DEPUTY

SUPERIOR COURT OF CALIFORNIA OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

Coordination Proceeding Special Title (Rule 3.550)

Case No. JCCP 5259

TARGET WAGE AND HOUR CASES

~~PROPOSED~~ **SUPPLEMENTAL FINAL APPROVAL ORDER AND JUDGMENT**

Included Actions:

Medina et al. v. Target Corporation
Torres v. Target Corporation

Date: October 17, 2025
Time: 8:30 a.m.
Dept.: S-32
Judge: Hon. Wilfred J. Schneider, Jr

Plaintiff Gustavo Medina, individually, and on behalf of each of the Participating Additional Class Members, the State of California, and the Additional PAGA Employees, has filed a motion for final approval of the Parties' Stipulation Regarding Supplemental Class and Private Attorneys General Act Settlement and Release ("Supplemental Settlement") in the above-referenced action. Plaintiff's motion for final approval came on regularly for hearing on October 17, 2025, in Department S-32 of the Superior Court of the State of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr. Plaintiff and the Participating Additional Class Members were represented by their

1 counsel, James Hawkins APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines
2 Law Group, APC (“Class Counsel”). Defendant Target Corporation (“Defendant”) was represented
3 by its counsel, DLA Piper LLP (US).

4 The Court has: (1) reviewed and considered the terms and conditions of the proposed
5 Supplemental Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed
6 to Additional Class Members in accordance with the Court’s Order Granting Preliminary Approval
7 of the Supplemental Class and Private Attorneys General Act Settlement and Notice Procedures
8 entered on May 12, 2025 (the “Supplemental Preliminary Approval Order”); (3) reviewed and
9 considered the application for Supplemental Class Counsel Costs Award; (4) held a Final Approval
10 Hearing; (5) taken into account the presentations and other proceedings at the Final Approval
11 Hearing; and (6) considered the Supplemental Settlement in the context of all prior proceedings had
12 in this Action.

13 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

14 A. Capitalized terms used in this Order that are not otherwise defined herein shall have
15 the meaning assigned to them in the Supplemental Settlement.

16 B. The Court has subject-matter jurisdiction over the Action and all acts within the
17 Action, and over all the Parties to the Action, including Plaintiff, Defendant, the State of California,
18 Participating Additional Class Members, and Additional PAGA Employees.

19 C. Pursuant to the Supplemental Preliminary Approval Order and according to the
20 Declaration of Madely Nava, the court-appointed Settlement Administrator, Apex Class Action
21 LLC, mailed by First Class U.S. Mail a Notice of Settlement in the form attached as **Exhibit A** to
22 the Supplemental Settlement Agreement to all Additional Class Members. The Notice of Settlement
23 fairly and adequately advised Additional Class Members of the terms of the proposed Supplemental
24 Settlement, of the preliminary approval of the proposed Supplemental Settlement, of their right to
25 receive their shares of the Supplemental Settlement, of the scope and effect of the Released Class
26 Claims, of their rights and obligations relating to opting out of or objecting to the Supplemental
27 Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final
28 Approval Hearing. Additional Class Members had adequate time to consider this information and

1 to use the procedures identified in the Notice of Settlement. The Court finds and determines that this
2 notice procedure afforded adequate protections to Additional Class Members and provides the basis
3 for the Court to make an informed decision regarding approval of the Settlement based on the
4 responses of Additional Class Members. The Court finds and determines that the Notice of
5 Settlement provided to Additional Class Members was the best notice practicable, which satisfied
6 the requirements of law and due process.

7 D. The Court finds that Plaintiff's notice of the proposed Settlement submitted to the
8 California Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant
9 to California Labor Code section 2699(*l*). The LWDA has not filed any document related to this
10 Action with the Court.

11 E. The Supplemental Settlement is in all respects fair, reasonable, adequate, and proper,
12 and in the best interests of the Participating Additional Class Members. In reaching this conclusion,
13 the Court considered a number of factors, including: (1) the strength of Plaintiffs' claims; (2) the
14 risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in
15 settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the experience
16 and views of Class Counsel and Defense Counsel; and (6) the reaction of the Additional Class
17 Members to the proposed Supplemental Settlement. The Court finds that the Supplemental
18 Settlement offers significant monetary recovery to all Participating Additional Class Members, and
19 finds that such recovery is fair, reasonable, and adequate when balanced against the risk of further
20 litigation related to damages issues. The Court further finds that counsel for the Parties engaged in
21 sufficient investigation, research, and formal and informal discovery such that Class Counsel and
22 Defense Counsel were able to reasonably evaluate their respective positions at the time of
23 settlement. The Court finds that the Supplemental Settlement will avoid substantial additional costs
24 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
25 Court further finds that the Supplemental Settlement has been reached as the result of serious and
26 non-collusive arms-length negotiations. The Court further finds that the relief provided for under
27 the Private Attorneys General Act ("PAGA") is genuine, meaningful, and consistent with PAGA's
28 underlying purpose of benefiting the public. Thus, the Court finally approves the Supplemental

1 Settlement set forth in the Supplemental Settlement Agreement and finds that the Supplemental
2 Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court directs the
3 Parties to effectuate the Supplemental Settlement according to its terms.

4 F. In the Supplemental Preliminary Approval Order, the Court conditionally certified
5 the Released Class Claims on behalf of the Additional Class Members for settlement purposes. In
6 response to the Notice of Settlement, no Additional Class Members objected to the Supplemental
7 Settlement and no Additional Class Members requested exclusion from the Supplemental
8 Settlement. The Court deems the response to the Notice of Settlement to be an endorsement of the
9 fairness, adequacy, and reasonableness of the Supplemental Settlement.

10 On the basis of the foregoing findings and conclusions, as well as the submissions and
11 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
12 **AND DECREED:**

13 1. Plaintiff's motion for final approval of the Supplemental Settlement is **GRANTED**.
14 The Supplemental Settlement is hereby approved as fair, reasonable, adequate, and in the best
15 interests of the Participating Additional Class Members, and the requirements of due process have
16 been satisfied. The Parties are ordered and directed to effectuate the Supplemental Settlement
17 according to its terms.

18 2. The Court, having found that each of the elements of California Code of Civil
19 Procedure section 382 are satisfied, certifies the following Participating Additional Class Members
20 regarding the Class Claims: all individuals employed by Target at one or more Target distribution
21 centers in the State of California in non-exempt positions at any time during the Class Period, *i.e.*,
22 March 21, 2019, through and including December 10, 2023, who did not opt out of the Supplemental
23 Settlement.

24 3. Participating Additional Class Members shall be subject to all of the provisions of
25 the Supplemental Settlement Agreement, and this Supplemental Final Approval Order and
26 Judgment to be entered by the Clerk of the Court, as set forth herein, including with respect to the
27 Released Class Claims.

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1 4. For purposes of this Supplemental Final Approval Order and this Settlement, the
2 Court hereby confirms the appointment of Apex Class Action LLC as the Settlement Administrator
3 to administer the Settlement as more specifically set forth in the Supplemental Agreement, and
4 further finally approves Supplemental Settlement Administration Costs, as fair and reasonable, of
5 \$6,900.00.

6 5. For purposes of this Supplemental Final Approval Order and this Supplemental
7 Settlement, the Court hereby confirms the appointment of Plaintiff Gustavo Medina as the Class
8 Representative for the Participating Additional Class Members.

9 6. For purposes of this Supplemental Final Approval Order and this Settlement, the
10 Court finally approves the payment of Supplemental Class Counsel Costs Award in the amount of
11 \$568.64 to Class Counsel as fair and reasonable. The Class Counsel Costs Award shall fully satisfy
12 all litigation costs incurred by the attorneys representing Plaintiffs in the Action. No other attorneys
13 or law firms shall be entitled to any award of costs from Defendant in any way connected with the
14 Action. The Court hereby orders the Settlement Administrator to distribute the Supplemental Class
15 Counsel Costs Award to Class Counsel, in accordance with the provisions of this Order and the
16 Supplemental Agreement.

17 7. For purposes of this Final Approval Order and this Settlement, the Court hereby
18 approves the Additional PAGA Distribution Amount in the amount of \$236.40 as fair and
19 reasonable. Pursuant to the terms of the Supplemental Agreement, seventy-five percent (75%) of
20 the Additional PAGA Distribution Amount (*i.e.*, \$177.30) shall be distributed to the LWDA, and
21 twenty-five percent (25%) of the PAGA Distribution Amount (*i.e.*, \$59.10) shall be distributed to
22 the Additional PAGA Employees. Payment of the Additional PAGA Distribution Amount shall
23 resolve all claims for civil penalties under PAGA for the Released PAGA Claims for the Additional
24 PAGA Employees. The Court hereby orders the Settlement Administrator to distribute the
25 Supplemental PAGA LWDA Payment to the LWDA and to distribute the Additional PAGA
26 Employee Payments to the Additional PAGA Employees in accordance with the provisions of this
27 Order and the Agreement.

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1 8. For purposes of this Final Approval Order and this Settlement, the Court hereby
2 approves the Additional Class Member Payments in the aggregate amount of \$15,150.98 as fair,
3 reasonable, and adequate. The Court hereby orders the Settlement Administrator to distribute the
4 Additional Class Member Payments to Participating Additional Class Members in accordance with
5 the provisions of this Order and the Supplemental Settlement Agreement.

6 9. Any checks issued to Participating Additional Class Members or Additional PAGA
7 Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from
8 the date of their issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void
9 Date. Any re-mailed or re-issued check shall remain valid and negotiable for one hundred and eighty
10 (180) calendar days from the date the original check was mailed. Any unclaimed funds resulting
11 from Additional Class Members' failure to cash Additional Class Member Payment checks and/or
12 Additional PAGA Employee Payment checks by the Void Date shall be transmitted by the
13 Settlement Administrator to the Cy Pres Recipient, Legal Aid at Work, within fourteen (14) calendar
14 days of the Void Date. The Court approves the Cy Pres Recipient as an appropriate recipient of these
15 funds. Any refunded employee-side payroll taxes corresponding to the wage component of any
16 uncashed Additional Class Member Payment checks shall be transmitted by the Settlement
17 Administrator to the Cy Pres Recipient within fourteen (14) calendar days of the Settlement
18 Administrator's receipt of the refunded employee-side payroll taxes. Any refunded employer-side
19 payroll taxes corresponding to the wage component of any uncashed Additional Class Member
20 Payment checks shall be returned to Defendant within fourteen (14) calendar days of the Settlement
21 Administrator's receipt of the refunded employer-side payroll taxes.

22 10. Upon the Effective Date and full funding of the Supplemental Gross Settlement
23 Amount, Plaintiff – individually and on behalf of the State of California and Additional PAGA
24 Employees – shall be deemed to have fully and irrevocably released the Released Parties from the
25 Released PAGA Claims, as defined in the Supplemental Settlement Agreement, which are any and
26 all claims, rights, demands, and liabilities of every nature and description, whether known or
27 unknown, for civil penalties that were asserted or that could have been asserted based on the facts
28 alleged in the Second Amended Consolidated Class Action and PAGA Complaint that arose during

1 the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of
2 California Labor Code sections 201-204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 218.5,
3 218.6, 221-224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1024.5, 1174, 1174.5, 1182.12,
4 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, and 2802, violations of California Code of
5 Regulations, Title 8, Section 11000, et seq., and violations of the applicable IWC Wage Order(s),
6 and by incorporation any and all of the alleged conduct included in the defined Class Claims. The
7 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
8 claims for wrongful termination, discrimination, unemployment insurance, disability and worker's
9 compensation, and claims outside of the PAGA Period.

10 11. Plaintiff, the State of California, and Additional PAGA Employees will release such
11 Released PAGA Claims for the PAGA Period, *i.e.*, the release of PAGA Claims will run from
12 February 23, 2021, through and including December 10, 2023. Plaintiff, the State of California, and
13 the Additional PAGA Employees may discover facts in addition to or different from those they now
14 know or believe to be true with respect to the subject matter of the Released PAGA Claims, but
15 upon the Effective Date and contingent upon full funding, they shall be deemed to have – and by
16 operation of this Supplemental Final Approval Order and Judgment, they shall have – fully, finally,
17 and forever settled and released any and all of the Released PAGA Claims. On behalf of the State
18 of California and all Additional PAGA Employees, Plaintiff agrees that, as of the Effective Date
19 and contingent upon full funding, Plaintiff, the State of California, and all Additional PAGA
20 Employees are hereby forever barred and enjoined from prosecuting the Released PAGA Claims
21 against the Released Parties.

22 12. Upon the Effective Date and full funding of the Supplemental Gross Settlement
23 Amount, Plaintiff and each of the Participating Additional Class Members shall be deemed to have
24 fully and irrevocably released the Released Parties from the Released Class Claims, as defined in
25 the Supplemental Agreement, which are any and all claims, rights, demands, and liabilities of every
26 nature and description, whether known or unknown, suspected or unsuspected, arising under federal,
27 state, or local law, that were asserted or that could have been asserted based on the facts alleged in
28 the Second Amended Consolidated Class Action and PAGA Complaint, that arose during the Class

1 Period, including but not limited to: unfair competition in violation of California Business &
2 Professions Code section 17200, et seq.; failure to pay for all hours worked including due to rounding
3 of time punches, off-the-clock work, time spent in security screenings (including but not limited to
4 bag and other security checks), time spent in COVID screenings (including but not limited to
5 temperature checks and symptom questionnaires), controlled walking time, and/or controlled meal
6 and rest periods; failure to pay minimum wages in violation of California Labor Code sections 1194,
7 1197, and 1197.1 including due to rounding of time punches, off-the-clock work, time spent in
8 security screenings (including but not limited to bag and other security checks), time spent in COVID
9 screenings (including but not limited to temperature checks and symptom questionnaires), controlled
10 walking time, and/or controlled meal and rest periods; failure to accurately pay all wages based on
11 the regular rate of pay by failing to include incentive pay based on employee performance in the
12 regular rate calculation; failure to pay overtime wages in violation of California Labor Code section
13 510 and the applicable IWC Wage Order including due to rounding of time punches, off-the-clock
14 work, time spent in security screenings (including but not limited to bag and other security checks),
15 time spent in COVID screenings (including but not limited to temperature checks and symptom
16 questionnaires), controlled walking time, controlled meal and rest periods, and failure to accurately
17 calculate the regular rate of pay; failure to provide meal periods and to pay meal period premiums at
18 the correct regular rate of pay in violation of California Labor Code section 512 and the applicable
19 IWC Wage Order, including missed, late, short, controlled, and/or interrupted meal periods; failure
20 to provide rest periods and to pay rest period premiums at the correct regular rate of pay in violation
21 of California Labor Code section 226.7 and the applicable IWC Wage Order, including missed, late,
22 short, controlled, and/or interrupted rest periods; failure to pay sick pay wages at the correct regular
23 rate of pay in violation of California Labor Code sections 201-204, 223, and 246; failure to pay
24 reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from
25 wages in violation of in violation of California Labor Code section 221; failure to provide accurate
26 wage statements in violation of California Labor Code section 226; failure to reimburse business
27 expenses in violation of California Labor Code section 2802; failure to pay wages when due in
28 violation of California Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute

1 the Acción on behalf of Additional Class Members; and any other derivative remedies, penalties,
2 and interest available under the law based on the facts alleged in the Second Amended Consolidated
3 Class Action and PAGA Complaint. Except as expressly set forth in the Agreement, Participating
4 Additional Class Members do not release any other claims, including claims for vested benefits,
5 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
6 disability, social security, workers' compensation, or claims based on facts occurring outside the
7 Class Period. Participating Additional Class Members will release such Released Class Claims for
8 the Class Period, *i.e.*, the release of PAGA Claims will run from March 21, 2019, through and
9 including December 10, 2023. Plaintiff and Participating Additional Class Members may discover
10 facts in addition to or different from those they now know or believe to be true with respect to the
11 subject matter of the Released Class Claims, but upon the Effective Date and contingent upon full
12 funding, they shall be deemed to have – and by operation of this Supplemental Final Approval Order
13 and Judgment, they shall have – fully, finally, and forever settled and released any and all of the
14 Released Class Claims. On behalf of all Participating Additional Class Members, Plaintiff agrees
15 that, as of the Effective Date and contingent upon full funding, Plaintiff and all Participating
16 Additional Class Members are hereby forever barred and enjoined from prosecuting the Released
17 Class Claims against the Released Parties.

18 13. The terms of the Agreement, and this Supplemental Final Approval Order and
19 Judgment, are binding on Plaintiff, the State of California, Participating Additional Class Members,
20 and the Additional PAGA Employees, and those terms shall have, to the fullest extent permitted by
21 law, *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other
22 proceedings maintained by or on behalf of Participating Additional Class Members, the State of
23 California, and Additional PAGA Employees, to the extent those claims, lawsuits or other
24 proceedings fall within the scope of Released Class Claims and/or Released PAGA Claims as set
25 forth in the Agreement.

26 14. Neither this Supplemental Final Approval Order and Judgment, the Supplemental
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Supplemental
28 Agreement is, may be construed as, or may be used as an admission by or against Defendant or any

1 of the other Released Parties of any fault, wrongdoing, or liability whatsoever. Nor is this
2 Supplemental Final Approval Order and Judgment a finding of the validity of any of the Released
3 Class Claims or Released PAGA Claims or of any wrongdoing by Defendant or any of the other
4 Released Parties. The entering into or carrying out of the Supplemental Agreement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession with regard to the denials or defenses by Defendant or any
7 of the other Released Parties and shall not be offered in evidence against Defendant or any of the
8 Released Parties in any action or proceeding in any court, administrative agency, or other tribunal
9 for any purpose whatsoever other than to enforce the provisions of this Supplemental Final Approval
10 Order and Judgment, the Supplemental Agreement, or any related agreement or release.
11 Notwithstanding these restrictions, any of the Released Parties may file in the above-captioned
12 action or in any other proceeding this Supplemental Final Approval Order and Judgment, the
13 Agreement, or any other papers and records on file in the Action as evidence of the Supplemental
14 Settlement and to support a defense of *res judicata*, collateral estoppel, release, waiver, or other
15 theory of claim preclusion, issue preclusion, or similar defense.

16 15. In the event that the Supplemental Settlement does not become final and effective in
17 accordance with the terms of the Agreement, then this Supplemental Final Approval Order and
18 Judgment and all orders entered in connection herewith, shall be rendered null and void and be
19 vacated. Moreover, any funds tendered by Defendant shall be returned and/or retained by Defendant
20 consistent with the terms of the Settlement.

21 16. Without in any way affecting the finality of this Supplemental Final Approval Order
22 and Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the
23 interpretation, implementation, and enforcement of the terms of the Settlement pursuant to
24 California Code of Civil Procedure section 664.6.

25 17. Within ten (10) days of this Supplemental Final Approval Order and Judgment,
26 Plaintiff shall submit a copy of this Final Approval Order and Judgment to the LWDA.

27 18. Within ten (10) days of this Supplemental Final Approval Order and Judgment, the
28 Settlement Administrator shall provide notice of this Supplemental Final Approval Order and

1 Judgment to Additional Class Members by posting this Supplemental Final Approval Order and
2 Judgment on the settlement website.

3 19. After administration of the Supplemental Settlement has been completed in
4 accordance with the Supplemental Agreement, including the expiration of the 180-day check
5 cashing deadline, the Settlement Administrator shall provide a report to be filed with this Court
6 certifying compliance with the terms of the Supplemental Settlement.

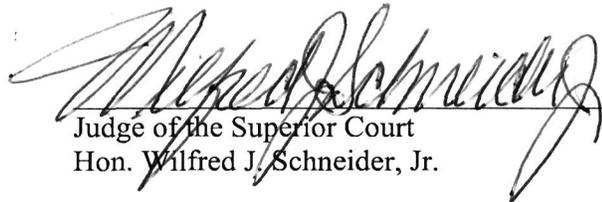
7 20. The Settlement Administrator shall provide a declaration regarding the disbursement
8 of the Supplemental Settlement funds to be filed on or before 7/27/26. The terms of the
9 Supplemental Agreement, and this Supplemental Final Approval Order and Judgment are binding
10 on the Parties.

11 21. A compliance hearing is set for 8/10/26 at 8:30am, D-532.

12 22. This document shall constitute a final judgment pursuant to California Rule of Court
13 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
14 hearing, the court must make and enter judgment. The judgment must include a provision for the
15 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
16 may not enter an order dismissing the action at the same time as, or after the entry of judgment."

17 **IT IS SO ORDERED.**

18
19 Dated: 10/17/2025


Judge of the Superior Court
Hon. Wilfred J. Schneider, Jr.

PROOF OF SERVICE

I, the undersigned, certify and declare that I am a resident of the United States, over 18 years of age and am not a party to the within action. My business address is 4365 Executive Drive, Suite 1100, San Diego, CA 92121.

On November 4, 2025, I served the following document(s) described as:

NOTICE OF ENTRY OF SUPPLEMENTAL FINAL APPROVAL ORDER AND JUDGMENT

by providing a true and correct copy of the aforementioned document(s) on the interested parties in this action identified as follows and by the means designated below:

(BY MAIL) The envelope was mailed with postage thereon fully prepaid. As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY E-MAIL) by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

(BY OVERNIGHT MAIL) I am readily familiar with the firm’s practice of collection and processing correspondence for mailing with an overnight courier service. Under that practice it would be deposited with said overnight courier service on that same day with delivery charges thereon billed to sender’s account, at San Diego, California in the ordinary course of business. The envelope was sealed and placed for collection and mailing on that date following ordinary business practices.

(BY ELECTRONIC SERVICE) I electronically filed the aforementioned document(s) with the clerk of this court, through a court-approved E-File Service Provider (EFSP). The EFSP will send email notification of the e-filing to the party(ies) and their counsel of record at the email address(es) identified below.

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Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 4, 2025 at San Diego, California.

Michelle Hittle