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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/02/2022 at 06:03:00 PM
Clerk of the Superior Court
By Richard Day,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DARRELL COLTER, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PROPULSION CONTROLS ENGINEERING, a California corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2020-00030682-CU-OE-CTL

CLASS ACTION

[*Assigned for all purposes to:* Hon. Keri Katz, Dept. C-74]

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

PRELIMINARY APPROVAL HEARING
Date: May 20, 2022
Time: 8:30 a.m.
Dept: 74

The Court has before it Plaintiff Darrell Colter's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Stipulation of Settlement (which is referred to herein as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant Propulsion Controls Engineering ("Defendant"), attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $1,375,000.00 to cover: (a) settlement payments to the class members who do not validly opt out; (b) a $50,000.00 payment to cover civil penalties pursuant to the Private Attorneys General Act ("PAGA"), with 75% of which ($37,500.00) being paid to the State of California, Labor & Workforce Development Agency ("LWDA") for its share of the settlement of claims for penalties under and 25% ($12,500.00) being paid to Aggrieved Employees; (c) the Class Representative service payment of up to $10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Settlement Amount ($458,333.33), and up to $25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Administrative Costs of up to $15,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2)

significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A Final Fairness Hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of claims for penalties under PAGA, and the class representative's enhancement award should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"): "All persons who were employed by Defendant in California and performed work for Defendant in California as a non-exempt employee during the Settlement Period (together, collectively referred to as the "Class Members")."

6. The Settlement Period means the period from September 1, 2016 through January 19, 2022.

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Darrell Colter. The Court further preliminarily approves Plaintiff's ability to request

an incentive award up to $10,000.00.

9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Settlement Amount ($458,333.33), and costs not to exceed $25,000.00.

10. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator with reasonable administration costs estimated not to exceed $15,000.00.

11. The Court approves, as to form and content, the Amended Notice of Proposed Class Action Settlement (the "Notice"), attached as Exhibit A to this Order. The Court finds, on a preliminary basis, that the plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	June 20, 2022
Settlement Administrator to mail the Notice Packets	On or before July 11, 2022
Response Deadline (Opt-out or Dispute Workweeks)	August 25, 2022
Deadline to Provide Written Objections, if any	August 25, 2022
Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for

Request for Attorney's Fees and Costs, and Service Award to Plaintiff	Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff
Final Approval Hearing	October 28, 2022 at 8:30 a.m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

Keri Katz

DATE: 06/02/2022

Hon. Keri Katz
San Diego County Superior Court

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
Colter v. Propulsion Controls Engineering
Case No. 37-2020-00030682-CU-OE-CTL

Indicate Name/Address Changes, if any:

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement ("the Settlement") of the above-captioned class and PAGA representative action ("the Action") filed in the San Diego County Superior Court has been reached by Propulsion Controls Engineering, LLC ("PCE" or "Defendant") and Darrell Colter ("Plaintiff"), an individual, on behalf of himself and all others similarly situated and has been granted Preliminary Approval by the Court supervising the Action. The San Diego County Superior Court has ordered that this Notice be sent to you because you may be a Settlement Class Member. The purpose of this Notice is to inform you of the Settlement of this class and representative action and your legal rights under the Settlement as follows:

- PCE has agreed to settle a lawsuit brought on behalf of all persons who were employed by PCE in California and performed work for PCE in California as a non-exempt employee during the period from September 1, 2016 to January 19, 2022 (the "Settlement Period") (hereafter, "Settlement Class").
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of PCE: failure to pay minimum, regular, and overtime wages; failure to provide meal and rest breaks and any premiums thereon, failure to reimburse business expenses, wage statement violations, waiting time penalties, or other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and for civil penalties under California's Private Attorney General Act ("PAGA") arising out of the alleged wage and hour policies and practices of PCE. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases PCE from liability for these claims.
- The parties in the lawsuit disagree on whether PCE is liable for the allegations raised in this case and how much money could have been won if the employees won at trial. PCE denies that it did anything wrong and believes that it paid you and other employees properly and fairly.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights and claims as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator to request exclusion as provided below. This is the only option that allows you to preserve and potentially bring your own claim against PCE about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Remain a Settlement Class Member, receive a payment, and remain bound by the Settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the terms and details of a proposed settlement of a class and representative action lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in San Diego County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid for or properly provided all meal and rest breaks, were not issued accurate wage statements, were not paid for all hours worked, were not paid properly paid minimum wage or overtime pay, were not paid all wages due at termination and/or resignation, were not reimbursed for business expenses, and were subjected to unfair business practices. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

PCE denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. PCE contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. PCE further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or PCE. Plaintiff thinks he would have prevailed on his claims at a trial. PCE does not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who were employed by PCE in California and performed work for PCE in California as a non-exempt employee during the Settlement Period.

C. What does the Settlement provide?

1. Settlement Amount.

PCE will pay a total of One Million Three Hundred and Seventy-Five Thousand Dollars and Zero Cents ($1,375,000.00) (the "Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (less the employees' portion of any required federal and state tax withholdings) to the Settlement Class, Attorneys' Fees (not to exceed 33 ⅓ % of the Settlement Amount, or $458,333.33), Litigation Expenses not to exceed $25,000.00, Settlement Administrative Costs estimated in an amount not to exceed $15,000.00, the PAGA Settlement Payment in the amount of $50,000.00 (75% of which will be paid to the California Labor and Workforce Development Agency (LWDA) and 25% of which will be paid to Aggrieved Employees, and an enhancement payment to the Named Plaintiff not to exceed $10,000.00. Any and all Employer Taxes which PCE normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by PCE separately and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement at the same time and manner as the Net Settlement Payments to the Settlement Class members.

2. Net Settlement Amount

"Net Settlement Amount" means the Settlement Amount minus the Attorneys' Fees, Litigation Expenses, Settlement Administrative Costs, the PAGA Settlement, and the enhancement payment to the Named Plaintiff.

3. Your Individual Payment Amount.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by PCE during the Settlement Period based on their dates of employment during the Settlement Period ("Total Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members who do not request exclusion, "opt out", (as defined on pages 5-6 below) during the Settlement Period ("Workweek Point Value").

An "Net Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks ("Eligible Workweeks") by the Workweek Point Value. The Net Settlement Payment will be reduced by any required state and federal tax withholdings and deductions, for each participating Class Member.

Separately, the 25% of the PAGA Settlement that is paid to Aggrieved Employees (i.e., all persons who were employed by PCE in California and performed work for PCE in California as a non-exempt employee from October 6, 2019 through January 19, 2022 ("PAGA Claim Period")) will be distributed based on the number of Eligible Workweeks each Aggrieved Employee worked during the PAGA Claim Period.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 10 % as wages, 45% as penalties, and 45% as interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary state and federal tax withholdings and deductions will be taken out of the amounts attributable to unpaid wages.

Nothing in this Notice or the Settlement is intended to be tax advice. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) of the Stipulation of Settlement), Named Plaintiff, on behalf of himself and the State of California, and all members of the Settlement Class, including their heirs, agents, representatives, successors, assigns, and estates, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, shall be deemed to have fully, finally, and forever waived, released, discharged, and promised never to assert in any forum any and all claims, causes of action, demands, rights, and liability that were alleged in the Second Amended Complaint or which could have been alleged in the Second Amended Complaint based on the facts and allegations asserted therein arising during the Settlement Period against Defendant, and its parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, and insurers ("Released Parties"), including any claims for violation of the California Labor Code or any other state, local, or federal law, statute, regulation or ordinance imposing liability and/or obligations that could be brought based on the allegations in the Second Amended Complaint, through the Settlement Period, including the Fair Labor Standards Act (the "Released Claims"). This release specifically includes claims for any wages, statutory penalties, civil penalties, liquidated damages, interest, restitution, attorneys' fees and costs for the following: 1) all claims, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders or any comparable federal statute under any theory of liability, including the Fair Labor Standards Act (FLSA); 2) all claims, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum wage or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, 1197, and 1198, the IWC Wage Orders, local minimum wage ordinances, or any comparable federal statute under any theory of liability, including the Fair Labor Standards Act (FLSA); 3) all claims, under any legal theory of liability, for failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; 4) all claims, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7 and the IWC Wage Orders; 5) all claims, under any legal theory of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California Labor Code § 226.7(b), and the IWC Wage Orders; 6) all claims, under any legal theory of liability, for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; 7) all claims, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq*.; 8) all claims, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; 9) all claims, under any legal theory of liability, for any penalties of any kind arising from any alleged wage statement violations pursuant to California Labor Code §§ 226, 1174, and 1174.5; and 10-1) all claims, under any legal theory of liability, for civil penalties pursuant to PAGA (Labor Code §§ 2698 *et seq*.) for the various Labor Code violations alleged, including penalties pursuant to California Labor Code §§ 210, 226.3, 1174.5, 558, and 1197.1.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the "Final Approval Hearing") on ________, 2022, at 330 West Broadway, in Department C-74 of the San Diego County Superior Court. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and costs awarded to Plaintiff's counsel; (iv) the amount approved for payment to the Settlement Administrator for the costs of administering the Settlement; and (v) the amount that should be awarded to the Plaintiff as an enhancement payment. At the Final Approval Hearing, the Court will hear any objections, as well as any arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself, as explained in more detail on page 7 below.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff's counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *GET A PAYMENT***

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE IN ORDER TO RECEIVE THIS PAYMENT.

The estimated pre-tax amount of your Settlement Payment is ______________________. Required withholdings and deductions will be made from this amount. The amount of the Settlement Payment paid to each Settlement Class Member is based upon the number of workweeks worked as a non-exempt employee for PCE in California between September 1, 2016 and January 19, 2022. According to payroll records maintained by PCE, your number of Eligible Workweeks between September 1, 2016 and January 19, 2022 is ___________________________.

If you believe that the number of Eligible Workweeks stated is incorrect, you may dispute the number of workweeks by preparing a statement setting forth the number of workweeks you believe in good faith is correct, stating that you authorize the Settlement Administrator to request information from Defendant to determine such information, and attaching any relevant supporting documentation in support thereof, and mailing the signed and completed statement to the Settlement Administrator at ________________ (Address) no later than _________(45 days after the date of the mailing). Please be advised that your number of Eligible Workweeks is presumed to be correct, unless you submit a dispute and supporting documentation to the Settlement Administrator no later than [DATE], 2022. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Net Settlement Payment you will receive will be a full and final settlement of the Released Claims described in Section D above.

- **OPTION 2 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any payment or benefits from the proposed Settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against PCE, subject to time limits called statutes of limitations and other potential defenses that PCE may assert, and to pursue your own claims in a separate suit.

You can request exclusion or "opt out" of the Settlement Class by sending a letter to the Settlement Administrator at _______________ (address) by first class U.S. mail which must: (1) state your name, address, and telephone number; (2) state that you wish to request exclusion from or opt-out of the Settlement; and (3) be signed and dated by you. To be valid, your request for exclusion must be postmarked no later than ____________ [45 days after mailing].

Anyone who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Individuals who fail to submit a valid and timely request for exclusion on or before [DATE], 2022, are Class Members and will be bound by all terms of the Settlement and any final disposition entered in this Litigation if the Court approves the Settlement.

- **OPTION 3 – *OBJECT TO THE SETTLEMENT***

If you are a Class Member and would like to object to the Settlement, you should not submit a request for exclusion (*i.e.*, do not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement and Class, and your objection will not be considered.

To object to the Settlement in writing, you must complete, sign, and send a written notice of objection to the Settlement Administrator at ___________________________ (Address), postmarked no later than _____________(45) days after the Notice was initially mailed to the Class Members), setting forth the grounds for the objection, along with all supporting documents, your name, address, telephone number and reference to this Litigation, along with whether you intend to appear at the final approval hearing, either personally or through an attorney.

You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Net Settlement Payment or future correspondence concerning this Litigation to be sent to a different address, you must supply your preferred address to the Settlement Administrator at ______________________________ (Address). Otherwise, your Net Settlement Payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Stipulation of Settlement" which is available for viewing online on the following website: URL: [Insert website provided by Settlement Administrator].

In addition, you can view the Litigation's records online by visiting the Court's website https://roa.sdcourt.ca.gov/roa/, entering the Case Number in the search box, and selecting "Search."

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S COUNSEL LISTED BELOW OR TO THE SETTLEMENT ADMINISTRATOR, [Administrator], [address] [telephone]. Please refer to the *Colter v. Propulsion Controls Engineering* Class Action Settlement.

PLAINTIFF'S/CLASS COUNSEL
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Facsimile: (213) 381-9989

PROPULSION CONTROLS ENGINEERING WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

PROOF OF SERVICE

Darrell Colter v. *Propulsion Controls Engineering*

37-2020-00030682-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On **May 23, 2022**, I served the foregoing **[PROPOSED] REVISED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

LOIS M. KOSCH (SBN 131859)
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Attorneys for Defendant
Propulsion Controls Engineering

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **May 23, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name

Ashley
Signature