

Allen K. Hutkin (SBN 143200)
Donald L. Mabry (SBN 187750)
HUTKIN LAW FIRM, APC
1220 Marsh Street
San Luis Obispo, CA 93401
Telephone: (805) 544-1500
Facsimile: (805) 544-1532

Electronically
FILED: 03/30/22
San Luis Obispo Superior Court
By: Landrum, Marlys

Attorneys for Plaintiffs
ALEJANDRA GUZMAN and KARLA QUIJADA,
individually and on behalf of other individuals employed
under common circumstances and facts

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

ALEJANDRA GUZMAN, KARLA
QUIJADA, and ANTHONY
MACEDONIA, individually and on behalf
of other individuals employed under
common circumstances and facts,

Plaintiffs,
v.

THE HACIENDA COMPANY, LLC, a
California limited liability company; AJ
SAY, an individual; and DOES 1 through
50, inclusive,

Defendants.

Case No. 19CV-0543

[CLASS ACTION]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 23, 2022
Time: 9:00 a.m.
Dept. 9

Assigned for all purposes to the
Honorable Tana L. Coates

The Motion for Final Approval of Class Action Settlement ("Motion"), filed by Plaintiffs ALEJANDRA GUZMAN, KARLA QUIJADA, and ANTHONY MACEDONIA as Class and PAGA Representatives and unopposed by Defendants THE HACIENDA COMPANY, LLC and ALAN J. FAY (improperly named as AJ Say) (collectively "Defendants"), came on regularly for hearing before this Court on March 23, 2022, at 9:00 a.m., in Department 9 of the above-entitled Court, the Honorable Tana L. Coates presiding. Allen K. Hutkin of the Hutkin Law Firm, APC appeared as Class Counsel for and on behalf of the named Plaintiffs and the Settlement Class. Hannah Sweiss, of Fisher & Phillips LLP, appeared on behalf of Defendants. No appearance was

made by Dennis P. Wilson, counsel for objectors Christopher Weldon Kinsey II and Yusuf Ali.

On June 2, 2021, this Court entered an order granting preliminary approval of the class action settlement in this matter. Settlement Class members are defined as: “All hourly or non-exempt employees who were employed by Defendant The Hacienda Company, LLC in the State of California, from September 13, 2015 through May 26, 2021.” The Preliminary Approval Order directed the Parties to provide Notice to the Settlement Class, which informed the Settlement Class members of: (a) the proposed settlement and its key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of any Settlement Class member to object to the proposed settlement, and an explanation of the procedures to exercise that right; and (d) an explanation of the procedures for Settlement Class members to participate in or opt out of the proposed settlement.

The Court, upon Notice having been given as required by the Preliminary Approval Order, and having considered the documents and evidence in support of the Motion including the Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement”) and objections filed to the Motion, as well as all papers filed, and arguments by counsel, the Court therefore **GRANTS** the Motion and **ORDERS** as follows:

1. The Court hereby adopts the Court’s tentative ruling dated March 23, 2022, a true and correct copy of which is attached hereto as Exhibit “A” and incorporated as set forth in full herein.

2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all members of the Settlement Class.

3. The Court confirms the certified Settlement Class as follows: “All hourly or non-exempt employees who were employed by Defendant The Hacienda Company, LLC in the State of California, from September 13, 2015 through May 26, 2021.”

4. Settlement Class members, Christopher R. Kinsey and Yusef Ali, objections to the settlement are hereby overruled.

5. The Court hereby grants final approval of the Parties’ class action settlement under the terms set forth in the Settlement Agreement, except the terms of this Order shall be

1 followed if the Settlement Agreement states something which conflicts with this Order.

2 6. The Court hereby finds the payments and allocation provided for in the
3 Settlement Agreement to be fair and reasonable in light of all the circumstances. The Court,
4 therefore, orders the calculations and payments be made and administered in accordance with
5 the terms of the Settlement Agreement.

6 7. Upon entry of this Order, compensation to the Settlement Class members shall
7 be effected pursuant to the terms of the Settlement Agreement.

8 8. The Court hereby approves and confirms named Plaintiffs ALEJANDRA
9 GUZMAN, KARLA QUIJADA, and ANTHONY MACEDONIA as Class and PAGA
10 Representatives.

11 9. The Court hereby approves and confirms Allen K. Hutkin and Donald L. Mabry
12 of the Hutkin Law Firm, APC, as class counsel ("Class Counsel").

13 10. The Court hereby approves and confirms the sum of \$44,000.00 to be paid to CPT
14 Group, Inc., for its work as class Settlement Administrator.

15 11. The Court hereby approves and confirms service payment awards for the
16 following persons and in the following amounts:

17 Alejandra Guzman \$12,500.00

18 Karla Quijada \$12,500.00

19 Isreal Ortiz \$12,500.00

20 Karla Bautista \$12,500.00

21 Maria de la Luz Yanez \$5,000.00

22 Maria Luisa Yanez \$5,000.00

23 Beatrice Barajas \$5,000.00

24 Anthony Macedonia \$5,000.00

25 12. The Court hereby approves and confirms payment of reasonable attorneys' fees
26 to Class Counsel of one third of the MSF (\$400,000.00) and reimbursement of actual costs and
27 expenses not to exceed \$25,000.00 to Class Counsel.

28 13. The Court hereby approves and confirms a PAGA payment in the amount of

1 \$15,000.00 from which 75% (\$11,250.00) will be paid to the California Labor & Workforce
2 Development Agency, with the remaining 25% (\$3,750.00) paid to the Settlement
3 Class members.

4 14. The Court hereby approves and confirms payments to individual eligible
5 Settlement Class members, and directs the Settlement Administrator to make such payments in
6 accordance with the disbursement schedule set forth in ¶17(a) of the Settlement Agreement.

7 15. This Court shall retain jurisdiction with respect to all matters related to the
8 administration and consummation of the settlement, and any and all claims asserted in, arising
9 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
10 related to the settlement and the determination of all controversies relating thereto.

11 16. Class Counsel provided late notice to the Labor and Workforce Development
12 Agency (LWDA) of the proposed settlement. Should the LWDA wish to comment on this
13 settlement, this settlement will be set aside per Class Counsel's stipulation for the next 30 days
14 from the date of this Order. Class Counsel shall serve a copy of this Order on the LWDA.

15 17. Nothing in this Final Approval Order shall preclude any action to enforce the
16 Parties' obligations under the Settlement Agreement or hereunder, including the requirement
17 that Defendants make payments to the participating Settlement Class members in accordance
18 with the Settlement Agreement.

19 18. The Court sets a status conference for January 9, 2023 at 9:00 a.m. in
20 Department 9 of this Court to update the Court regarding the execution of this settlement.

21 19. Notice of entry of final judgement shall be posted on the Settlement
22 Administrator's website in compliance with California Rule of Court 3.771(b).

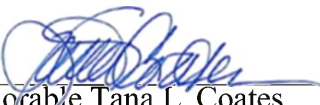
23 20. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure §
24 664.4, the Court shall retain continuing jurisdiction over the Action, the Parties, and the
25 Settlement Class, as well as the administration and enforcement of the terms of the settlement
26 of this action to enforce the terms of the judgement. Without affecting the finality of the Final
27 Judgement, the Court shall retain continuing jurisdiction over the Parties, and the Settlement
28 Class, as well as the administration and enforcement of the Settlement. Any disputes or

1 controversies arising with respect to the interpretation, consummation, enforcement, or
2 implementation of the settlement shall be presented by motion to the Court.

3 21. This Final Order shall constitute a final judgement.

4 **IT IS SO ORDERED.**

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7 Dated: 3/30/2022



Honorable Tana L. Coates
Judge of the San Luis Obispo County Superior Court

EXHIBIT A

FILED

MAR 23 2022 *JS*

SAN LUIS OBISPO SUPERIOR COURT
BY *[Signature]*
C. Simms, Deputy Clerk

Alejandra Guzman v. The Hacienda Company, LLC, 19CV-0543

Hearing: Motion for Final Approval of Class Action Settlement

Date: March 23, 2022

Alejandra Guzman, Karla Quijada, and Anthony Macedonia (collectively “Plaintiffs”), as individuals and as representatives of the class, bring this class action lawsuit against the Hacienda Company LLC (“THC”) and Alan Fay (collectively “Defendants”), alleging wage and hour violations and a claim for civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq.* (“PAGA”).

Plaintiffs and Defendants settled, and Plaintiffs moved for preliminary approval of the class action settlement. (Cal. Rules of Court, rule 3.769.) The motion was unopposed, and the Court granted preliminary approval.

The Court’s June 2, 2021, order granting preliminary approval set a hearing for final approval of the settlement on October 27, 2021. Per that order, notice packets were to be sent to class members by June 19, 2021, the deadline to opt-out was July 10, 2021, and the deadline to serve an objection was July 28, 2021.

On July 27, 2021, Christopher Weldon Kinsey II and Yusuf Ali (collectively “Objectors”) filed an objection to final approval of the class settlement. Objectors are plaintiffs in a similar wage and hour class action against THC and Lowell Farms, currently pending in Los Angeles (the “Kinsey action”). The original complaint in the *Kinsey* action was filed on March 4, 2020, approximately five and a half months after the original complaint in this action was filed.¹ Objectors object to both the fairness of the settlement and the adequacy of the notice.

On October 14, 2021, Plaintiffs filed a response to the objection. In that response, Plaintiffs stated that they had not yet filed their motion for final approval, but desired that the hearing proceed as scheduled to address the objection, and to allow any class members to appear, participate, or object as specified in the notice sent to class member. Plaintiffs stated that, at that time, there were a few issues concerning individual employment data that was inserted into the notices for some class members which might affect the employee’s share of the settlement.

Plaintiffs submitted a declaration from the settlement administrator, Carole Thompson (“Thompson”) at CPT, declaring that notices had been sent out to the class. (Declaration of Carole Thompson (“Thompson Decl.”).) Thompson declared that the notices were sent on August 23, 2021, and included a deadline to opt out of the settlement of September 27, 2021, and a deadline to object of October 14, 2021. (Thompson Decl., ¶ 7; Exh. A.) The notices did provide notice of the October 27, 2021, hearing. (Thompson Decl., Exh. A.)

¹ Initially, the only defendant in the *Kinsey* action was Lowell Farms, LLC, but THC was added as a defendant to the action.

The notices were therefore mailed after the deadlines set forth in the Court's June 2, 2021, order. Objectors' July 27, 2021, objection contends that Objectors were not served with a copy of the notice. Notice was not sent until August 23, 2021, however, so Objectors had not yet been served with the notice prior to filing the objection.

The motion for final approval of the class action settlement was scheduled to be heard on October 27, 2021. As set forth above, the motion was not on file as of that date because through the notice process, Plaintiffs' counsel learned that there may have been some incorrect start dates for some of the class members because of the nature of the payments during the relevant class period, which they were working to correct. (2/28/2022 Hutkin Decl., ¶ 27.)

Nonetheless, the Court held the October 27, 2021, hearing to allow class members to appear and participate, per the notice provided to the class. At that hearing, the Court continued the hearing for the motion for final approval, continued the objection to be considered concurrently with hearing on the motion for final approval, and provided the opportunity for Objectors to file a supplemental objection. No other objectors or potential class members appeared at the October 27, 2021, hearing.

Per the Court's instruction, Plaintiffs' counsel met and conferred by telephone with Objectors' counsel on February 14, 2022, but the discussion did not resolve the objection. (2/28/2022 Hutkin Decl., ¶ 30.)

Plaintiffs have now filed their motion for final approval, along with the declaration of their counsel, Allen Hutkin, Esq. ("Hutkin"), dated February 28, 2022. Objectors filed a supplemental declaration of their counsel, Dennis P. Wilson, in support of the objection.

No other objections have been filed.

The Court has reviewed and considered Plaintiffs' motion for final approval, the 2/28/2022 declaration of Allen Hutkin, Objectors' objection, the supplemental declaration of Dennis P. Wilson in support of the objection, the declaration of Carole Thompson, the 10/14/2021 declaration of Allen Hutkin, and all other briefs and papers filed by Plaintiffs and Objectors.

Plaintiffs move for the following orders:

1. Granting final approval of the parties' class action settlement under the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement Agreement");
2. Designating the action as a class action under the California Code of Civil Procedure;
3. Certifying the proposed Settlement Class;
4. Appointing the Named Plaintiffs, ALEJANDRA GUZMAN, KARLA I QUIJADA, and ANTHONY MACEDONIA, as Class and PAGA Representatives;

5. Appointing Allen K. Hutkin and Donald L. Mabry of the Hutkin Law Firm, APC, as class counsel ("Class Counsel");
6. Approving the Maximum Settlement Fund ("MSF") of \$1,200,000²;
7. Approving the payment of Class Counsel's attorneys' fees of one-third of the MSF (i.e., \$400,000) and reimbursement of actual costs and expenses not to exceed \$25,000 to Class Counsel;
8. Approving the Settlement Administrators fees and costs of \$44,000, to be paid from the MSF to CPT Group, Inc.;
9. Approving the Service Awards of \$70,000 to the following individuals:
 - a. Alejandra Guzman \$12,500
 - b. Karla Quijada \$ 12,500
 - c. Israel Ortiz \$12,500
 - d. Karla Bautista \$12,500
 - e. Maria de la Luz Yanez \$5,000
 - f. Maria Luisa Yanez \$5,000
 - g. Beatrice Barajas \$5,000
 - h. Anthony Macedonia \$5,000
10. Approving a PAGA payment in the amount of \$15,000 from which 75% (\$11,250) will be paid to the Labor & Workforce Development Agency ("LWDA") with the remaining 25% (\$3,750) paid to the Settlement Class Members; and
11. Approving payments to individual eligible Settlement Class Members in accordance with the disbursement schedule set forth in fill 7(a) of the Settlement Agreement.

I. The Settlement

Plaintiffs contend that the Settlement satisfies all the criteria for final approval and provides substantial relief for the class.

The trial court has broad discretion to determine whether the settlement is fair. It should consider relevant factors, such as 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement... [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

(*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801-1802 [citations omitted].)

² Defendants have also agreed to pay the Settlement Administrator the cost of sending out additional notices for the class members whose workweek start dates were incorrect, and to pay an additional \$21,465 to the Maximum Settlement Fund so that these additional workweeks are properly compensated.

Pursuant to the Settlement Agreement, Defendants will pay a total amount of \$1,221,465 for their alleged violations of the California Labor Code. There are approximately 607 class members, present and former non-exempt or hourly-paid workers of Defendants, who will receive an average estimated settlement payment of \$1,075.75.

Only three class members elected to exclude themselves from the settlement, while 604, or 99.51% are participating in the settlement, and eight class members, including the three named Plaintiffs, will receive service awards or enhancements. Additionally, the LWDA will receive \$11,250 for PAGA penalties from this settlement.

The settlement was reached as a result of arms-length negotiations, including a mediation before an experienced mediator and negotiations that continued for months after the mediation. (2/28/2022 Hutkin Decl., ¶¶ 10-15.) Defendants provided Class Counsel with extensive records, including payroll and time records, company financial data and tax returns which were reviewed by counsel and a forensic accountant. (2/28/2022 Hutkin Decl., ¶ 11.) Plaintiffs' counsel declares that he determined that the total damages, including PAGA penalties, could yield over \$5 million at trial; however, the settlement amount is fair, adequate, and reasonable, due to the uncertainties of litigation, as well as the very substantial risk, based on company financial information provided by Defendants, that Defendants would be forced into bankruptcy. (2/28/2022 Hutkin Decl., ¶ 17.)

Even without an objection to the requested attorneys' fees and costs, the Court has a duty to protect the rights of all parties, and to prevent abuses which might undermine the proper administration of justice. (*Howard Guntz Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 581.)

In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, the California Supreme Court addressed the appropriate method to use when awarding attorney's fees in a common fund wage and hour class action. The choice of which fee calculation method to apply is generally within the discretion of the trial court, with the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts. (*Id.* at p. 504.) Use of the percentage method to calculate a fee in a common fund case is permissible, as is a lodestar cross-check. (*Id.* at pp. 503-504.)

Here, Plaintiffs' counsel applies for an attorneys' fee award of \$400,000, or one third of the Maximum Settlement Amount of \$1,200,000. (2/28/22 Hutkin Decl., ¶ 20.) Counsel has borne the entire risk and cost of litigation associated with this class and representative action on a pure contingency basis. (*Id.*; see *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579-580.) Counsel declares that the fees are justified by the results achieved, the complexity of the issues, the difficulty of the case and the great risk undertaken by counsel. (*Ibid.*)

II. The Objection and Supplemental Declaration

Objectors contend that the settlement is grossly unfair and fails to provide adequate compensation to the class, and approval should be denied.

Objectors first contend that the settlement was negotiated without the benefit of any meaningful adversarial discovery. (Obj., 1:25-26.) However, Plaintiffs' counsel declares that while formal discovery was not conducted, Defendants provided extensive records to class counsel, which were examined by not only counsel, but a forensic accountant. (2/28/2022 Hutkin Decl., ¶ 11.)

Objectors further contend that at the time the *Kincey* Action was filed, the class here was smaller and included only the employees in the San Luis Obispo location. (Obj., 2:10-12.) This is incorrect. Both the original complaint in this action, and the first amended complaint, define the class to include all employees in the State of California. (Compl., ¶¶ 3, 35; FAC, ¶¶ 4, 36.)

Objectors rightly claim that Plaintiffs' original complaint did not include a WARN Act³ claim, but one was added to the FAC pursuant to the settlement. The *Kincey* Action includes WARN Act claims, and Objectors contend the addition as part of the settlement was done to extinguish the claims in Los Angeles without providing adequate compensation.

Objectors further contend that notice was inadequate and that the description of the claims in the FAC is inadequate, such that class members do not reasonably have any way of knowing what claims they are releasing, and that the release is very broad. They further object that the notice fails to provide an adequate description of the class representatives and that it is unclear how the class members will divide the total settlement amount.

The Court has reviewed the notice, and finds that it is clear, sufficiently apprises class members of the necessary information and comports with California law.⁴ Objectors have provided no authority showing that the notice is inadequate. As to the division of the settlement, the notice specifically provides that the potential recovery of each class member will be determined by a formula calculated based on the number of workweeks worked by the class member during the claim period, sets forth each class members workweeks, estimated individual settlement payment, and provides the total number of estimated class members. (Thompson Decl., Exh. A.)

Objectors also contend that the amount of the settlement is inadequate to cover legitimate overtime and wage and hour claims of all of the former employees, and that the settlement represents only a tiny fraction of the value of the claims. However, Objectors provide no declaration or documentary evidence setting forth the value of the claims and showing that, given all of the factors present here, the settlement amount is outside of the reasonable ballpark.

Objectors' counsel, Mr. Dennis Wilson, Esq., ("Wilson") filed a supplementary declaration. Wilson highlighted that Defendants failed to file the required notice of related case in the *Kincey* Action, despite being clearly aware of this action. (Wilson Decl., ¶ 3.) Wilson declares that the

³ The California WARN Act (i.e., Worker Adjustment and Retraining Notification Act) is a regulation that requires employers to provide workers with notice before a mass layoff, plant closure, or a major relocation. (Lab. Code, §§ 1400, *et seq.*)

⁴ Objectors claim they did not receive the notice, and that certain information was not provided in the notice, such as the date for objections. However, the notices had not been sent at the time the objection was filed, and the notices sent contained that information.

Los Angeles Court granted the plaintiffs' motion for Bellaire notice in the *Kincey* Action, and approved the Bellaire Notice on March 1, 2022. (Wilson Decl., ¶¶ 4-7.)

Wilson declares that he remains informed and believes that the primary motivation for the amount of this settlement had less to do with vindicating the rights of the members of the class and more to do with The Hacienda Company and Lowell Farms' desire to pay as little as possible, based on its financial condition. (Wilson Decl., ¶ 8.) He declares that the parties here are attempting to destroy a case much larger than theirs. (*Ibid.*)

Nonetheless, Objectors provide no evidence that the settlement amount is outside of the reasonable ballpark, or is unfair to the class, inadequate or unreasonable. Although it is true that WARN Act claims were added to the FAC pursuant to the settlement, Objectors have failed to provide any evidence that the total amount of the settlement is unreasonably low for the claims alleged in the FAC, including the WARN Act claims. This action has included all employees within the State of California since its inception. Moreover, this action was filed almost six months before the *Kincey* Action was filed. Objectors have provided no grounds that convince the Court that it should not approve this settlement.

III. Conclusion

Class counsel show they are very experienced with this type of litigation and have received sufficient documents and data from Defendants to make an informed decision. Class counsel investigated the claims in controversy, related documents and evidence, defenses, and had a forensic accountant review the documents and data. In addition, class counsel attended mediation and negotiated this settlement. Based on the relevant factors, the requested attorneys' fees are just and reasonable.

Having reviewed the documents submitted in conjunction with this motion, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, the Court finds that the settlement (including class member payouts, PAGA settlement, attorneys' fees and costs, Administrator costs, and the service awards) is fair, adequate and reasonable and in the best interests of the Class Members. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

The Court has also reviewed the Notice. Although the notices were sent on a later timeline than set out in the order granting preliminary approval, the Court is satisfied that notice to the class comports with due process. (Thompson Decl; Exh. A; *Martorana v. Marlin & Saltzman* (2009) 175 Cal.App.4th 685, 694-695.)

However, as to the class members with incorrect start dates in their original notices, Plaintiffs' counsel declares that they were able to identify the correct start dates for 28 class members, and that they will receive supplemental notices with the proper number of workweeks. (Hutkin Decl., ¶ 28.)

As of the date of the 2/28/2022 Hutkin declaration, these supplemental notices had not yet been sent, and the Court has concerns regarding whether those class members should have a further opportunity to contest the number of workweeks and whether any additional adjustments will need to be made. Plaintiffs' counsel to come prepared with an update and to discuss.

Additionally, Plaintiffs are required to submit a copy of the proposed settlement to the LWDA at the time it is submitted to the Court. (Lab. Code, § 2699(1)(2).) Plaintiffs' counsel shall submit a declaration regarding this requirement, as counsel's declaration submitted with these motions does not indicate that the Settlement Agreement has been submitted to the LWDA or come prepared to discuss the issue of notice to the LWDA.⁵

The Court intends to grant the motion should Plaintiffs satisfactorily resolve these issues.

At the hearing, Plaintiffs' Counsel reported that the Supplemental notices were sent to the class members on March 1, 2022.

Plaintiffs' counsel also advised the Court that he had notified the LWDA of the proposed settlement, but the notice was untimely. Plaintiffs' counsel told the Court that he will stipulate to set aside the settlement if the LWDA has any concerns.

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⁵ Plaintiffs' counsel declares that the LWDA was served with notice of Plaintiffs' claims and allegations but does not declare that the Settlement Agreement was served on the LWDA.

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PROOF OF SERVICE

I am employed by the Hutkin Law Firm in the County of San Luis Obispo, State of California. I am over the age of 18 years and not a party to the within action. My business address is: 1220 Marsh Street, San Luis Obispo, California, 93401. My email address is: jmendoza@hutkinlaw.com. On March 24, 2022, I served the following documents:

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope (envelope omitted if service by electronic service and/or facsimile) addressed as follows:

_____ **By United States Mail.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth below.

_____ **By Personal Service.** I served the above referenced document(s) by placing them in an envelope or package addressed to the person(s) at the address(es) listed below and hand delivered to them to the office of the addressee(s) shown below.

✓ _____ **By Electronic Service.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the above-reference document(s) to be sent to the person(s) at the electronic address(es) listed below.

Todd B. Scherwin
Hannah Sweiss
FISHER & PHILLIPS, LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
tscherwin@fisherphillips.com
hsweiss@fisherphillips.com

Dennis P. Wilson
Wilson Trial Group
3322 West Victory Boulevard
Burbank, CA 91505
wilsontrialgroup@gmail.com

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 24, 2022, in San Luis Obispo, California.


Jamie Mendoza