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16 Attorneys for Plaintiff CARLO GONZALES
17 on behalf of the general public as private attorney general.

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

20 CARLO GONZALES on behalf of the general
21 public as private attorney general,

22 Plaintiff,

23 v.

24 WELLS FARGO BANK, NATIONAL
25 ASSOCIATION, a United States Corporation;
26 and DOES 1-50, inclusive,

27 Defendants.

CASE NO.: 22STCV26106

**PLAINTIFF'S NOTICE OF ORDER RE
DISMISSAL OF PAGA COMPLAINT TO
THE LWDA**

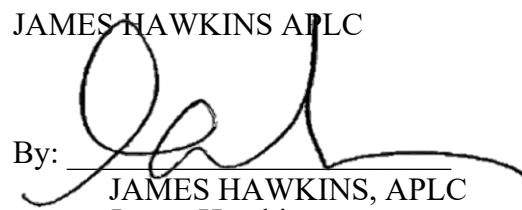
Complaint filed: August 12, 2022

1 **TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE THAT on January 31, 2024 this Court entered Dismissal of this
4 action following execution of the Confidential Settlement Agreement and General Release by all
5 parties. A true and correct copy of the fully executed Settlement Agreement is attached hereto as
6 Exhibit A and a true and correct copy of the January 31, 2024 Order Re Dismissal is attached as
7 Exhibit B.

8
9 Dated: February 29, 2024

JAMES HAWKINS APLC

10
11 By: 

JAMES HAWKINS, APLC

James Hawkins

Greg Mauro

Michael Calvo

Ava Issary

Lauren Falk

Attorneys for Plaintiff

CARLO GONZALES

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by WELLS FARGO BANK, N.A. (the "Company"), and CARLO GONZALES, for himself and his heirs, successors and assigns (hereinafter referred to as "Gonzales").

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Gonzales alleged that various actions of the Released Parties (defined in Paragraph Seventh herein) during the time of his employment have been wrongful and unlawful.

WHEREAS, Gonzales filed a putative class action complaint in the Los Angeles County Superior Court, Case No. 22STCV18481, on behalf of himself and on behalf of other employees purportedly "similarly situated" which was dismissed without prejudice. Gonzales also filed a representative action complaint in the Los Angeles County Superior Court, Case No. 22STCV26106, on behalf of himself on behalf of other allegedly "aggrieved employees," which included a cause of action for penalties under the Private Attorneys General Act



("PAGA"), after which Gonzales' individual claim under PAGA was submitted for binding arbitration with the American Arbitration Association ("AAA"), Case No. 01-23-0004-4198, pursuant to the parties' arbitration agreement (collectively, the "Action").

WHEREAS, Gonzales represents that he has been advised to consult with an attorney before entering into this Agreement, that he had an opportunity to discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Gonzales desires to settle fully and finally all claims, known or unknown, against the Released Parties from the beginning of time to the date he executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

A handwritten signature in black ink, appearing to be 'LJ' or similar, written over the 'Initials' label.

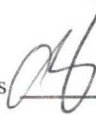
FIRST: **Non-Admission of Liability.**

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Gonzales or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Gonzales or any other person or persons.

SECOND: **No Other or Future Lawsuits, Charges or**
Complaints of Any Nature Whatsoever.

Gonzales represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Released Parties in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Gonzales further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Released Parties with any court or in arbitration based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the



Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Released Parties.

Gonzales further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with and/or separation from employment with the Company to the fullest extent permitted by law.

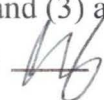
Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Gonzales files any action against the Released Parties alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Gonzales files any other action against the Released Parties for anything other than an alleged breach by the Company of this Agreement, including but not limited to a representative action under PAGA or a class action: (i) the Company will be entitled to recover from Gonzales the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Handwritten initials, possibly "MG", in black ink.

Gonzales further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the PAGA claim to the extent it is brought on behalf of anyone other than Gonzales. Gonzales and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps, including execution of any necessary documents (including but not limited to the Stipulation to Dismiss the Action), in order to implement the terms of this Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court for approval with the specific sums in Paragraph Third redacted except for the amount allocated as civil penalties. This Agreement will only be submitted to the Court if the Court requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: **Benefits to Gonzales.**

The Company agrees to and will pay to Gonzales the following benefits in exchange for this Release: The Company will mail to Gonzales' counsel the following checks: (1) a check made payable to "Carlo Gonzales" in the gross amount of \$9,518.93 **[50% of the amount payable to Gonzales]** (less legally required deductions), for which a W-2 will be issued, (2) a check made payable to "Carlo Gonzales and James Hawkins APLC Client Trust Account" in the amount of \$9,518.93, for which all required 1099s will be issued, and (3) a

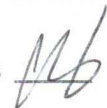


check made payable to "James Hawkins, APLC" in the amount of \$15,462.14 for which all required 1099s will be issued **[total of three checks to be \$34,500]**. In addition, the sum of \$500.00 shall be allocated as civil penalties for settlement of the PAGA cause of action, with 75 percent (\$375.00) being paid to the Labor and Workforce Development Agency ("LWDA") and 25% (\$125.00) to Gonzales.

The PAGA release is limited to Gonzales and does not release the claims of any other individual. The foregoing checks will be mailed within thirty (30) calendar days after all of the following have occurred: (1) counsel for the Company receives this Confidential Settlement Agreement and General Release executed by Gonzales and completed W-9 forms for Gonzales and Gonzales' counsel (the most current version with non-electronic signatures), (2) the Action has been dismissed with prejudice as to Gonzales and without prejudice as to the claims of the other allegedly aggrieved employees, and provided that Gonzales does not revoke the ADEA release set forth in Paragraph Seventh.

Gonzales agrees that this Agreement is contingent on the dismissal of the entire Action with prejudice as to Gonzales' claims, the dismissal of the claims of the other allegedly aggrieved employees without prejudice, as described above, and the Court's approval pursuant to Labor Code Section 2699(1)(2).

Should the parties fail to obtain dismissal of the PAGA claims of other allegedly aggrieved employees and/or Court approval of this Settlement, the Agreement



shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

Gonzales agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Released Parties from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others.

FOURTH: Responsibility for Taxes.

Gonzales agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Gonzales agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Action and that any and all such

A handwritten signature in black ink, appearing to be 'GJ', written over a horizontal line.

similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Gonzales.

SIXTH: Confidentiality.

Gonzales represents that he will keep completely confidential, and will not disclose, the amount of money paid to him under this Agreement, or the fact that money was paid to him under this Agreement, to any person or persons except his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality.

Gonzales understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth by Gonzales will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Gonzales further agrees that the damages resulting from a breach of this confidentiality provision will be difficult to determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$3,000.00 as liquidated damages in the event of a breach by Gonzales. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.



Gonzales further agrees that he will respond to all inquiries about the Action with words to the effect of the following: "The matter has been resolved." Gonzales will not inform anyone that he received a payment in connection with the Action.

As part of his agreement to comply with this confidentiality provision, Gonzales agrees not to deposit, cash or otherwise negotiate payment of the settlement check(s) at any Wells Fargo Bank, N.A. location where Wells Fargo employees know him and/or where Wells Fargo employees are aware that he has or had potential legal claims against the Company. To the extent Gonzales needs to negotiate payment of his settlement check(s) at a Wells Fargo Bank, N.A. location, he shall do so in a manner that preserves the privacy and confidentiality of the transaction and this Agreement.

Gonzales further agrees not to express any derogatory or damaging maliciously untrue statements about the Company, the management of the Company, the Company's products, services, or customers, or the business condition of the Company in any public way or to anyone who could make these statements public.

This Agreement does not, in any way, restrict or impede Gonzales from exercising protected rights under Section 7 of the National Labor Relations



Act, such as, but not limited to, (i) discussing the terms and conditions of Gonzales' employment with co-workers or union representatives, (ii) filing unfair labor practice charges, (iii) assisting other employees in filing unfair labor practice charges, and (iv) assisting the NLRB in an investigation process.

Further, nothing contained in this Agreement prohibits or restricts Gonzales (or his attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, the National Labor Relations Board, the EEOC, the OCC, the FDIC, the CFPB, the FRB, or any self-regulatory organization or governmental authority charged with the enforcement of any laws. This provision also shall not prohibit Gonzales from providing information regarding this matter to any regulatory body in response to a lawful request for information, or prohibit Gonzales from disclosing such information to the extent required by law.

SEVENTH: Complete Release.

Gonzales, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, predecessors, successors and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action,



rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Gonzales' employment with the Company or the cessation of that employment. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Business and Professions Code and all other laws governing the employment of persons in the State of California) (hereinafter collectively, "Claim" or "Claims") from the beginning of time to the date of execution hereof.

Gonzales represents that he is aware of all alleged violations of the California Labor Code during his employment with the Company and, as part of this Agreement to resolve the existing dispute between Gonzales and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act.

Handwritten initials, possibly "MB", in black ink.

In exchange for material portions of the additional pay and benefits provided in this Agreement and in accordance with the Older Workers Benefit Protection Act, Gonzales hereby knowingly and voluntarily waives and releases all rights and claims, known and unknown, arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, which he might otherwise have had against the Released Parties regarding any aspect of his employment, up to the date Gonzales executes this Agreement.

Gonzales is hereby advised (a) to consult with an attorney prior to signing this Agreement and (b) that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company. In addition, Gonzales has a period of seven (7) days following his execution of this Agreement in which he may revoke the release of rights or claims that he may have arising under the ADEA. Any revocation must be in writing and must be received by the Company's counsel, Theresa A. Kading, within the seven-day revocation period. In the event that Gonzales exercises his right of revocation, the release of Gonzales' rights under the ADEA shall become null and void (but as to all other released claims, the release shall remain valid), and Gonzales shall be entitled to only 10% of the payment specified in Paragraph Third. Gonzales' revocation rights shall extend to only his rights under the ADEA and no other rights released by this Agreement. If Gonzales does not advise the Company (by a

writing received by the Company's counsel, Theresa A. Kading) within such seven-day period of his intent to revoke the ADEA release, Gonzales has waived his right to revoke the ADEA release and it will become effective.

EIGHTH: Knowing and Voluntary Waiver of Known and Unknown Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Gonzales. Such Section reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

In order to achieve a full and complete release of the Released Parties, Gonzales acknowledges that this Agreement is intended to and does include in its effect all Claims that Gonzales does not know or suspect to exist in his favor at the time that he signs this Agreement.



NINTH: Ownership of Claims.

Gonzales represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he is releasing in this Agreement. Gonzales further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: Acknowledgment of Ineligibility for Rehire.

Gonzales acknowledges and agrees that, due to the reason for the termination of his employment with the Company, he is ineligible for re-hire under Company policy. Gonzales further agrees that he does not dispute his designation by the Company as ineligible for re-hire and waives any claim arising out of the designation. Gonzales further agrees that this acknowledgment is



admissible and may be introduced in any proceeding in which Gonzales files any other action against the Company.

TWELFTH: Entire Agreement.

Gonzales and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above.

THIRTEENTH: Severability.

Except for the release provisions set forth in Paragraphs Seventh and Eighth, should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement. If the release provisions set forth in Paragraphs Seventh and/or Eighth are declared or determined to be illegal, invalid, or otherwise unenforceable in whole or in material part and the parties are unable to execute new release provisions that achieve the same material effect for the Released Parties, Gonzales agrees to and shall return the full amount of the settlement



payment referenced above in Paragraph Third within ten (10) business days of receiving demand for same by the Company.

FOURTEENTH: Acknowledgment of Understanding.

Gonzales understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Gonzales further represents that he has been given a reasonable period of time to review and consider this Agreement.

FIFTEENTH: Enforcement.

Any dispute hereafter arising between the parties, including but not limited to a dispute pertaining to the formation, validity, interpretation, effect or alleged breach of this Agreement, or any act which allegedly has or would violate any provision of this Agreement, will be governed in all respects by California law and submitted to final and binding arbitration before the AAA. The prevailing party to any such action will be entitled to their reasonable attorney's fees and costs.



PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date the last of the following have occurred: (1) eight days have passed since Gonzales executed the Confidential Settlement Agreement and General Release, and (2) the Court and AAA dismisses the Action with prejudice as to the individual claims of Gonzales, and the Court dismisses the Action without prejudice as to the claims of the other allegedly aggrieved employees.

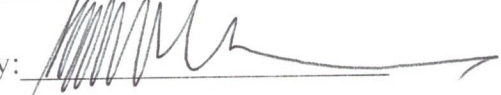
Wells Fargo Bank, N.A.

By: 
 2A8F7404EGA84C8...

Lead RBP

Dated: January 17, 2024

Carlo Gonzales

By: 

Dated: January 16, 2024

Approved as to Form:

Ava Issary, Esq.
Counsel for Carlo Gonzales

By: 

Dated: January 16, 2024

EXHIBIT B

1 THERESA A. KADING (SBN 211469)
2 Email: tkading@kadingbriggs.com
3 KADING BRIGGS LLP
4 100 Spectrum Center Drive, Suite 800
Irvine, California 92618
Telephone: (949) 450-8040
Facsimile: (949) 450-8033

5 Attorneys for Defendant
6 WELLS FARGO BANK, N.A.

7 JAMES R. HAWKINS (SBN 192925)
8 Email: James@jameshawkinsaplc.com
9 GREGORY MAURO (SBN 222239)
10 Email: Greg@jameshawkinsaplc.com
11 AVA ISSARY (SBN 342252)
12 Email: Ava@jameshawkinsaplc.com
13 JAMES HAWKINS APLC
14 9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

15 Attorneys for Plaintiff
16 CARLO GONZALES

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF LOS ANGELES

20 CARLO GONZALES, on behalf of the
21 general public as private attorney
22 general,

23 Plaintiff,

24 vs.

25 WELLS FARGO BANK, NATIONAL
26 ASSOCIATION, a United States
27 Corporation; and DOES 1-50,
28 inclusive,

Defendants.

CASE NO. 22STCV26106

Assigned for all purposes to Hon. Maurice
Leiter, Department 54

**JOINT STIPULATION AND
~~PROPOSED~~ ORDER RE: DISMISSAL
OF THE ACTION**

Complaint filed: August 12, 2022
Trial Date: None

1 Plaintiff Carlo Gonzales (“Plaintiff”) and defendant Wells Fargo Bank, N.A.
2 (“Wells Fargo”) (together, the “Parties”), by and through their respective counsel, hereby
3 stipulate as follows and mutually request the Court to enter an order in accordance
4 therewith.

5 STIPULATION

6 1. Plaintiff filed his Complaint on or about August 12, 2022, asserting a
7 representative claim pursuant to the Private Attorneys General Act (“PAGA”) on behalf of
8 himself and other allegedly “aggrieved employees” alleging: (1) failure to provide
9 compliant rest periods and pay rest period premium pay, (2) failure to provide compliant
10 meal periods and pay meal period premium pay, (3) failure to pay for all time worked,
11 including minimum wage and overtime, (4) failure to reimburse for necessary business
12 expenses, (5) failure to provide compliant wage statements, (6) failure to timely pay all
13 wages upon separation, (7) failure to pay vested vacation pay at termination, and (8)
14 failure to properly calculate the regular rate of pay for purposes of overtime and meal/rest
15 period premium pay.

16
17 2. Thereafter, the parties stipulated, and the Court ordered, that Plaintiff’s
18 individual claim under PAGA be submitted to final and binding arbitration before the
19 AAA, to be conducted by the AAA in accordance with the terms of the Arbitration
20 Agreement. Plaintiff submitted his individual claim under PAGA to binding arbitration
21 with the AAA, which is currently pending.

22
23 3. Wells Fargo has made Plaintiff aware of various class and representative
24 action settlements which affect Plaintiff’s claims in this matter, and has provided Plaintiff
25 with information regarding Plaintiff’s claims against Wells Fargo. In light of the
26 foregoing, Plaintiff and Wells Fargo have reached a confidential settlement with regard to
27 Plaintiff’s individual claims, including his individual claim under PAGA, pursuant to
28 which Plaintiff and the Labor and Workforce Development Agency will receive

1 consideration. This settlement was the result of an arms-length negotiation by the Parties.
2 The settlement is fair, reasonable, and adequate and is not the result of overreaching or
3 collusion. The Settlement Agreement entered into by Plaintiff contains a confidentiality
4 provision but will be made available to the Court for an *in camera* review if the Court
5 would like to review it.

6
7 4. In light of this settlement, the Parties request that the settlement be approved
8 pursuant to California Labor Code Section 2699(1)(2) and that Plaintiff's individual claim
9 under PAGA be dismissed with prejudice. The Parties will also submit a dismissal with
10 prejudice to the AAA as to the pending arbitration of Plaintiff's individual claims. No
11 consideration, direct or indirect, is being given to Plaintiff to resolve the claims of any
12 individual other than Plaintiff, and the settlement reached between Plaintiff and Wells
13 Fargo does not release the claims of any individual other than Plaintiff.

14
15 5. Plaintiff requests that the PAGA claim as to any allegedly aggrieved
16 employees other than Plaintiff be dismissed without prejudice.

17
18 6. The Parties agree to bear their own costs and attorneys' fees with respect to
19 the dismissal of the PAGA claim as to any allegedly aggrieved employees other than
20 Plaintiff.

21 **IT IS SO STIPULATED.**

22
23 DATED: January 23, 2024

JAMES HAWKINS APLC

24
25 By: /s/ Gregory Mauro
26 GREGORY MAURO

27 Attorneys for Plaintiff
28 CARLO GONZALES

1 DATED: January 24, 2024

KADING BRIGGS LLP

2
3 By: 
4 THERESA A. KADING

5 Attorneys for Defendant
6 WELLS FARGO BANK, N.A.
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~~PROPOSED~~ ORDER

Upon review and consideration of the joint stipulation of the Parties, and with good cause appearing therefore, **IT IS HEREBY ORDERED** that:

The settlement of the Action is approved pursuant to California Labor Code Section 2699(1)(2) and Plaintiff's individual claim under PAGA is dismissed with prejudice. Plaintiff's PAGA claim as to allegedly aggrieved employees other than Plaintiff is dismissed without prejudice. The foregoing results in a dismissal of the Action in its entirety. The Court to retain jurisdiction under CCP section 664.6 to enforce the terms of the settlement.

IT IS SO ORDERED.

DATED: 01/31/2024



Maurice A. Leiter

JUDGE OF THE SUPERIOR COURT
Maurice A. Leiter / Judge

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18, and not a party to the within action. My business address is Kading Briggs LLP, 100 Spectrum Center Drive, Suite 800, Irvine, CA 92618.

On **January 24, 2024**, I served the foregoing document(s) described as: **JOINT STIPULATION AND [PROPOSED] ORDER RE: DISMISSAL OF THE ACTION** on the interested parties in this action by the method indicated below and to the following addresses:

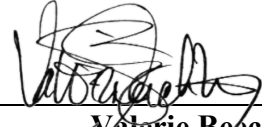
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618

Attorneys for Plaintiff CARLO GONZALES,
on behalf of the general public as private
attorney general

Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Greg@jameshawkinsaplc.com
Michael@jameshawkinsaplc.com
Lauren@jameshawkinsaplc.com
Ava@jameshawkinsaplc.com

- ☒ **BY ELECTRONIC SERVICE THROUGH ONE LEGAL ONLINE COURT SERVICES:** Pursuant to C.R.C. 2.251, I caused a copy of the foregoing document(s) to be uploaded to One Legal Online Court Services for electronic service on the above-referenced individuals.
- ☐ **BY MAIL:** I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Irvine, California. I am readily familiar with the practice of Kading Briggs LLP for collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Irvine, 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 ELECTRONIC MAIL:** I served the foregoing document(s) via electronic mail to the email address(es) noted above.
- ☐ **BY OVERNIGHT DELIVERY:** I am readily familiar with the practice of Kading Briggs LLP for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by the overnight delivery carrier.
- ☐ **BY PERSONAL DELIVERY:** I caused said document(s) to be personally delivered by a process server employed by Nationwide Legal.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 24, 2024**, at Irvine, California.



Valerie Beechler

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On February 29, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Alma Chavarin
Alma Chavarin