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Attorneys for Plaintiff

ENEDINA SANCHEZ DE SEGURA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ENEDINA SANCHEZ DE SEGURA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall
J. Sherman, Dept. CX105]*

**NOTICE OF RULING ON THE LWDA RE
PLAINTIFF'S FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Plaintiff's Motion for Final Approval

Date: May 17, 2024

Time: 10:00 a.m.

Dept.: CX105

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** that on May 17, 2024, the Court ruled on Plaintiff's Motion
3 for Final Approval of Class Action and PAGA Settlement as follows:

4 Tentative Ruling posted on the Internet.

5 There are no appearances by any party.

6 Prior to calendar call, all parties submit on the Court's tentative ruling.

7 The Court confirms the tentative ruling became the final ruling.

8 Plaintiff Enedina Sanchez De Segura hereby gives notice of the Court's Tentative Ruling and the
9 Court's signed Order of Final Approval of Class Action and PAGA Settlement and Final Judgment
10 issued on May 17, 2024, which are respectively attached hereto as **Exhibit A** and **Exhibit B**.

11
12
13 Dated: May 17, 2024

Respectfully submitted,

LIDMAN LAW, APC

14
15 By:



Scott M. Lidman

Milan Moore

Attorneys for Plaintiff

ENEDINA SANCHEZ DE SEGURA

EXHIBIT A

EXHIBIT A

TENTATIVE RULINGS

JUDGE RANDALL J. SHERMAN

DEPARTMENT CX105

MAY 17, 2024

Appearances, whether remote or in person, must be in compliance with Code of Civil Procedure §367.75, California Rules of Court, Rule 3.672, and Superior Court of California, County of Orange, Appearance Procedure and Information, Civil Unlimited and Complex, located at https://www.occourts.org/media-relations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf. Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's online check-in process, available at <https://www.occourts.org/media-relations/civil.html>. Information, instructions and procedures to appear remotely are also available at <https://www.occourts.org/media-relations/aci.html>. Once online check-in is completed, counsel and self-represented parties will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room while the clerk provides access to the video hearing.

Court reporters will not be provided for motions or any other hearings. If a party desires a court reporter for a motion, it will be the responsibility of that party to provide its own court reporter. Parties must comply with the court's policy on the use of pro tempore court reporters, which can be found on the court's website at www.occourts.org/media/pdf/Private_Retained_Court_Reporter_Policy.pdf.

If you intend to submit on the tentative ruling, please advise the other parties and the court by calling (657) 622-5305 by 9:00 a.m. on the hearing date. Make sure the other parties submit as well before you forgo appearing, because the court may change the ruling based on oral argument. Do not call the clerk about a tentative ruling with questions you want relayed to the court. Such a question may be an improper ex parte communication.

#	Case Name & No.	Tentative Ruling
1	Weissenbach vs. California Pizza Kitchen, Inc. 2022-01278828	The tentative ruling is to continue the hearing on plaintiffs' Motion for Approval of PAGA Settlement to August 9, 2024 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be re-read) at least 16 days before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers, including the proposed letter to the aggrieved employees. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the proposed letter to the aggrieved employees, rather than with just a supplemental declaration or brief simply asserting that the issues have been resolved. The moving papers do not include a copy of the LWDA letters that plaintiffs submitted to the LWDA. The court needs a copy of the letters to verify that the settlement

		terms are consistent with the notices provided to the LWDA. The court will be looking to ensure that the release agreement releases only those claims that were noticed to the LWDA. Counsel must explain why the gross settlement amount is such an odd number, \$712,563.50, and disclose if there are also individual settlements involved. There is an escalator clause in the settlement agreement, but this is a motion to have the PAGA settlement fully approved, so the court must approve a specific gross settlement amount on the granting of this motion. At this time the parties should know or be able to determine the number of pay periods for the base time period being used in ¶52 of the settlement agreement, June 28, 2021 through July 31, 2023. Thus, the parties must confirm the gross settlement amount to be approved. Plaintiffs have not provided the court with the estimated high and low payments to aggrieved employees under the proposed settlement. These estimates are needed to assist the court in properly determining the fairness of the proposed settlement. Plaintiffs must explain why their exposure analysis fails to take into account all the claims at issue in this action and included in the release, including failure to timely pay wages during employment, failure to maintain required records, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to pay interest on deposits, failure to provide sick pay, failure to pay vested vacation time, and failure to provide suitable seating. The provision in ¶44 of the settlement agreement at 10:23-26 is unacceptable. The unrepresented aggrieved employees will not hold anyone, including plaintiffs' counsel, who is supposed to be representing their interests, harmless from anything, including claims resulting from the treatment of their payments as non-taxable. Plaintiffs should confirm that the Bradley/Grombacher firm is seeking attorney costs in the amount of \$1,835.83, as set forth in ¶7 of and Exhibit 1 to the Bradley Declaration, not \$1,854.83, as set forth in ¶9 of the Bradley Declaration. The proposed cover letter to be sent to the aggrieved employees with their penalty checks fails to explain that no claims for any unpaid or underpaid wages have settled, and that this settlement is without prejudice to any pursuit of such claims. The letter must be revised accordingly. Counsel should propose a realistic Final Report Hearing date, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing
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		the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiffs are ordered to give notice of the ruling to the LWDA and to defendant.
2	De Segura vs. Kelcourt Plastics, Inc. 2021-01219806	Plaintiff's Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs is granted, except that the court approves plaintiff's attorney costs only in the amount of \$15,252.04. The court disallows the costs claimed for photocopies (\$1,145.50), postage (\$99.84), FedEx (\$454.42), Westlaw (\$191.70), and Pacer (\$2.70), totaling \$1,894.16, because the court believes that such cost items are properly part of attorney overhead. Indeed, plaintiffs' attorneys' fees award involves a multiplier of 2.7. The court concludes that the \$2,250,000 class action and PAGA settlement, as approved, is fair, adequate and reasonable, and approves the following specific awards: • \$750,000.00 to plaintiff's counsel for plaintiff's attorneys' fees, with 60% (\$450,000) awarded to Haines Law Group, APC and 40% (\$300,000) awarded to Lidman Law, APC, as requested; • \$15,252.04 to plaintiff's counsel, Haines Law Group, APC, for plaintiff's attorney costs, reduced from the \$17,146.20 requested; • \$10,000.00 to plaintiff Enedina Sanchez De Segura as an enhancement award, as requested; • \$10,750.00 to the Administrator, Phoenix Settlement Administrators, as requested; and • \$112,500.00 to the LWDA for its share of PAGA penalties, as requested. The total amount that will be payable to all class members and aggrieved employees if they are paid the amount to which they are entitled pursuant to the judgment is \$1,351,497.96. The court sets a Final Report Hearing for February 21, 2025 at 10:00 a.m., to confirm that distribution efforts are fully completed, including the distribution of the amount of the uncashed class member and aggrieved employee checks to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees after 180 days, that the Administrator's work is complete, and that the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the class members and aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

		Plaintiff is ordered to give notice of the ruling to the LWDA and to defendant.
3	Lara vs. Maruchan, Inc. 2019-01044242	Plaintiff Anita Lara's Motion to Stay is denied. Defendant PriorityWorkforce, Inc.'s Request for Judicial Notice is granted. Plaintiff requests a stay of three cases, <u>Garcia</u> vs. Maruchan, Inc., Case No. 2019-01117316, <u>Vargas</u> vs. Maruchan, Inc., Case No. 2021-01214780, and <u>Calvillo</u> vs. Priority Workforce, Inc., Case No. 2023-01333307, pending a resolution of this case. As a threshold matter, any motion to stay should be brought in the case that the party wants to stay. Thus, this motion should not have been brought in this case, but in the three affected cases. In any event, in the <u>Garcia</u> case, on July 14, 2020, this court signed a Stipulation and Order to dismiss plaintiff's class claims, arbitrate plaintiff's individual claims, and stay the rest of the action, including plaintiff's PAGA claims. Thus, that lawsuit is already stayed. Although an arbitration hearing is set for October 14-16, 2024, this court will not stay the arbitration, if that's part of what plaintiff is seeking. This court also already stayed the <u>Vargas</u> case, on September 1, 2022. The <u>Calvillo</u> case is in Department CX103, and is assigned to Judge Hurwitz, and a motion to compel arbitration is set for May 31, 2024. This court probably may not, and in any event will not, make a ruling in another judge's case and even consider staying an action in another judge's courtroom. Any request to stay Judge Hurwitz's case must be addressed to Judge Hurwitz. Moreover, defendant PriorityWorkforce explains that the proposed class and/or aggrieved employees in the two <u>Calvillo</u> cases are internal PriorityWorkforce employees, and thus there is no overlap between the <u>Calvillo</u> case employees and these Maruchan cases' employees. For all of these reasons, this motion is denied in full. A Status Conference is also set for today and will go forward. Defendant PriorityWorkforce, Inc. is ordered to give notice of the ruling unless notice is waived.
4	Dornin Realty Advisors CA, Inc. vs. 160 Saint Ann's LLC 2022-01275375	Plaintiffs' Motion for an Order to Show Cause re Contempt and Attorneys' Fees Against Defendants is denied. The court will not set an OSC re Contempt. Plaintiffs have not established the likelihood of proving a willful disobedience of a court order by any of defendants 160 Saint Ann's LLC, Anil Shah, Preeti Shah or Reena Shah. On October 20, 2023, due to discovery violations, the court granted plaintiffs' request for monetary sanctions against defendants and their then-counsel of record, Murchison & Cumming, jointly and severally, payable within 30 days. Plaintiffs have not shown that any of the defendants were aware of their obligation to pay the sanctions award. Rather, it appears that defendants believed their former

[illegible]

EXHIBIT B

EXHIBIT B

LIDMAN LAW, APC

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Attorneys for Plaintiff
ENEDINA SANCHEZ DE SEGURA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ENEDINA SANCHEZ DE SEGURA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

**~~[PROPOSED]~~ AMENDED ORDER OF FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

Date: May 17, 2024
Time: 10:00 a.m.
Dept.: CX105

[Complaint Filed: September 3, 2021]
[FAC Filed: November 19, 2021]

1 This matter came on regularly for hearing before this Court on May 17, 2024, pursuant to
2 California Rule of Court 3.769 and this Court's November 3, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Stipulation of Class and PAGA Action Settlement, as amended ("Settlement")¹ and the documents and
5 evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues
6 involved in this case, the risks of further prosecution and the substantial benefits to be received by the
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is
12 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

14 All current and former non-exempt, hourly employees of Defendant
15 Kelcourt Plastics, Inc. who worked at any time in California during the
16 Class Period, except for non-exempt, hourly employees who both: (a)
17 worked at Defendant's facility located in San Diego, California; and (b)
18 signed a Separation Agreement and General Release of All Claims in
19 connection with the reductions in force at the San Diego facility between
20 2017 and August 31, 2020.

21 The "Class Period" is defined as September 3, 2017 through March 11,
22 2023.

23 2. Plaintiff Enedina Sanchez de Segura is hereby confirmed as Class Representative, and
24 Scott M. Lidman and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group,
25 APC are hereby confirmed as Class Counsel.

26 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form
27 and manner of notice were approved by the Court on November 3, 2023, and the notice process has
28 been completed in conformity with the Court's Order. The Court finds that said notice was the best

¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 notice practicable under the circumstances. The Notice Packet (which is comprised of the Notice of
2 Pendency of Class Action and Settlement, Notice of Settlement Award, Request for Exclusion Form,
3 and Objection Form) provided due and adequate notice of the proceedings and matters set forth
4 therein, informed Settlement Class members of their rights, and fully satisfied the requirements of
5 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that no Settlement Class member objected to the Settlement, zero (0)
7 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the
8 100% participation rate in the Settlement supports final approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
10 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
11 according to its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
13 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
14 there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter of
16 the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the
17 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the
18 Settlement Class members; (e) a class action is superior to other available methods for an efficient
19 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class
20 Representative and the Settlement Class.

21 7. The Court finds that given the absence of objections to the Settlement, and objections
22 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

23 8. The Court orders that Defendant deposit the Gross Settlement Amount of
24 \$2,250,000.00 and employer's share of payroll taxes on the portion allocated as wages with Phoenix
25
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Settlement Administrators (“Phoenix”), the Settlement Administrator within (30) days after the Effective Date.²

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that a service award in the amount of \$10,000.00 for Plaintiff Enedina Sanchez de Segura is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys’ fees in the amount of \$750,000.00 (60% to Haines Law Group, APC, or \$450,000.00, and 40% to Lidman Law, APC, or \$300,000.00), and litigation costs of \$15,252.04 ~~\$17,146.20~~ for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$10,750.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$112,500.00 (or 75% of the \$150,000.00 for PAGA) for its share of the settlement of Plaintiff’s representative action under the California Labor Code Private Attorneys

² This Settlement shall become effective on the “Effective Date” which is defined as the latter of: (a) the Court’s final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. See Settlement, ¶ 5.B.

1 General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Claims Administrator to
2 distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining
3 25%, or \$37,500, will be disbursed to PAGA Employees, which is defined as all current and former
4 non-exempt, hourly employees of Defendant Kelcourt Plastics, Inc., who worked at any time during
5 the PAGA Period. For purposes of this Settlement Agreement, the “PAGA Period” shall mean the
6 time period between September 3, 2020 and March 11, 2023.

7 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
8 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
9 addition to, the Gross Settlement Amount.

10 16. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
12 released the Released Claims as set forth in the Settlement, ~~and will be permanently barred from~~
13 ~~prosecuting against Defendant any of the Released Claims pursuant to the Settlement.~~

14 17. The Settlement is not an admission by Defendant nor is this Order a finding of the
15 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor
16 any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
17 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18 18. Plaintiff and every member of the Settlement Class will fully and forever completely
19 discharge Kelcourt, its past and present officers, directors, shareholders, managers, employees, agents,
20 principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and
21 predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively, the “Released
22 Parties”), as follows: any and all claims, demands, rights, liabilities and causes of action that were pled
23 in the Complaints in the Action (including the ~~contemplated~~ Second Amended Complaint adding a
24 claim under Labor Code section 203), that arose during the Class Period with respect to the following
25 claims: (a) failure to pay all overtime wages owed; (b) failure to provide meal periods, or premium pay
26 for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for
27 non-compliant rest periods; (d) failure to issue accurate, itemized wage statements; and (e) failure to
28

1 timely pay all wages due upon separation of employment; and (f) all claims for unfair business
2 practices that could have been premised on the facts, claims, causes of action or legal theories
3 described above (collectively, the “Released Class Claims”). The time period for the release of the
4 Released Class Claims against the Released Parties shall be the same time period as the Class Period.

5 19. PAGA Employees, including Plaintiff and those who timely and properly submit a
6 Request for Exclusion as set forth below, will release and forever discharge all claims, demands,
7 rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act
8 of 2004 against the Released Parties based on (and as asserted in the Operative Complaint and the
9 letters to the LWDA dated September 3, 2021 and March 9, 2023, such letters, the “PAGA Notices”):
10 (a) failure to pay all overtime wages owed; (b) failure to provide meal periods, or premium pay for
11 non-compliant meal periods; (c) failure to authorize and permit rest periods, or provide premium pay
12 for non-compliant rest periods; (d) failure to issue accurate, itemized wage statements; and (e) failure
13 to timely pay all wages due upon separation of employment (collectively, the “PAGA Released
14 Claim”) that arose during the PAGA Period. The time period for the PAGA Release against the
15 Released Parties shall be the same time period as the PAGA Period.

16 20. Plaintiff, as of the Effective Date of the Releases, makes the additional following
17 general release of all claims, known or unknown. Plaintiff and her respective former and present
18 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
19 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
20 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
21 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all claims,
22 demands, rights, liabilities, and causes of action under PAGA that were, or reasonably could have
23 been, alleged based on facts contained in the Operative Complaint in this Action and/or Plaintiff’s
24 PAGA Notices (“Plaintiff’s Release.”). Plaintiff acknowledges that Plaintiff may discover facts or law
25 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
26 agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiff’s discovery of them. With respect to this
28

1 general release, Plaintiff stipulates and agrees that, upon the Effective Date of the Releases, Plaintiff
2 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
3 California Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing party does not know
5 or suspect to exist in his or her favor at the time of executing the release and that, if known by
6 him or her, would have materially affected his or her settlement with the debtor or released
7 party.

8 21. The releases identified herein shall become effective on the date on which Defendant
9 fully funds the Gross Settlement Amount and the employer's share of payroll taxes (the "Effective
10 Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall
11 be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the
12 Released Class Claims.

13 22. This document shall constitute a final judgment pursuant to California Rule of Court
14 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
15 hearing, the court must make and enter judgment. The judgment must include a provision for the
16 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
17 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
18 Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction
19 to enforce the Settlement, the Final Approval Order, and this Judgment.

20 23. The Settlement Class members were provided notice that the Final Judgment would be
21 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
22 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the
23 Settlement Administrator's website at: (Sanchez-de-segura-v-kelcourt-plastics.phoenixcases.com).

24 //

25 //

26 //

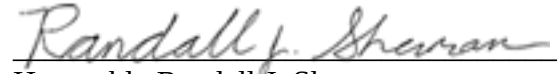
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2 24. The Settlement Administrator shall file a declaration regarding the disbursement of
3 Settlement funds on or before **January 31, 2025** and the compliance hearing shall be set for
4 **February 21 7, 2025 at 10:00 a.m.**

5 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

6
7 Dated: **May 17, 2024**


Honorable Randall J. Sherman
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On May 17, 2024, I served the foregoing document(s) described as: **NOTICE OF RULING ON THE LWDA RE PLAINTIFF'S FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA-CM-843462-21.

[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 May 17, 2024, at El Segundo, California.



Marilyn Ajanel