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FILED
Superior Court of California
County of Los Angeles
01/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Bailey Deputy

Attorneys for Plaintiff RICHARD POSTON
individually and on behalf of all other Aggrieved Employees

Additional Counsel listed on signature page.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RICHARD POSTON, individually and
on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

AUSTIN BUILDING AND DESIGN,
INC., a Delaware Corporations, TEG
STAFFING, INC., a California
Corporation, and DOES 1 through 50,
inclusive

Defendants

Case No.: 22AVCV00056

*[Assigned for all purposes to Honorable
Michael C. Kelley, Dept. A15]*

**STIPULATION AND ~~PROPOSED~~ ORDER
GRANTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT
AND ENTERING JUDGMENT THEREON**

*[FILED CONCURRENTLY WITH DECLARATION OF
HAIG B. KAZANDJIAN IN SUPPORT THEREOF]*

Complaint Filed: January 24, 2022
Trial Date: February 2, 2024

WHEREAS, "Action" refers to the civil action filed by Plaintiff Richard Poston ("Plaintiff"), initially filed on January 24, 2022, entitled Richard Poston v. Austin Building and Design, Inc., et al. ("Defendants"); and DOES 1 through 50, inclusive, in the Superior Court of the State of California for The County of Los Angeles, Case No. 22AVCV00056.

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WHEREAS, the Action is a representative action under the Private Attorneys General Act (the “PAGA”);

WHEREAS, Plaintiff and Defendants (collectively “the Parties”) recognize that, in accordance with Labor Code Section 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative basis;

WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of a settlement through a motion for preliminary or final approval. See also *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“[A] PAGA suit is fundamentally different than a class action” in that “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”);

WHEREAS, the Parties seek to obtain the Court’s approval of the PAGA Settlement and Release Agreement (“PAGA Settlement Agreement”) and resolve this matter in the most efficient manner possible;

WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Releasees to the Agreement. Indeed, Defendants deny and dispute each and every allegation of wrongdoing, including the allegations described herein;

WHEREAS, on November 19, 2021, Plaintiff sent the LWDA and Defendants notice of his intent to pursue a representative action against Defendants pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code § 2698 et seq., on behalf of himself and the State of California as well as on behalf of a group of allegedly aggrieved employees.

WHEREAS, after a minimum of 65 days passed without a response from the LWDA regarding the PAGA Notice, on January 24, 2022, Plaintiff commenced a representative action under the PAGA for alleged Labor Code violations (as further explained herein) on behalf of himself and other allegedly aggrieved employees.

WHEREAS, Plaintiff's Complaint (the "Complaint") alleged the following claims for PAGA penalties: failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and 1198 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Labor Code section 1198 and California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802; employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

WHEREAS, after the case was at issue, the Parties engaged in informal discovery and began to engage in informal arms length settlement discussions. Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that the number of allegedly Aggrieved Employees, which is defined as all current and former non-exempt hourly employees who were employed by Defendants and who worked at Austin in the State of California during the PAGA Period, i.e., from November 19, 2020 through April 10, 2023 (the "PAGA Period"), was approximately 31, and the Parties agreed to participate in mediation. The Parties engaged in informal discovery for mediation purposes, and Plaintiff reviewed time and

wage records and relevant policies that applied to Defendants' employees.

WHEREAS, Defendants deny that they have engaged in any unlawful activity, or that they have failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in the Action;

WHEREAS, the Parties engaged in a full day of mediation on February 9, 2023, with a respected wage and hour mediator, Michael D. Young. After lengthy negotiations during which Plaintiff, represented by his counsel, and Defendants, represented by their counsel, recognized the risks and burdens of continuing with the litigation, the Parties agreed to settle the Action on the terms set out in the Settlement Agreement.

WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive investigation including participating in extensive informal discovery, the information exchanged included, but was not limited to, information and documents, including, inter alia: (1) Plaintiff's employment records; (2) Austin's relevant wage and hour policy documents and employee handbooks in effect during the PAGA Period; (3) time and payroll records for all of Austin's direct hires; (4) PAGA (and wage statement penalty) group data points, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period (November 19, 2020) and the date of mediation (February 9, 2023), total numbers of Austin's allegedly Aggrieved Employees and approximate total numbers of workweeks worked, pay periods, and wage statements issued, as well as average hourly pay rates. Plaintiff received from TEG similar documents and information for the employees it staffed at Austin during the PAGA period. At mediation, the parties reached an agreement to settle in light of all known facts and circumstances-including Plaintiff's and Plaintiff's Counsel's recognition of the expense and length of continued proceedings necessary to litigate the case through trial and through any possible appeals. Plaintiff also considered the uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in such litigation.

WHEREAS, Plaintiff and Plaintiff's Counsel also considered the burdens of proof necessary to establish liability of the claims asserted in the case, both generally and in response to Defendants' defenses, including but not limited to manageability issues due to the different

1 job titles and duties of allegedly aggrieved employees, and the difficulties in establishing
2 penalties, and other relief sought in the case, particularly where, as here, Plaintiff may face
3 difficulty obtaining the cooperation of PAGA Members who are current employees, given their
4 likely reluctance to aid in the prosecution of a lawsuit against their employer. Plaintiff also
5 considered the existence of the arbitration agreement and the argument Defendants did not
6 employ Plaintiff. Based on the foregoing, Plaintiff and Plaintiff's Counsel determined that the
7 Settlement set forth in the Agreement is fair, adequate, and reasonable and is in the best interests
8 of the State of California and of the PAGA Members.

9 WHEREAS, Plaintiff now seeks approval of the PAGA Settlement Agreement, which
10 involves 31 allegedly aggrieved employees during the PAGA representative period, which
11 initiated on November 19, 2020, and extends through April 10, 2023;

12 WHEREAS, the Parties have documented the settlement of the Action in the PAGA
13 Settlement Agreement, which is attached to the Declaration of Haig B. Kazandjian ("Kazandjian
14 Decl."), filed herewith, as **Exhibit 1**.

15 WHEREAS, upon the entry of the final judgment in this case, all allegedly Aggrieved
16 Employees are deemed to release, on behalf of themselves and their respective former and
17 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
18 Defendants Austin Building and Design, Inc., and TEG Staffing, Inc. dba Eastridge Workforce
19 Solutions and dba Eastridge Workforce Recruitment, and each of their former, present, and
20 future owners, parents, affiliated or related companies and subsidiaries, and all of their current,
21 former, and future officers, directors, members, managers, employees, consultants, partners,
22 shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, attorneys,
23 insurers, reinsurers, and/or legal representatives ("the Released Parties") from all claims for
24 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
25 stated in the Operative Complaint and the PAGA Notice, for civil penalties pursuant to PAGA
26 for alleged underlying California Labor Code violations including, but not limited to: (1) failure
27 to provide employment records (Cal. Lab. Code §§ 226, 432, and 1198.5); (2) failure to pay
28 overtime wages (Cal. Lab. Code §§ 510, 515 and 1198 and the applicable Wage Orders); (3)

failure to provide meal periods and rest periods (Cal. Lab. Code §§ 226.7 and 512(a) and the applicable Wage Orders); (4) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197, and 1197.1); (5) failure to furnish accurate itemized wage statements (Cal. Lab. Code §§ 226(a), 1174(d), and 1198 and the applicable Wage Orders); (6) failure to pay reporting time wages (California Code of Regulations 11050(5)(A)); (7) failure to pay split shift wages (Cal. Lab. Code § 1198; California Code of Regulations 11050(4)(C)); (8) waiting time penalties; (9) failure to timely pay wages during employment and upon discharge (Cal. Lab. Code §§ 201, 202, 203, 204, and 206); (10) failure to reimburse business-related expenses (Cal. Lab. Code §§ 2800 and 2802); (11) failure to maintain employment records (Cal. Lab. Code § 1174.5); (12) failure to pay all wages or otherwise causing violations of the Labor Code (Cal. Lab. Code §§ 558 and 558.1); (13) misclassifying an employee as an independent contractor (Cal. Lab. Code §§ 226.8 and 2753; and (14) failure to provide sick pay (Cal. Lab. Code § 246) for the time period beginning on November 19, 2020 through April 10, 2023.

WHEREAS, upon the entry of the final judgment in this case, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, for civil penalties pursuant to PAGA for: (1) failure to provide employment records (Cal. Lab. Code §§ 226, 432, and 1198.5); (2) failure to pay overtime wages (Cal. Lab. Code §§ 510, 515 and 1198 and the applicable Wage Orders); (3) failure to provide meal periods and rest periods (Cal. Lab. Code §§ 226.7 and 512(a) and the applicable Wage Orders); (4) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197, and 1197.1); (5) failure to furnish accurate itemized wage statements (Cal. Lab. Code §§ 226(a), 1174(d), and 1198 and the applicable Wage Orders); (6) failure to pay reporting time wages (California Code of Regulations 11050(5)(A)); (7) failure to pay split shift wages (Cal. Lab. Code § 1198; California Code of Regulations 11050(4)(C)); (8) waiting time penalties; (9) failure to timely pay wages during employment and upon discharge (Cal. Lab. Code §§ 201, 202, 203, 204, and 206);

(10) failure to reimburse business-related expenses (Cal. Lab. Code §§ 2800 and 2802); (11) failure to maintain employment records (Cal. Lab. Code § 1174.5); (12) failure to pay all wages or otherwise causing violations of the Labor Code (Cal. Lab. Code §§ 558 and 558.1); (13) misclassifying an employee as an independent contractor (Cal. Lab. Code §§ 226.8 and 2753; and (14) failure to provide sick pay (Cal. Lab. Code § 246) ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

WHEREAS, counsel for all Parties conducted a thorough investigation of both the factual and legal issues affecting the strengths and weaknesses of Plaintiff's claims and potential recovery. Defendants produced information about, among other things, the number of potentially Aggrieved Employees (31), the number of pay periods at issue (759), time and pay records and relevant policies. The Parties also had substantial discussions regarding the core factual and legal issues of the case. This allowed the Parties to reach a reasoned and informed resolution of this matter.

WHEREAS, based on their own independent investigations and evaluations, Plaintiff and his counsel are of the opinion that the settlement for the consideration and on the terms set forth in the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best interests of the Plaintiff, the allegedly Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the State of California, and that the settlement for each allegedly Aggrieved Employee is fair, reasonable and adequate, given the inherent risk of litigation.

WHEREAS, Plaintiff and his counsel recognize the risks inherent in PAGA actions,

including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision (e)(2) a trial court may exercise its discretion to award lesser penalties based on the enumerated considerations.") (emphasis in original) (internal quotation marks and citations omitted). Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of [the] case." *Id.* Courts routinely exercise this discretion in the rare PAGA cases that proceed to trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of \$500,000.00 instead of maximum recovery of \$2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of \$500,000.00 instead of maximum recovery of \$1.8 million).

WHEREAS, Plaintiff provided notice of the proposed settlement to the LWDA as required by PAGA. See **Exhibit 4** to the Kazandjian Decl. which contains a true and correct copy of the confirmation that Plaintiff submitted the proposed PAGA Settlement Agreement to the LWDA.

WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and agreed upon a Proposed Final Judgment filed concurrently herewith.

IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS FOLLOWS:

The Parties stipulate and jointly propose that the Court approve the fully executed PAGA Settlement Agreement, which includes the following key terms:

A. As consideration for the settlement described herein and the release contained in the PAGA Settlement Agreement, Defendants agree to make a payment of \$75,708.33 (with Austin paying \$50,000.00, and TEG paying \$25,708.33) (the "Gross Settlement Amount") based on 759 Pay Periods. The PAGA Gross Settlement Amount shall include all individual settlement payments to allegedly Aggrieved Employees, payment to the LWDA, attorneys' fees and costs awarded to Plaintiff's Counsel, Plaintiff Richard Poston's general release and incentive award,

1 and Administration Costs. No portion of the PAGA Gross Settlement Amount will revert to
2 Defendants.

3 B. The Gross Settlement Amount will be allocated as follows: (a) Plaintiff's
4 Counsel's attorneys' fees up to the requested amount of 1/3 of the Gross Settlement Amount of
5 \$75,708.33, which amounts to \$25,233.00; (b) Plaintiff's Counsel's request for reimbursement of
6 litigation costs in the amount incurred of up to \$1,000.00; (c) TEG's payment to reimburse
7 Plaintiff's Counsel's mediation costs of \$5,708.33; (d) Plaintiff's General Release and Incentive
8 Award in the amount of up to \$12,500.00; (e) PAGA Settlement Administration costs of actual
9 costs of \$4,000.00 (\$1,000 less than the amount allocated in the agreement based on the quote
10 received from the Administrator) to be paid to the Settlement Administrator; and (f) the
11 remainder of the Gross Settlement Amount after deducting the items (a) through (e) herein shall
12 be designated as the PAGA Penalty Fund, which is estimated to be \$27,267.00 and will be
13 allocated between the LWDA and the allegedly Aggrieved Employees pursuant to Labor Code
14 section 2699(i) with seventy-five percent (75%) paid to the LWDA (\$20,450.25) and twenty-five
15 percent (25%) paid to the allegedly Aggrieved Employees (PAGA Members) (\$6,816.75) on a
16 pro-rata basis, which is further explained below. Each PAGA Member's pro-rata share of the
17 PAGA Penalty Fund represents their Individual Settlement Payment.

18 C. Individual Settlement Calculation. Plaintiff and the allegedly Aggrieved
19 Employees shall receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalty
20 Fund allocated to allegedly Aggrieved Employees (estimated to be \$6,816.75). Plaintiff and each
21 allegedly Aggrieved Employee's Individual Settlement Payment shall be determined by
22 multiplying this 25 percent of the PAGA Penalty Fund allocated to allegedly Aggrieved
23 Employees by the ratio of (a) the number of Eligible Pay Periods worked by that employee to (b)
24 the total number of Eligible Pay Periods worked by all allegedly Aggrieved Employees
25 (including Plaintiff). All Individual Settlement Payments made to allegedly Aggrieved
26 Employees will be reported on an IRS Form 1099.

27 D. The "Effective Date" will be date by when both of the following have occurred:
28 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the

Judgment is final and is no longer appealable. The Judgment is final as of the day the Court enters Judgment. The Judgment is final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.

E. Subject to the Court approval of this Settlement, the payment of the Settlement amounts shall be disbursed as follows:

- No later than fifteen (15) days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet from each Defendant.
- Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments to the allegedly Aggrieved Employees, the LWDA PAGA Payment to the LWDA, and mail the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, any general release and incentive award for Plaintiff, and the Mediation Reimbursement Expense Payment to Plaintiff's Counsel. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- The Administrator will issue checks for the Individual PAGA Payments and send them to the allegedly Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not

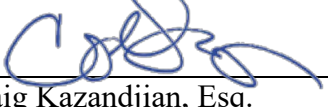
1 cashed by the void date. Before mailing any checks, the Settlement Administrator must
2 update the recipients' mailing addresses using the National Change of Address Database.

- 3 • The Administrator must conduct an address search for all allegedly Aggrieved
4 Employees whose checks are returned undelivered without USPS forwarding address.
5 Within 7 days of receiving a returned check the Administrator must re-mail checks to the
6 USPS forwarding address provided or to an address ascertained through the prior address
7 search. The Administrator need not take further steps to deliver checks to allegedly
8 Aggrieved Employees whose re-mailed checks are returned as undelivered. The
9 Administrator shall promptly send a replacement check to any allegedly Aggrieved
10 Employee whose original check was lost or misplaced, if requested by the allegedly
11 Aggrieved Employee prior to the void date.
- 12 • For any allegedly Aggrieved Employee whose Individual Settlement Payment check is
13 uncashed and cancelled after the void date, the Administrator shall transmit the funds
14 represented by such checks to the California Controller's Unclaimed Property Fund in the
15 name of the allegedly Aggrieved Employee.

16 If there is a conflict between the language of this Stipulation and the language of the
17 PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the
18 PAGA Settlement Agreement shall control.

19
20 Dated: August 22, 2023

HAIG B. KAZANDJIAN LAWYERS, APC

21 By: 

Haig Kazandjian, Esq.

Cathy Gonzalez, Esq.

*Attorneys for PLAINTIFF Richard Poston and
all other Aggrieved Employees*

22
23
24 Dated: August 22, 2023

LITTLER MENDELSON P.C.

25
26 By: 

Stacey E. James, Esq.

Shahram Samie, Esq.

Attorneys for Defendant TEG Staffing, Inc.

Dated: August 22, 2023

O'HAGAN MEYER LLP



By:

Katherine C. Den Bleyker, Esq.
Tatyana Esmailian, Esq.
*Attorneys for Defendant Austin Building and
Design, Inc.*

~~PROPOSED~~ ORDER AND JUDGMENT

The Court, having reviewed the Parties' Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the concurrently-filed Kazandjian Declaration, together with the Stipulation of the Parties and the Declaration of Haig B. Kazandjian and exhibits attached thereto, hereby ORDERS AND ADJUDGES:

1. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the penalties to be paid to the PAGA Claims Members and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator, based on the terms of the Settlement.

3. Upon entry of this Order and Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. Judgment is hereby entered in accordance with the Settlement Agreement and this Court shall retain continuing jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement, in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6 and other applicable law.

IT IS SO ORDERED.

Dated: 01/05/2024



A handwritten signature in black ink, appearing to read "Daniel L. Alexander".

Daniel L. Alexander / Judge

~~Honorable Michael C. Kelley~~

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

RICHARD POSTON v. AUSTIN BUILDING AND DESIGN, INC., ET AL.
22AVCV00056

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Ingrid Cortez, 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 801 North Brand Blvd., Suite 970, Glendale, California 91203. My electronic service address is ingrid@hbklawyers.com.

On September 1, 2023, I served the following: **STIPULATION AND [PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON**, 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:

Stacey E. James, Esq
LITTLER MENDELSON P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Shahram Samie, Esq.
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Attorneys for Defendant **TEG STAFFING, INC.**

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Attorneys for **AUSTIN BUILDING AND DESIGN, INC.**

(X) **BY ELECTRONIC 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 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 1, 2023 at Glendale, California.


Ingrid Cortez
Declarant