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7 Attorneys for Plaintiff(s),
8 ANDREW BURDICK, and all others similarly situated
9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 ANDREW BURDICK, on behalf of himself,
14 and all others similarly situated, and as an
"aggrieved employee" on behalf of other
15 "aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 PEACH STATE ROOFING, INC., a Georgia
19 corporation; MARTIN KELLY, an individual;
20 CHRIS KELLY, and individual; and DOES 1
21 through 50, inclusive,

22 *Defendant(s).*

Case No.: 20STCV20397

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 5/28/2020
Hearing Date: 4/4/2024
Hearing Time: 10:00 a.m.
Hearing Dept: SSC-14, The Honorable
Kenneth R. Freeman



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1 This matter came on for hearing on April 4, 2024 at 10:00 a.m. in Department SSC-14 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of up to \$550,000.00 in compromise of all disputed claims
6 on behalf of all persons who Defendants Peach State Roofing, Inc. and Martin Kelly employed
7 as non-exempt, hourly employees in California at any time during the period of May 28, 2016 to
8 April 15, 2021 ("Class Period"). All capitalized terms used herein shall have the same meaning
9 as defined in the Settlement.

10 In accordance with the Court's prior Order Granting Preliminary Approval of Class
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
13 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
14 and the evidence and argument received by the Court in conjunction with the motions for
15 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
16 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS¹:

18 1. The Court has jurisdiction over the subject matter of the Action and over all
19 Parties to the Action, including all Class Members. Pursuant to this Court's Order Granting
20 Preliminary Approval of Class Action Settlement of July 13, 2023, the Class Notice was sent to
21 each Class Member by First Class U.S. mail. The Class Notice informed Class Members of the
22 terms of the Settlement, their right to receive their proportional share of the Settlement, their right
23 to request exclusion, their right to comment upon or object to the Settlement, and their right to
24 appear in person or by counsel at the final approval hearing and be heard regarding final approval
25 of the Settlement. Adequate periods of time were provided by each of these procedures. No
26 member of the Settlement Class presented written objections to the proposed Settlement as part

27 _____
28 ¹ A true and correct copy of the Court's ruling on the Motion for Preliminary Approval of Class
Action Settlement entered on July 13, 2023 is attached hereto as **Exhibit A** and incorporated by
reference.



1 of this notice process, stated an intention to appear, or actually appeared at the final approval
2 hearing.

3 2. For purposes of this Final Order and Judgment, the Class Members are all persons
4 who Defendants Peach State Roofing, Inc. and Martin Kelly employed as non-exempt, hourly
5 employees in California at any time during the period of May 28, 2016 to April 15, 2021 (“Class
6 Period”).

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.

12 2. **Release by Plaintiff and Class Members.** The Settlement will release any further
13 attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any
14 kind by each and all of the Settlement Class Members (including participation to any extent in
15 any representative or collective action), against Defendants Peach State Roofing, Inc. and Martin
16 Kelly and all of their present and former parent companies, subsidiaries, divisions, concepts,
17 related or affiliated companies and their shareholders, officers, directors, employees, agents,
18 attorneys, insurers, successors and assigns, and any individual or entity that could be liable for
19 any of the Released Claims, and Defendants’ counsel of record in these Action (“Released
20 Parties”), arising during the period May 28, 2016 through April 15, 2021, are limited to any and
21 all claims under state, federal, or local law, whether statutory or common law arising out of the
22 claims expressly pleaded the Actions and all other claims, such as those under the California
23 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been
24 pleaded based on the facts pleaded in the Action for: (i) failure to provide rest breaks; (ii) failure
25 to provide meal periods; (iii) failure to pay all wages earned for hours worked at the correct rates
26 of pay; (iv) failure to indemnify; (v) wage statement penalties; (vi) waiting time penalties; (vii)
27 unfair competition; and (viii) civil penalties under PAGA (“Released Claims”). This release will
28 not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement



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1 Agreement.

2 3. The Court further finds and determines that the terms of the Settlement are fair,
3 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
4 provisions of the Settlement, including the release of claims contained therein, should be and
5 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
6 according to its terms. As of the Effective Date of Settlement, and for the duration of the
7 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
8 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
9 against the Releasees as fully set forth in the Settlement. No objections were received by the
10 Parties or the Court through the date of this Final Order and Judgment. The Court finds that no
11 Class Member has submitted a request for exclusion from the Settlement as determined by the
12 Settlement Administrator.

13 4. The Court finds and determines that (a) the Class Settlement Shares to be paid to
14 Participating Class Members and (b) the LWDA payment as civil penalties under the California
15 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
16 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
17 final approval to, and orders the payment of, those amounts be made to the Participating Class
18 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
19 accordance with the terms of the Settlement.

20 5. The Court further grants final approval to and orders that the following payments
21 be made in accordance with the terms of the Settlement:

22 a. Class Counsel fees & costs of \$183,333.00 in attorneys’ fees and
23 \$13,184.86 in litigation costs to Class Counsel;

24 b. \$15,000.00 as a Class Representative Payment award payable to Plaintiff
25 Andrew Burdick for his service as a Class Representative;

26 c. \$6,450.00 in costs of the Settlement Administrator payable to ILYM
27 Group, Inc. for its services as the Settlement Administrator; and

28 d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the



1 LWDA.

2 7. The settlement shall proceed as directed in the Settlement, and no payments
3 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement.
4 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
5 jurisdiction of all matters relating to the interpretation, administration, implementation,
6 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
7 California Rule of Court 3.769(h).

8 8. Within 10 calendar days of the Effective Date of Settlement, Defendants shall
9 deposit the Settlement proceeds in an account designated by the Settlement Administrator: (i) the
10 total amount of all Class Settlement Shares to Participating Class Members, (ii) the Court
11 approved Class Counsel fees & costs, (iii) the Court-approved Class Representative Payment,
12 (iv) the Court-approved costs of the Settlement Administrator, and (v) the payment to the LWDA.

13 9. Defendants' payment of such sums shall be the sole financial obligation of
14 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
15 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
16 expenses.

17 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
18 one hundred and eighty (180) days from the date of the check's issuance to cash their Class
19 Settlement Share check. After the expiration of the 180-day period, on Defendants' behalf, the
20 Settlement Administrator shall remit any amounts from Voided Settlement Checks and otherwise
21 unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date
22 of entry of the initial judgement to the California Unclaimed Property Fund.

23 11. The Parties shall file a declaration re distribution by 12:00 p.m. on January 8,
24 2025. A non-appearance case review re distribution is scheduled for January 10, 2025 at 4:00
25 p.m. in Department SSC-14.

26 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
27 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
28 deposit funds for distribution by the Settlement Administrator to Participating Class Members in



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1 accordance with the Settlement.

2 13. The Court hereby enters final judgment in this case in accordance with the terms
3 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this
4 Final Order and Judgment.

5 14. The Parties are hereby ordered to comply with the terms of the Settlement.

6 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
7 provided by the Settlement and this Final Order and Judgment.

8 16. The Settlement is not an admission by Defendants nor is this Final Order and
9 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
10 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
11 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
12 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
13 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
14 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
15 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
16 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
17 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
18 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
19 and any other papers and records on file in the Action may be filed in this Court or in any other
20 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
21 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
22 the Released Claims.

23 17. This document shall constitute a Judgment for purposes of California Rule of
24 Court 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26
27 Date: 04/08/2024



28 
THE HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman / Judge



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EXHIBIT A



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Electronically Received 05/05/2023 11:20 AM

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FILED
Superior Court of California
County of Los Angeles
07/13/2023

David W. Slayton, Executive Officer / Clerk of Court
By: I. Arallanes Deputy

Attorneys for Plaintiff(s),
ANDREW BURDICK, and all others similarly situated
(Additional attorneys for Plaintiff(s) on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

ANDREW BURDICK, on behalf of himself, and
all others similarly situated, and as an
"aggrieved employee" on behalf of other
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Plaintiff(s),

vs.

PEACH STATE ROOFING, INC., a Georgia
corporation; MARTIN KELLY, an individual;
CHRIS KELLY, and individual; and DOES 1
through 50, inclusive,

Defendant(s).

Case No. 20STCV20397

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: April 25, 2023
Hearing Time: 10:00 a.m.
Hearing Dept.: 14, The Honorable
Kenneth R. Freeman

Action filed: May 28, 2020



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Burdick v. Peach State Roofing, Inc., et al. [Proposed] Order Preliminarily Approving Class Action Settlement



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The Motion of Plaintiff Andrew Burdick (hereafter referred to as "Plaintiff") for Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court, The Honorable Kenneth R. Freeman presiding. The Court having considered the Motion, the First Amended Joint Stipulation of Class Action Settlement and Release of Claims ("Amended Settlement" or "Amended Settlement Agreement"), and supporting papers, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Amended Settlement and the Settlement Class based upon the terms set forth in the Amended Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Amended Settlement. The Court has determined there is sufficient evidence to preliminarily determine that (a) the terms of the Amended Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the Amended Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final hearing and final approval by this Court. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the "Final Approval Hearing") as to whether the Amended Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the "Settlement Class" means all persons Defendants Peach State Roofing, Inc. and Martin Kelly employed as non-exempt, hourly employees in California (collectively "Class Members"), who worked anytime during the Class Period. The "Class Period" shall mean the period of time from May 28, 2016, through April 15, 2021. Defendants estimate that as of April 15, 2021, there were 90 potential Settlement Class Members. The "Effective Date" means as follows: If no objection to this Amended Settlement



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1 or to any of the terms and or conditions of the Amended Settlement are filed by Plaintiff, another
2 member of the Settlement Class, or any intervenor to this Lawsuit, the Effective Date shall occur
3 on the day that the Court enters an order of final approval of this Settlement; however, if any
4 objection to this Settlement or to any of the terms and or conditions of the Stipulation is filed by
5 a member of the Settlement Class, or any intervenor to this Lawsuit, the Effective Date shall occur
6 upon the expiration of the time for the filing any appeal of the order of final approval of this
7 Settlement. If an appeal is filed or any writ granted, then the Effective Date shall occur after the
8 appeal has been dismissed or the writ dissolved and when there is no further time to appeal the
9 dismissal of the appeal or the dissolution of the writ. The occurrence of the Effective Date is a
10 prerequisite to any obligation of Defendants to pay any funds into the Settlement Account.

13 3. This action is provisionally certified pursuant to section 382 of the California Code
14 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
15 purposes of settlement only with respect to the proposed Settlement Class.

17 4. The Court hereby preliminarily finds that the Amended Settlement was the product
18 of serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
19 making this preliminary finding, the Court considered the nature of the claims set forth in the
20 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Amended
21 Settlement, the allocation of Settlement proceeds to the Settlement Class, and the fact that the
22 Amended Settlement represents a compromise of the Parties' respective positions. The Court
23 further preliminarily finds that the terms of the Amended Settlement have no obvious deficiencies
24 and do not improperly grant preferential treatment to any individual Class Member. Accordingly,
25 the Court preliminarily finds that the Amended Settlement was entered into in good faith.

28 5. The Court finds that the dates set forth in the Amended Settlement for mailing and



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distribution of the Class Notice meet the requirements of due process and provide the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as set forth in the Amended Settlement. Accordingly, the Court orders the following implementation schedule for further proceedings:

- a. Not later than fourteen (14) days of this Preliminary Approval Order, Defendants shall provide ILYM Group, Inc., the appointed Settlement Administrator, with: (a) An electronic database of all Class Members, last known mailing address, Social Security number and Defendants' employee identification number ("Class Members' Data"); and (b) Corresponding to each Class Member's name, Defendants shall provide a figure indicating the total number of Work Weeks during the Class Period in which Defendants employed the Class Member. That number of Work Weeks shall be referred to as that Class Member's "Individual Work Weeks." Defendants shall also provide a figure indicating the total number of Pay Periods during the PAGA Period in which an employee was employed by Defendants as an Aggrieved Employee. That number of Work Weeks shall be referred to as that Aggrieved Employee's "Individual Pay Periods;" (c) If any of the Class Members' Data are unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. Class Members' Data will otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable taxing



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1	1	authorities, or pursuant to Defendants' express written authorization or by
2	2	order of the Court.
3	3	b. Mailing of Class Notice. Not later than fourteen (14) days after receiving the
4	4	Class Members' Data, or as soon thereafter as it can do so, the Settlement
5	5	Administrator will mail the Class Notice to all identified Class Members via
6	6	first-class U.S. mail using the mailing address information provided by
7	7	Defendants, unless modified by any updated address information that the
8	8	Settlement Administrator obtains in the course of administration of the
9	9	Settlement.
10	10	c. Returned Class Notice. If a Class Notice is returned because of an incorrect
11	11	address, the Settlement Administrator will promptly, and not later than ten (10)
12	12	days from receipt of the returned Class Notice, search for a more current
13	13	address for the Class Member and re-mail the Class Notice to the Class
14	14	Member. The Settlement Administrator will use the Class Members' Data and
15	15	otherwise work with Defendants' Counsel and Class Counsel to find a more
16	16	current address. The Settlement Administrator will be responsible for taking
17	17	reasonable steps, consistent with its agreed-upon job parameters, court orders,
18	18	and fee, to trace the mailing address of any Class Member for whom a Class
19	19	Notice is returned as undeliverable by the U.S. Postal Service. These
20	20	reasonable steps shall include the tracking of all undelivered mail; performing
21	21	address searches for all mail returned without a forwarding address; and
22	22	promptly re-mailing to Class Members for whom new addresses are found. If
23	23	the Class Notice is re-mailed, the Settlement Administrator will note for its
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Burdick v. Peach State Roofing, Inc., et al. [Proposed] Order Preliminarily Approving Class
Action Settlement

own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

d. Declaration of Settlement Administrator. Not later than twenty-one (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

e. Requests for Exclusion from Settlement; and Objections to Settlement. Class Members may submit requests to be excluded from the effect of the Amended Settlement, or objections to the Amended Settlement, pursuant to the following procedures:

i. Request for Exclusion from Settlement. A Class Member may request to be excluded from the effect of this Agreement, and any payment of amounts under this Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (not later than 60 days from the initial mailing of the Class Notice by the Settlement Administrator). A Class

1	1	Member who properly submits a valid and timely request to be
2	2	excluded from the Action shall not receive any payment of any kind in
3	3	connection with this Agreement or this Action, shall not be bound by
4	4	or receive any benefit of this Agreement, and shall have no standing to
5	5	object to the Amended Settlement. A request for exclusion must be
6	6	mailed to the Settlement Administrator at the address provided on the
7	7	Class Notice. The Settlement Administrator shall transmit the request
8	8	for exclusion to counsel for the Parties as follows:
9	9	
10	10	
11	11	
12	12	<i>To Class Counsel:</i>
13	13	David G. Spivak, Esq.
14	14	The Spivak Law Firm
15	15	8605 Santa Monica Bl
16	16	PMB 42554
17	17	West Hollywood, CA 90069
18	18	
19	19	<i>To Defense Counsel:</i>
20	20	Michael A. Hood
21	21	Jackson Lewis P.C.
22	22	Michael A. Hood
23	23	200 Spectrum Center Drive
24	24	Suite 500
25	25	Irvine, CA 92618
26	26	
27	27	
28	28	



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Burdick v. Peach State Roofing, Inc., et al.

[Proposed] Order Preliminarily Approving Class
Action Settlement

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Office:
1801 Century Park East
25th Fl
Los Angeles CA 9006

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[Proposed] Order Preliminarily Approving Class
Action Settlement

requests to be excluded from the Action and all Class Members who objected
 to the Amended Settlement.

6. The Court approves, as to form and content, the Class Notice in substantially the
 form attached as Exhibit A to the Amended Settlement, the Exclusion Request form in
 substantially the form attached as Exhibit B to the Amended Settlement, and the Work Weeks
 Dispute form in substantially the form attached as Exhibit C to the Amended Settlement.

7. The Court approves, for settlement purposes only, David Spivak of The Spivak
 Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

8. The Court approves, for settlement purposes only, Andrew Burdick as the Class
 Representative.

9. The Court approves ILYM Group, Inc. as the Settlement Administrator.

10. The Court preliminarily approves Class Counsel's request for attorneys' fees and
 costs subject to final review by the Court.

11. The Court preliminarily approves the estimated Settlement Administrator costs
 payable to the Settlement Administrator subject to final review by the Court.

12. The Court preliminarily approves Plaintiff's Class Representative Payment subject
 to final review by the Court.

13. A Final Approval Hearing shall be held on October 26, 2023 at 10:00 a.m. in the
 Superior Court for the State of California, County of Los Angeles, located at the Spring Street
 Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness, adequacy
 and reasonableness of the proposed Settlement preliminarily approved by this Preliminary
 Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs
 and the Class Representative Payment to the Class Representative. The notice of motion and all

1 briefs and materials in support of the motion for final approval of class action settlement and
 2 motion for attorneys' fees and litigation costs shall be served and filed with this Court by
 3 September 26, 2023.

4 14. If for any reason the Court does not execute and file a final approval order and
 5 judgment, or if the Effective Date, as defined in the Amended Settlement, does not occur for any
 6 reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings
 7 had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties
 8 to the litigation, as more specifically set forth in the Amended Settlement.

9 15. The Court expressly reserves the right to adjourn or continue the Final Approval
 10 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
 11 prompt notice of any continuance to Settlement Class Members who object to the Amended
 12 Settlement.

13 **IT IS SO ORDERED.**

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 17 07/13/2023
 18 **DATE**




HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT
 Kenneth R. Freeman/Judge


SPIVAK LAW
 Employee Rights Attorneys
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 PMB 42254
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Burdick v. Peach State Roofing, Inc., et al.

~~(Proposed)~~ Order Preliminarily Approving Class
 Action Settlement

PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Friday, May 05, 2023, I caused to have electronically served the following document described as **[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT** with the third-party cloud service listed below. In doing so, notifications of such filings were electronically mailed to the interested parties which appear on the third-party cloud service's service list in this action as follows:

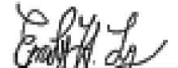
Michael A. Hood, Esq.
Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618
Michael.Hood@jacksonlewis.com

XXXX (BY ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **FILE & SERVEXPRESS**.

EXECUTED on Friday, May 05, 2023, at Los Angeles, California.

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

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


EMILY HOUGH LY



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 PROOF OF SERVICE

2
3 State of California,
4 County of Los Angeles

5 1. I am a citizen of the United States and am employed in the County
6 of Los Angeles, State of California. I am over the age of 18 years, and not a
party to the within action. My business address is 1801 Century Park East,
25th Fl, Los Angeles, CA 90067.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United States
Postal Service. It is the practice that correspondence is deposited with the
United States Postal Service the same day it is submitted for mailing.

9
10 On Friday, April 05, 2024, I caused to have electronically served the
11 following document described as **[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING**
12 **CLASS SETTLEMENT** with the third-party cloud service listed below. In doing so,
notifications of such filings were electronically mailed to the interested
parties which appear on the third-party cloud service's service list in this
action as follows:

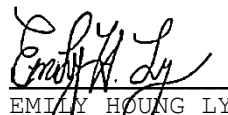
13 **Alison Lynch, Esq.**
14 **Christian J. Keeney, Esq.**
15 **Lauren B. Shelby, Esq.**
16 **Jackson Lewis P.C.**
17 **200 Spectrum Center Drive, Suite 500**
18 **Irvine, California 92618**
19 **Alison.Lynch@jacksonlewis.com**
20 **Christian.Keeney@jacksonlewis.com**
21 **Lauren.Shelby@jacksonlewis.com**

22 XXXX (BY ELECTRONIC SERVICE) Based on a court order or an agreement of the
23 parties to accept electronic service, I caused the documents to be sent to the
24 persons at the electronic service addresses listed above via third-party cloud
25 service **FILE & SERVEXPRESS**.

26 XXXX (BY EMAIL) I caused the documents to be sent to the persons at the
27 electronic service addresses listed above from my electronic service address
28 emily@spivaklaw.com.

EXECUTED on Friday, April 05, 2024, at Los Angeles, California.

24 XXXX (State) I declare under penalty of perjury under the laws of the State
25 of California that the above is true and correct.

26 
27 _____
28 EMILY HOUNG LY



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067