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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

VICTORIA TICE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P. Anderle,
Department 3]

~~[PROPOSED]~~ AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: May 3, 2023

Time: 10:00 A.M.

Dept.: 3

Complaint Filed: February 14, 2020

Plaintiff Victoria Tice's ("Plaintiff") application for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on March 10, 2023, and a hearing was held before this Court on May 3, 2023. Appearances for Plaintiff and Defendant Trader Joe's Company ("Defendant") were noted on the record. In advance of the hearing, the Court issued a tentative ruling, which it ultimately adopted and attaches to this Order as **Exhibit 1**.

A. BACKGROUND AND SETTLEMENT TERMS

The original complaint was filed on February 14, 2020, raising claims under PAGA and a class action on behalf of non-exempt employees, alleging that Defendant violated the Labor Code by issuing payment of final wages to employees in the form of a paycard without authorization in violation of Labor Code §§ 201-203, 212, and 213. The settlement would create a settlement fund of \$340,000.00. The Parties agreed to a Class Representative Incentive Payment to the Plaintiff of \$10,000.00. Class Counsel's attorneys' fees would be \$113,333.33 (one-third of the Gross Settlement Amount). Litigation costs are estimated at \$55,000.00. The Settlement Administrator, Phoenix Settlement Administrators, would receive an estimated \$11,000.00. PAGA penalties would be \$25,000.00, resulting in a payment of \$18,750.00 to the Labor and Workforce Development Agency ("LWDA") and \$6,250.00 to be equally distributed to aggrieved employees known as PAGA Members. The net amount paid directly to Class Members is estimated to be \$125,666.67. The fund is non-reversionary. There are an estimated 948 Class Members. Based on the estimated class size, the average payment for each Class Member is approximately \$132.56.

Defendant will place the Gross Settlement Amount into an escrow account within 14 business days after final approval of the settlement.

The proposed settlement would certify a Class of "all former employees of Defendants who were employed in the State of California at any time during the Class Period who received their final wages on a paycard, but for whom Defendants do not currently have a written authorization for payment of final wages via pay card."

The Class Members will not be required to file a claim. Class Members may object or opt out of the settlement. (PAGA Members may not opt out of the PAGA portion of the settlement.) Funds would be equally apportioned to Class Members.

1 Various prescribed follow-up steps will be taken with respect to mail that is returned as
2 undeliverable. Undelivered or uncashed checks will be voided, and will be paid to a *cy pres*
3 beneficiary, State Bar Justice Gap Fund.

4 The settlement contains release language covering “all claims, rights, demands, liabilities
5 and causes of action that are alleged or could have been alleged based on the facts, allegations
6 and/or claims asserted in the operative complaint in this action including the following claims: (i)
7 failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212,
8 213).” Under recent appellate authority, the limitation to those claims with the “same factual
9 predicate” as those alleged in the complaint is critical. *Amaro v. Anaheim Arena Mgmt., LLC*
10 (2021) 69 Cal. App. 5th 521, 537 (“A court cannot release claims that are outside the scope of the
11 allegations of the complaint.”) “Put another way, a release of claims that ‘go beyond the scope of
12 the allegations in the operative complaint’ is impermissible.” *Id.*, quoting *Marshall v. Northrop*
13 *Grumman Corp.* (C.D. Cal. 2020) 469 F. Supp. 3d 942, 949.

14 Both formal and informal discovery were undertaken, resulting in the production of
15 substantial documents. The matter settled after arm’s-length negotiations, which included a
16 mediation with an experienced mediator on November 17, 2020 and substantial follow up
17 discussions.

18 Counsel also has provided an analysis of the case, and how the settlement compares to the
19 potential value of the case, after allowing for various risks and contingencies. This included an
20 estimate of class claims at a maximum of about \$3,879,216.00. Maximum PAGA penalties are
21 estimated at about \$94,800.00.

22 The potential liability needs to be adjusted for various evidence and risk-based
23 contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number
24 of reasons: they derive from other violations, they include “stacking” of violations, the law may
25 only allow application of the “initial violation” penalty amount, and the total amount may be
26 reduced in the discretion of the court. *See* Labor Code § 2699(e)(2) (PAGA penalties may be
27 reduced where “based on the facts and circumstances of the particular case, to do otherwise would
28 result in an award that is unjust arbitrary and oppressive, or confiscatory.”).

1 Notice to the Labor and Workforce Development Agency of this Settlement was provided
2 concurrently with the filing of this Motion.

3 **B. LEGAL STANDARDS**

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

11 Because this matter also proposes to settle PAGA claims, the Court also must consider the
12 criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco*
13 *USA, Inc.* (2021) 72 Cal. App. 5th 56, provided guidance on this issue. In *Moniz*, the court found
14 that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA
15 settlements. *Id.* at 64. The Court also held that the trial court must assess “the fairness of the
16 settlement’s allocation of civil penalties between the affected aggrieved employees[.]” *Id.* at 64-
17 65. California law provides some general guidance concerning judicial approval of any settlement.
18 First, public policy generally favors settlement. *Neary v. Regents of University of California* (1992)
19 3 Cal. 4th 273. Nonetheless, the court should not approve an agreement contrary to law or public
20 policy. *Bechtel Corp. v. Superior Court* (1973) 33 Cal. App. 3d 405, 412; *Timney v. Lin* (2003)
21 106 Cal. App. 4th 1121, 1127. Moreover, “[t]he court cannot surrender its duty to see that the
22 judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.”
23 *California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal. 3d 658, 664. As a
24 result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights
25 of the public are implicated, the additional safeguard of judicial review, though more cumbersome
26 to the settlement process, serves a salutatory purpose.” *Consumer Advocacy Group, Inc. v. Kintetsu*
27 *Enterprises of America* (2006) 141 Cal. App. 4th 48, 63.

1 **C. ATTORNEYS' FEES**

2 Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common
3 fund” theory. Even a proper common fund-based fee award, however, should be reviewed through
4 a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal. 5th 480, 503, the
5 Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the
6 percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar
7 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
8 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
9 court is not necessarily required to make such an adjustment.” *Id.* at 505. Following typical
10 practice, however, the fee award will not be considered at this time, but only as part of final
11 approval.

12 Similarly, litigation costs and the requested representative incentive payment of
13 \$10,000.00 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of
14 representative payment requests are discussed in *Clark v. American Residential Services LLC*
15 (2009) 175 Cal. App. 4th 785, 804-807.

16 **D. DISCUSSION AND CONCLUSION**

17 The proposed settlement is sufficiently fair, reasonable, and adequate to justify preliminary
18 approval.

19 Having considered the Joint Stipulation of Class Action Settlement (“Stipulation” or
20 “Settlement Agreement”) attached as Exhibit A to the Settlement Agreement, which was submitted
21 with the Declaration of Max W. Gavron on April 18, 2023, and all other papers filed in this action,
22 the Court HEREBY FINDS AND ORDERS as follows:

23 1. This Court grants preliminary approval of the Settlement Agreement between
24 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
25 and reasonable to the Class.

26 2. The Class Representative and Defendant (together, the “Settling Parties”), through
27 their counsel of record, have reached an agreement to settle the class and PAGA claims in the case
28 as set forth in the Settlement Agreement, on behalf of the Class (as defined below and in the

Settlement Agreement):

all former employees of Defendants who were employed in the State of California at any time during the Class Period who received their final wages on a paycard, but for whom Defendants do not currently have a written authorization for payment of final wages via pay card (the "Class").

3. Should for whatever reason the Settlement Agreement not become Final, the fact that the Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the case or the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Victoria Tice as the Class Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability, class certification, and damages issues. It also appears that investigation and research into the claims, liability, and damages have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay

1 and risks that would be presented by the further prosecution of the Litigation. It also appears that
2 settlement has been reached as a result of intensive, serious, and non-collusive arm's length
3 negotiations.

4 6. The Court hereby approves the following dates:

Description	Date
Class List to Settlement Administrator	15 business days after the Court grants preliminary approval
Class Notice Distribution	10 calendar days after receiving Class List
Opt Out/Written Objection Deadline	45 calendar days after initial Class Notice distribution
Opt Out/Written Objection Deadline (for re-mailed notices)	15 calendar days extension for re-mailed notices
Final Approval Filing Deadline	16 court days before the Final Approval Hearing

12 A final fairness hearing on the question of whether the proposed Settlement Agreement,
13 the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
14 payment to the Settlement Administrator, the payment of PAGA penalties to the Labor Workforce
15 & Development Agency and PAGA Members, and the incentive payment to the Class
16 Representative should be finally approved as fair, reasonable, and adequate as to the members of
17 the Class is hereby set for September 6, 2023, at 10:00 a.m. in this Court. The Motion for Final
18 Approval shall be filed by the Class Representative no later than sixteen (16) court days before the
19 final fairness hearing.

20 7. The Court hereby approves, as to form and content, the Notice of Class Action
21 Settlement ("Class Notice") to be sent to Class Members, which is attached to the Settlement
22 Agreement as **Exhibit A**. The Court finds that distribution of the Class Notice to Class Members
23 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
24 the requirements of due process and shall constitute due and sufficient notice to all parties entitled
25 thereto.

26 8. The Court appoints and designates Phoenix Settlement Administrators as the
27 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
28

1 approved Class Notice to Class Members using the procedures set forth in the Settlement
2 Agreement.

3 9. Any Class Member may choose to opt out of and be excluded from the Class Action
4 Settlement as provided in the Settlement Agreement and Class Notice, and by following the
5 instructions for requesting exclusion. Any person who timely and properly opts out of the Class
6 Action Settlement will not be bound by the Settlement Agreement or have any right to object,
7 appeal, or comment thereon (however, if the Class Member is also a PAGA Member as defined in
8 this Stipulation, he/she will still be bound by the PAGA Released Claims and will still receive
9 his/her portion of the PAGA Payment). Any requests for exclusion must be in writing and signed
10 by each such Class Member opting out and must otherwise comply with the requirements
11 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a
12 valid and timely request by the deadline shall be bound by all determinations of the Court, the
13 Settlement Agreement, and Judgment.

14 10. Any Class Member may object to the Settlement Agreement or express his or her
15 views regarding the Settlement Agreement, and may present evidence and file briefs or other
16 papers that may be proper and relevant to the issues to be heard and determined by the Court as
17 provided in the Class Notice.

18 11. The Court reserves the right to adjourn or continue the date of the Settlement
19 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
20 the Class, and retains jurisdiction to consider all further applications arising out of or connected
21 with the Class Settlement Agreement.

22 IT IS SO ORDERED.

23
24 DATED: 06/03/2023



HON. THOMAS P. ANDERLE
SUPERIOR COURT OF CALIFORNIA

EXHIBIT 1

CIVIL LAW AND MOTION CALENDAR

May 3, 2023

10am

Victoria Tice, etc., v. Trader Joe's Company # 20CV00892

HEARING

Motion of Plaintiff for Preliminary Approval of Class Action Settlement

ATTORNEYS

For Plaintiff Victoria Tice and plaintiff class: Larry W. Lee, Max W. Gavron, Diversity Law Group, P.C.; William L. Marder, Polaris Law Group

For Defendant Trader Joe's Company: Helene Wasserman, Shannon R. Boyce, Melissa Velez, Littler Mendelson P.C.

Emails: mgavron@diversitylaw.com; bill@polarislawgroup.com; hwasserman@littler.com;

RULING

For the reasons set forth herein, the motion of plaintiff for preliminary approval of the class action settlement is granted. Counsel shall appear at the hearing of this motion and shall be prepared to discuss scheduling for the final approval hearing and any other matters remaining for the court at this time.

Background

On February 14, 2020, plaintiff Victoria Tice, individually and on behalf of all others similarly situated, filed her complaint against defendant Trader Joe's Company (TJC) asserting causes of action for violation of Labor Code sections 201 to 203 (by the plaintiff and plaintiff class) and for violation of Labor Code section 2698 et seq. (by plaintiff on behalf of aggrieved employees).

The complaint alleges that TJC issued payment of final wages to separated employees in the form of a paycard without authorization, by which these employees improperly incurred fees, and thereby TJC failed timely to pay all wages to separated employees as required by law. (E.g., Complaint, ¶ 21.) The complaint asserts these claims first as a putative class action on behalf of herself and a class of all former employees employed by TJC at any time from February 14, 2017, through the present who were separated for any reason, were paid wages while employed via

a non-paycard method, but upon separation received their final wages in the form of a paycard. (Complaint, ¶ 17.) The complaint also asserts these claims on behalf of all aggrieved employees from February 10, 2019, through the present, pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA) (Lab. Code, § 2698 et seq.). (Complaint, ¶ 37.)

On April 6, 2020, TJC filed its answer to the complaint, generally denying the allegations thereof and asserting 37 affirmative defenses.

On November 17, 2020, the parties attended a mediation with a professional mediator, Gig Kyriacou, which, after a full day of arm's-length negotiations, did not result in any agreement. (Gavron decl., ¶ 6.)

The parties thereafter engaged in further substantial discovery. (Gavron decl., ¶ 7.)

On September 21, 2021, the court denied plaintiff's motion for class certification. Thereafter, the parties re-engaged with Kyriacou for further settlement discussions. (Gavron decl., ¶ 7.)

After further negotiations facilitated by Kyriacou, on February 17, 2023, the parties reached a stipulation for settlement. (Gavron decl., ¶ 8 & exhibit A [Stipulation].)

On March 13, 2023, plaintiff filed this motion for preliminary approval of the class action settlement.

No opposition or other response has been filed to this motion.

Analysis

“A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing.” (Cal. Rules of Court, rule 3.769(a).) “Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.” (Cal. Rules of Court, rule 3.769(c).)

The settlement reached following further negotiations, which is attached as exhibit A to the corrected declaration of attorney Max W. Gavron, filed on April 18, 2023, provides for a settlement class defined as:

“[A]ll former employees of Defendants who were employed in the State of California at any time during the Class Period who received their final wages on a paycard, but for whom Defendants do not currently have a written authorization for payment

of final wages via pay card.” (Stipulation, ¶ I(2).) The “Class Period” is defined as February 14, 2017, through January 11, 2023. (Stipulation, ¶ I(6).)

The Stipulation includes a settlement under PAGA. (Stipulation, ¶ I(23)-(25).) The PAGA Period is defined as February 10, 2019, through January 11, 2023. (Stipulation, ¶ I(24).)

The settlement terms include:

The gross settlement amount is \$340,000. (Gavron decl., ¶ 11; Stipulation, ¶ I(17).) The gross settlement amount consists of attorney fees (not to exceed \$113,333.33), a class representative incentive payment (not to exceed \$10,000.00), a PAGA Payment (\$25,000.00), settlement administration costs (not to exceed \$11,000.00), litigation costs (not to exceed \$55,000), and individual settlement payments. (Gavron decl., ¶ 11; Stipulation, ¶¶ I(4), (8), (17), (18), (23), III(9).) The net settlement amount consists of the gross settlement amount less payments other than the individual settlement payments (for a net amount of \$125,666.67, using all not to exceed amounts). (Stipulation, ¶ III(9).) Individual settlement payments will be determined by equally dividing the net settlement amount by the number of participating class members, and, if applicable, adding the amount due to the PAGA member from the PAGA Payment. (Stipulation, ¶ III(9)(a).) Any unclaimed settlement payments after 180 days of the mailing of the individual settlement checks will be redistributed to the State Bar Justice Gap Fund as a *cy pres* recipient. (Stipulation, ¶ 10.)

In consideration for the settlement, the class members release their claims arising from the allegations of the complaint, including unknown claims. (Stipulation, ¶ III(1).) The released claims are defined as: “[A]ll claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations and/or claims asserted in the operative complaint in this action including the following claims: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the Class Period.” (Stipulation, ¶ I(30).) Based upon the allegations of the complaint, the court understands the release as pertaining specifically to claims of failure to pay wages timely by virtue of the manner of the payment as alleged in the complaint.

Notice is to be provided in a form approved by the court by first-class mail to all class members. (Stipulation, ¶ III(6).)

“California Rules of Court, rule 3.769 sets forth the procedure to be followed when a class action is provisionally settled prior to class certification. In that case, certification and settlement approval occur simultaneously.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93, italics omitted.) “At the final approval hearing,

‘the court must conduct an inquiry into the fairness of the proposed settlement.’ [Citation.]” (*Ibid.*) “Because a court evaluating certification of a class action that settled prior to certification is considering certification only in the context of settlement, the court’s evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled. In some ways, the court’s review of certification of a settlement-only class is lessened; as no trial is anticipated in a settlement-only class case, ‘the case management issues inherent in the ascertainable class determination need not be confronted.’ [Citation.]” (*Id.* at pp. 93-94.) “However, other certification issues, ‘those designed to protect absentees by blocking unwarranted or overbroad class definitions’ require heightened scrutiny in the settlement-only class context ‘for a court asked to certify a settlement class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.’ [Citation.]” (*Id.* at p. 94.)

“Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. [Citations.] In turn, the ‘community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’ [Citation.]” (*Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089.)

Plaintiffs have presented evidence that, as defined, there is a numerous, ascertainable class. (Gavron decl., ¶¶ 13, 16-21.) Plaintiffs have presented evidence that there is a well-defined community of interest consisting of former employees who received their final wages on a paycard, but for whom defendants do not currently have a written authorization for payment of final wages via paycard. (*Ibid.*) The class representative appears to have claims typical of the class and appears to be able to adequately represent the class. (See Tice decl., ¶¶ 2-4.) There thus appears to be reasonable support for provisional certification of the settlement class.

“The burden is on the proponent of the settlement to show that it is fair and reasonable. However, ‘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.’ [Citation.]” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245, disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269, 274, fn. 4.)

Plaintiffs present evidence that the settlement occurred following reasonable investigation and discovery by experienced counsel through arm's length bargaining with a knowledgeable and experienced mediator. (Gavron decl., ¶¶ 6-8.) Plaintiffs separately present evidence that the terms of the settlement are reasonable given the risks of litigation and the potential or likely outcomes at trial. (*Id.* at ¶¶ 19-20.) It appears to the court on the evidence now presented that the settlement is fair and reasonable.

As noted above, the court makes a final determination as to the reasonableness of the settlement following notice to the settlement class and review of any objections or other responses. The court similarly addresses the PAGA settlement at the hearing on final approval. The court does not determine the reasonableness of attorney fees and costs at this time, but will decide that issue upon a noticed motion as part of the final settlement hearing with a complete record supporting the claim of fees and costs. Based upon all of the evidence presented and the arguments of the parties, the court determines that the settlement is entitled to preliminary approval, that the settlement class should be provisionally certified, that plaintiff's counsel should be appointed as counsel for the settlement class, and that the class notice and administration be approved as set forth in the motion. Accordingly, the motion for preliminary approval of class actions settlement will be granted.

Counsel shall appear at the hearing of this motion and shall be prepared to discuss scheduling for the final approval hearing and any other matters remaining for the court at this time.

Thomas P. Anderle, Judge

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3 STATE OF CALIFORNIA]
4]ss.
5 COUNTY OF LOS ANGELES]

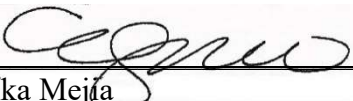
6 I am employed in the County of Los Angeles, State of California. I am over the age of 18
7 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
8 Los Angeles, California 90071.

9 On May 16, 2023, I served the following document(s) described as: **[PROPOSED]**
10 **AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY**
11 **APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as
12 follows:

11 Helene Wasserman	hwasserman@littler.com
12 Shannon R. Boyce	sboyce@littler.com
Melissa Velez	mvelez@littler.com
13 Carolyn Ward	cward@littler.com
Littler Mendelson, P.C.	
14 2049 Century Park East, 5 th Floor	
15 Los Angeles, CA 90067	
<i>Attorneys for Defendant Trader Joe's</i>	
16 <i>Company</i>	

17 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
18 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
19 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
20 the above-entitled case. The service transmission was reported as complete and a copy of the
21 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
22 in this office.

23 I declare under penalty of perjury under the laws of the State of California that the above
24 is true and correct. Executed on May 16, 2023, at Los Angeles, California.

25 
26 _____
27 Erika Mejia
28