ATTORNEY OR PARTY WITHOUT ATTORNEY	FOR COURT USE ONLY
STATE BAR NUMBER:	
NAME: Joanna Ghosh (SBN 272479); Lizeth Marin (SBN 360465)	
FIRM NAME: LAWYERS for JUSTICE, PC	
STREET ADDRESS: 450 North Brand Blvd., Suite 900	
CITY: Glendale STATE: CA ZIP CODE: 91203	
TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021	
EMAIL ADDRESS: joanna@calljustice.com; lizeth@calljustice.com	
ATTORNEY FOR *(name)*: Plaintiffs Sequoia Valery, et al.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO	
STREET ADDRESS: 1130 O Street	
MAILING ADDRESS:	
CITY AND ZIP CODE: Fresno 93721	
BRANCH NAME: B.F. Sisk Courthouse	
PLAINTIFF/PETITIONER: Sequoia Valery, et al.	
DEFENDANT/RESPONDENT: Turner Security Systems Inc., et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER	CASE NUMBER: 21CECG03231/Dept. 403
(Check one): ☒ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☐ **LIMITED CASE** (Amount demanded was $35,000 or less)	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: July 17, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT 1 - LAW AND MOTION MINUTE ORDER RE: MOTION FOR PAGA SETTLEMENT DATED JULY 17, 2025

Date: July 21, 2025

Joanna Ghosh

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: Sequoia Valery, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: Turner Security Systems Inc., et al.	21CECG03231/Dept. 403

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
   Street address:
   City:
   State and zip code:
   b. Name of person served:
   Street address:
   City:
   State and zip code:
   c. Name of person served:
   Street address:
   City:
   State and zip code:
   d. Name of person served:
   Street address:
   City:
   State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: July 21, 2025

Bianca Balentine
(TYPE OR PRINT NAME OF DECLARANT)

▶ Bianca Balentine
(SIGNATURE OF DECLARANT)

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited	Entered by:
TITLE OF CASE: **Sequoia Valery vs. Turner Security Systems, Inc.**	
LAW AND MOTION MINUTE ORDER	Case Number: **21CECG03231**

Hearing Date:	**July 17, 2025**	Hearing Type:	**From Chambers re: Motion - PAGA Settlement restored from under advisement**
Department:	**403**	Judge/Temp. Judge:	**Gamoian, Lisa M.**
Court Clerk:	**Lopez, Maria**	Reporter/Tape:	**Not Reported**

Appearing Parties:

Plaintiff:	Defendant:
Counsel:	Counsel:

[X] Matter previously taken under advisement, the Court now rules; Upon review the court is not persuaded to change its Tentative Ruling and as such, it is adopted as the Order of the Court.

[ ] Continued to [ ] Set for at p.m. Dept. for

[ ] Submitted on points and authorities with/without argument. [ ] Matter is argued and submitted.

[ ] Upon filing of points and authorities.

[ ] Motion is granted [ ] in part and denied in part. [ ] Motion is denied [ ] with/without prejudice.

[ ] Taken under advisement

[ ] Demurrer [ ] overruled [ ] sustained with __ days to [ ] answer [ ] amend

[X] Tentative ruling becomes the order of the court. No further order is necessary.

[X] Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

[X] Service by the clerk will constitute notice of the order.

[X] See attached copy of the Tentative Ruling.

[ ] Judgment debtor __ sworn and examined.

[ ] Judgment debtor __ failed to appear.
Bench warrant issued in the amount of $ __

JUDGMENT:
[ ] Money damages [ ] Default [ ] Other __ entered in the amount of:
Principal $__ Interest $__ Costs $__ Attorney fees $__ Total $__
[ ] Claim of exemption [ ] granted [ ] denied. Court orders withholdings modified to $__ per __

FURTHER, COURT ORDERS:
[ ] Monies held by levying officer to be [ ] released to judgment creditor. [ ] returned to judgment debtor.
[ ] $__ to be released to judgment creditor and balance returned to judgment debtor.
[ ] Levying Officer, County of __, notified. [ ] Writ to issue
[ ] Notice to be filed within 15 days. [ ] Restitution of Premises
[ ] Other: __

(35)

Tentative Ruling

Re: ***Valery v. Turner Security Systems, Inc. et al.***
Superior Court Case No. 21CECG03231

Hearing Date: July 16, 2025 (Dept. 403)

Motion: Plaintiffs' Renewed Motion for Approval of PAGA Settlement

Tentative Ruling:

To grant the motion and approve the settlement; costs in the amount of $11,047.64; and fees in the reduced amount of $81,400.00. To appoint Simpluris, Inc. as settlement administrator and approve costs to administer in the quoted amount of $7,000.00.

Explanation:

After nearly twelve months from the prior attempt and more than two years since the filing of a Notice of Conditional settlement, Plaintiffs Sequoia Valery and Devosha Johnson (together "Plaintiffs") now renew their motion for approval of a negotiated settlement on the sole cause of action under PAGA.

1. Introduction

Under Labor Code section 2699, "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA]. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (i)(2).)

'"'A representative action under PAGA is not a class action'"', and is instead a 'type of qui tam action', a standard requiring the trial court to determine independently whether a PAGA settlement is fair and reasonable is appropriate. Class actions and PAGA representative actions have many differences, with one salient difference being that certain due process protections afforded to unnamed class members are not part of PAGA litigation because aggrieved employees do not own personal claims for PAGA civil penalties. Nonetheless, the trial court must 'review and approve' a PAGA settlement, and the Supreme Court has in dictum referred to this review as a 'safeguard[ ].' The Supreme Court has also observed that trial court approval 'ensur[es] that any negotiated resolution is fair to those affected.' When trial court approval is required for certain settlements in other qui tam actions in this state, the statutory standard is whether the settlement is 'fair, adequate, and reasonable under all the circumstances.' Thus, while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents 'fraud, collusion or unfairness', and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted. Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, internal citations omitted.)

"Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc., supra*, 72 Cal.App.5th at p. 77, internal citations and footnote omitted.)

On the other hand, "PAGA does not provide that aggrieved employees must be heard on the approval of PAGA settlements... PAGA provides no mechanism for aggrieved employees, including those pursuing PAGA lawsuits, to be heard in objection to another PAGA settlement. This concession is dispositive, and we will not read a requirement into a statute that does not appear therein." (*Moniz v. Adecco USA, Inc., supra*, 72 Cal.App.5th at p. 79, internal citation omitted.)

2. Notice to Labor and Workforce Development Agency

Labor Code section 2699, subdivision (l)(2), states: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."

Here, Plaintiffs submit a proof of service that notice of the settlement and this motion was served on the Labor and Workforce Development Agency ("LWDA") on June 6, 2025, 2025. Therefore, Plaintiffs complied with the requirement to give notice of the settlement to the LWDA.

3. Is the Settlement Fair, Adequate, and Reasonable?

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc.* stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz v. Adecco USA, Inc., supra*, 72 Cal.App.5th at pp. 75-77.) "Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement." (*Id.* at p. 77.)

Here, it does appear that the proposed settlement is fair, adequate and reasonable under the circumstances. Plaintiffs seek approval of a $535,000.00 settlement on behalf of approximately 739 aggrieved employees across 37,960 affected pay periods. (Ghosh Decl., ¶¶ 17, 18.) The period spans approximately 41 months from February 2020 to July 2023. No information was provided as to whether the settlement funds are reversionary.

A. Strength of Case: Plaintiffs notes that, while the raised claims for violations related to applicable wage orders that might have allowed for penalties up to $37,980,550.00 in concert, defendants Turner Security Systems, Inc. and John A. Turner (together "Defendants") raised many defenses to the claims. Also, there is a real chance that, even if Plaintiffs won at trial, the court would substantially reduce the amount of the penalties. Therefore, the proposed settlement of Plaintiffs' claim for $535,000.00 appears to be reasonable given the relative strengths and weaknesses of Plaintiffs' claims, at approximately 1.41 percent of the maximum allowable claim.

B. Stage of the Proceeding: A presumption of fairness exists where the settlement is reached through arm's length mediation between adversarial parties, where there has been investigation and discovery sufficient to allow counsel and the court to act intelligently, and where counsel is experienced in similar litigation. (*Dunk v. Ford Motor* Co. (1996) 48 Cal. App 4th 1794, 1802.) Here, the case settled after the parties exchanged some formal discovery and attended mediation. It appears that counsel obtained sufficient information to make an informed decision about settling the case. Further, though no expert was retained to evaluate the scope of claims, as there appears to be no time entries or costs associated with an expert, Plaintiffs' counsel submit their experience in representative litigation. (*See generally* Ghosh Decl., Ex. 6, 7.) Therefore, this factor weighs in favor of approving the settlement.

C. Risks of Litigating Case through Trial: As discussed above, Defendants raised defenses, and litigating the case through trial would have involved considerable risks for Plaintiffs. There would also have been substantial costs to both parties in trying the case. Therefore, the risks of litigating the case were substantial, and this factor weighs in favor of approving the settlement.

D. Amount of Settlement: As discussed above, the amount of the settlement appears to be reasonable given Defendants' defenses and the likelihood that Plaintiffs would not be able to recover the full amount of penalties sought. There is also a risk that the trial court would exercise its discretion to reduce the amount of penalties even if Plaintiffs prevailed at trial. Therefore, the amount of the settlement appears to be fair, adequate, and reasonable under the circumstances.

E. Experience and Views of Counsel: Plaintiffs' counsel are experienced in class and representative litigation. They have stated that the settlement is fair, adequate and reasonable under the circumstances. Therefore, this factor weighs in favor of approval.

F. Government Participation: No government entity participated in the case, so this factor does not favor either approval or disapproval of the settlement.

G. Attorney's Fees and Costs: Plaintiffs' counsel seek $203,000.00 in attorney's fees, plus court costs in the amount of up to $13,000.00. The fees are the equivalent of more than 1/3 of the total gross recovery, at 38 percent.

Courts have approved awards of fees in class actions that are based on a percentage of the total common fund recovery. (*Laffitte v. Robert Half Internat.* (2016) 1 Cal.5th 480, 503.) It appears that the same reasoning would apply to PAGA settlements, which bear similarities to class actions. However, the court may also perform a lodestar calculation to double check the reasonableness of the fee request. (*Id.* at pp. 504-506.) Once a lodestar is fixed, the court may increase or decrease that amount by a multiplier, taking into account a variety of factors, including the quality of representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented. (*Id.* at p. 489.)

The amount of attorney's fees awarded is a matter within the court's discretion. (*Clayton Development Co. v. Falvey* (1988) 206 Cal.App.3d 438, 447.) In determining the reasonable amount to award, "the court should consider ... 'the nature of the litigation, its difficulty, the amount involved, the skill required and the skill employed in handling the litigation, the attention given, the success of the attorney's efforts, his learning, his age, and his experience in the particular type of work demanded [citation]; the intricacies and importance of the litigation, the labor and necessity for skilled legal training and ability in trying the cause, and the time consumed.'" (*Ibid.*)

Here, counsel's fees are in excess of the typical 1/3 of the total gross settlement, and therefore warrants further evaluation. Counsel seeks to set the lodestar at $354,284.00 based on 381.80 hours billed, which amounts to a blended rate of $927.93 per hour. However, counsel has elected to submit no discrete time entries in favor of a general statement of time spent. While time entries are not required, it remains Plaintiffs' burden to prove the reasonableness of the number of hours they devote to this action. (*Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1325.) A trial court may not rubberstamp a request for attorney fees, and must determine the number of hours <u>reasonably</u> expended. (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271.)

Counsel submits hourly rates for fifteen timekeepers, with bar admissions between 2004 and 2023. The court finds the amount of timekeepers per se unreasonable for the scope of legal work described. Moreover, the billing rates submitted are: Edwin Aiwazian at $1,495 per hour; Arby Aiwazian at $1,295 per hour; Joanna Ghosh at $1,295 per hour; Elizabeth M. R-H Parker-Fawley at $850 per hour; Melissa A. LeBlanc-Mansell at $850 per hour; and general associates ranging from $575 per hour to $725 per hour. No particular information was provided except as to four timekeepers: Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Matthew Soto. The court finds that Plaintiffs have failed their burden as the moving party to justify the remaining 11 timekeepers. For attorneys purporting to bill at $1,495 and $1,295 based over 250, 500, and 1,000 litigated class action matters, these four timekeepers constitute over 40 percent of the time submitted. The court cuts the time kept by the remaining 11 timekeepers, totaling 224.6 hours as presumptively duplicative and unreasonable. (*E.g.*, Ghosh Decl., Ex. 6, pp. 6 [3.1 hours by managing attorney, and 4.2 hours by senior attorney to draft a form generic complaint]; 7 [1.2 hours across two associates to draft a case management conference statement]; 8 [2.2 hours across two associates to draft a form standard Los Angeles County Superior Court Model Stipulation for a Protective Order].)

Further, the reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095.) The proposed rates are far and away higher than local community rates. No evidence was given to show why it was reasonably necessary to utilize out-of-town counsel to support adjusting adequate compensation at the expense of the common fund. Further, where the hourly rate is high, this court typically evaluates time entries to determine whether the time spent is commiserate with the experience stated, to command a higher hourly rate. As no discrete time entries were submitted, the court finds that Plaintiffs have failed to support the rates sought. The court sets the hourly rates as follows: Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh at $500 per hour; and Matthew Soto at $300 per hour.

On review of the limited information of the time submitted, the court notes other irregularities. (*E.g.*, Ghosh Decl., Ex. 6, pp. 10 [3.8 hours billed for what appears to be or should have been a single, simple routine letter request for informal discovery]; 13, 14 [9.1 hours to draft routine notices to the LWDA regarding Plaintiffs' claims]; 18 [13.7 hours of credited time (22.3 hours actually billed) to prepare the present motion].) However, in light of the above adjustments, the court will not further reduce the 74.8 hours of Edwin Aiwazian, 53.4 hours of Arby Aiwazian; 6.0 hours of Joanna Ghosh; or 23.0 hours of Matthew Soto. Accordingly, the court sets the lodestar at $74,000.00, and to reach the amount sought in the request of $203,000.00, the lodestar multiplier required would be 2.74.

Plaintiffs does not reference a lodestar multiplier. Plaintiffs impliedly estimated the lodestar multiplier at 0.57. However, in light of the adjustments to the hourly rates, the court further evaluates the merits. As explained by the California Supreme Court regarding lodestar multipliers, sometimes referred to as fee enhancements:

> ...the trial court is *not required* to include a fee enhancement to the basic lodestar figure for contingent risk, exceptional skill, or other factors, although it retains discretion to do so in the appropriate case; moreover, the party seeking a fee enhancement bears the burden of proof. In each case, the trial court should consider whether, and to what extent, the attorney and client have been able to mitigate the risk of nonpayment, e.g., because the client has agreed to pay some portion of the lodestar amount regardless of outcome. It should also consider the degree to which the relevant market compensates for contingency risk, extraordinary skill, or other factors under *Serrano III*. We emphasize that when determining the appropriate enhancement, a trial court should not consider these factors to the extent they are already encompassed within the lodestar. The factor of extraordinary skill, in particular, appears susceptible to improper double counting; for the most part, the difficulty of a legal question and the quality of representation are already encompassed in the lodestar. A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate. (*See Margolin v. Regional Planning Com.* (1982) 134 Cal.App.3d 999, 1004, 185 Cal.Rptr. 145.) Indeed, the " 'reasonable hourly rate [used to calculate the lodestar] is the product of a multiplicity of factors ... the level of skill necessary, time limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case.' " (*Ibid.*) Thus, a trial court should award a multiplier for exceptional representation only when the quality of representation far exceeds the quality of representation that would have been provided by an attorney of comparable skill and experience billing at the hourly rate used in the lodestar calculation. Otherwise, the fee award will result in unfair double counting and be

unreasonable. Nor should a fee enhancement be imposed for the purpose of punishing the losing party. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138-1139 [emphasis original].)

Once a lodestar is fixed, the lodestar may be adjusted based on certain factors, including: (1) the novelty and difficulty of the questions involved; (2) the skill displayed in presenting them; (3) the extent to which the nature of the litigation precluded other employment by the attorneys; and (4) the contingent nature of the fee award. (*Id.* at p. 1132, *citing Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 49.)

Counsel states that the matter was taken on a contingent basis. (Ghosh Decl., ¶ 42.) Counsel implies that the results of this settlement are particularly noteworthy. (*Id.*, ¶ 45.)

The court acknowledges the contingent nature of the fee award sought. Though counsel suggests particularly noteworthy skills or outcomes, nothing in the evidence supports such a finding. The court finds that the claims in this action are typical to all PAGA actions regarding minimum wage, overtime wages, meal periods, rest periods, itemized statements, and accurate records. There were no demonstrated deviations from the typical course these actions generally follow: the making of the claim, some general discovery, some data analysis, a mediation, and a settlement. (Ghosh Decl., ¶¶ 8-13, 20, 21.)

Based on the above, the court sets a lodestar multiplier of 1.1 in recognition of the risk borne by counsel on contingent representation. Applied to the $74,000.00 lodestar, fees are approved in the reduced amount of $81,400.00. Costs are approved as sought in the amount of $11,047.64.

H. Payment to Named Plaintiff: Plaintiffs seeks an enhancement award of $5,000.00. Nothing in PAGA specifically an additional "enhancement payment" to the named plaintiff. PAGA only authorizes awards of penalties to aggrieved employees based on actual violations of the Labor Code. (Labor Code, § 2699, subd. (i).) The moving papers rely solely on decisions involving class actions, or to orders from courts that have no binding precedent, such as the federal district court in the State of Georgia which does not appear to have a PAGA equivalent statute. In spite of these observations, the court finds that approving an enhancement award under the circumstances work to protect the public interest under PAGA's stated purpose.

Here, Plaintiffs submit that they contributed to the development of the case. In addition to the 380 hours submitted by counsel, it appears that Devosha Johnson spent 12 hours developing the case; 4 hours reviewing a settlement agreement; and 3 hours asking questions. Sequoia Valery submits 10 hours developing the case; 3 hours reviewing the settlement; and 2 hours asking questions.[1] The court finds that Plaintiffs are entitled to a reasonable enhancement award for the time spent on behalf of all aggrieved

[1] The sum total is 34 hours, a scant 20 hours short of the combined 54 hours reported in the fee request to meet and communicate with Plaintiffs. This also assumes that the combined 7 hours reviewing the settlement agreement was not an independent review, but with the guided wisdom of counsel.

employees. The court awards $1,000.00 to Devosha Johnson, and $800.00 to Sequoia Valery.

Though Plaintiffs submit that the $5,000 enhancement award includes compensation for Plaintiffs' general release of all claims, none of the evidence submitted suggests the value of that general release. (See Ghosh Decl., ¶ 47.) Nor would a settlement between Plaintiffs and Defendant on their personal claims be subject to approval on a PAGA settlement. Accordingly, the amounts awarded are purely to compensate Plaintiffs for their work in representing the aggrieved employees under PAGA.

I. Administration Costs: Plaintiffs seek to nominate Simpluris, Inc. to administer the settlement. In support, Plaintiffs submit the declaration of Denise Islas, Senior Director of Client Services for Simpluris, Inc. Islas submits the company's qualifications, proposed work, and a detailed estimate. The court finds Simpluris, Inc. well qualified, and appoints it as settlement administrator. The court further finds that the costs to administer settlement is reasonable, and approves the settlement administration costs of $7,000.00.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: **lmg** **on** **7-15-25**.
(Judge's initials) (Date)

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO Civil Unlimited Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-1900	*FOR COURT USE ONLY*
TITLE OF CASE: **Sequoia Valery vs. Turner Security Systems, Inc.**	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: **21CECG03231**

I certify that I am not a party to this cause. A true copy of the 07/17/2025 From Chambers Minute Order and copy of Tentative Ruling has been processed and:

☒ I certify that, pursuant to California Rules of Court, rule 2.251, and Code of Civil Procedure section 1010.6, the following document(s) have been electronically served by the Superior Court of California, County of Fresno. The list of electronically served recipients are listed below.

☐ Placed in a sealed envelope and:

- ☐ Deposited with the United States Postal Service, mailed first class, postage fully prepaid and addressed as shown below.
- ☐ Placed for collection and mailing on the date and at the place shown below following our ordinary business practices. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

Place of mailing/e-mailing: **Fresno, California 93724** on:

Date: **July 17, 2025** Clerk, by ____________________, Deputy
Maria Lopez

Edwin Aiwazian
Lawyers for Justice PC
edwin@calljustice.com

Jaimee K. Wellerstein
Bradley, Gmelich & Wellerstein LLP
jwellerstein@bgwlawyers.com

☐ Clerk's Certificate of Mailing Additional Address Page Attached

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On July 21, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Jaimee K. Wellerstein (jwellerstein@bgwlawyers.com)
BRADLEY, GMELICH & WELLERSTEIN LLP
700 North Brand Boulevard, 10th Floor
Glendale, CA 91203

Attorneys for Defendants Turner Security Systems, Inc., et al.

[X] **BY E-MAIL**
The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] **BY ONLINE SUBMISSION**
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on July 21, 2025, at Glendale, California.

Bianca Balentine
Bianca Balentine

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203