

Sarkis Sirmabekian [SBN 278588]
SIRMABEKIAN LAW FIRM, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, California, 90010
Telephone: 818.473.5003
Facsimile: 818.476.5619
E-mail: contact@slawla.com

Attorney for Plaintiff,
MARIO GUZMAN

Michael T. Karikomi, Esq. [SBN 264488]
KATCHKO, VITIELLO & KARIKOMI, PC
11835 W. Olympic Blvd., Suite 860E
Los Angeles, California 90064
Telephone: (310) 943-9587
Facsimile: (424) 204-0401
Email: mkarikomi@kvklawyers.com

Attorney for Defendants,
YELLOW DREAM FARM INC,
TYLER GARBER AND JEFFREY GARBER

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

MARIO GUZMAN, an individual;

Plaintiff,

v.

YELLOW DREAM FARM INC, a California
Corporation; TYLER GARBER, an individual;
JEFFREY GARBER, an individual; and DOES 1
through 100, inclusive;

Defendants.

CASE NO.: 22STCV07874

Assigned to: *Michael L. Stern; Department
62*

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

Complaint Filed: March 3, 2022
Trial Date: February 27, 2023

Plaintiff MARIO GUZMAN ("Plaintiff") and Defendants YELLOW DREAM FARM INC,
TYLER GARBER and JEFFREY GARBER ("Defendants") (collectively, "the Parties"), by and
through their respective counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about December 21, 2021, Plaintiff, by and through Plaintiff’s counsel,
2 sent a notice to the California Labor Workforce Development Agency (“LWDA”) (the “PAGA
3 Notice”) alleging that Defendants engaged in violations of the California Labor Code and California
4 Wage Orders, seeking civil penalties pursuant to the California Labor Code Private Attorneys’ General
5 Act (“PAGA”);

6 **WHEREAS**, on or about March 3, 2022, Plaintiff filed a Complaint in the California Superior
7 Court for the County of Los Angeles entitled Mario Guzman Vs Yellow Dream Farm Inc., et al. (the
8 “Action”) alleging individual employment claims and a PAGA claim asserting that Defendants: (1)
9 Violation of the Private Attorneys General Act of 2004; (2) Failure to Pay Minimum Wage; (3) Failure
10 to Compensate for All Hours Worked; (4) Failure to Pay Overtime Compensation; (5) Failure to Pay
11 Meal Period Compensation; (6) Failure to Pay Rest Period Compensation; (7) Failure to Furnish
12 Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory
13 Penalties; (10) Failure to Indemnify and Illegal Deductions from Wages; (11) Disability
14 Discrimination; (12) FEHA – Failure to Accommodate; (13) FEHA – Failure to Engage in the
15 Interactive Process; (14) Wrongful Termination; (15) Retaliation; and (16) Unfair Competition.

16 **WHEREAS**, defendants deny the validity of Plaintiff’s claims in the Action and further deny
17 that the Action is appropriate for representative action treatment for any purpose other than this
18 settlement;

19 **WHEREAS**, a settlement has been reached in the Action in the total gross amount of One
20 Hundred Thirty Thousand Dollars and Zero Cents (\$130,000) (the “Settlement”);

21 **WHEREAS**, the Parties want to resolve and settle the dispute that has arisen between them,
22 as well as any other claims, asserted or not asserted, that either party may have against the other arising
23 out of facts or events, known or unknown, occurring up to and including the date of execution of this
24 Agreement;

25 This Agreement represents a compromise and settlement for various matters and that the
26 promises and payments and consideration of this Agreement shall not be construed to be an admission
27 of any liability by Released Parties. Plaintiff further agrees that this Agreement cannot be used as
28 evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal

1 proceeding (other than to seek Court approval of this Agreement, enforce the terms of this Agreement
2 or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or
3 responsibility to Plaintiff whatsoever.

4 In exchange for the releases set forth in this Settlement Agreement, Defendants have agreed to
5 pay collectively a common fund of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000)
6 (the "Settlement Sum") in full and complete settlement of this matter, as follows:

7 a. The Parties agree that up to \$78,000 of the Settlement Sum will be allocated to
8 Plaintiff's individual claims.

9 b. The Parties agree that up to \$52,000 of the Settlement Sum will be allocated to
10 Plaintiff's claims under the Private Attorneys General Act. Subject to Court approval of this
11 Agreement, Defendants shall pay a gross amount of Fifty Two Thousand Dollars and Zero Cents
12 (\$52,000) (the "PAGA Settlement Sum") to PAGA Collective Members, within thirty (30) calendar
13 days after the Court grants approval of this Agreement, subject to the following terms and conditions:

14 i. The Parties agree that of the PAGA Settlement Sum, Five Hundred
15 Dollars and Zero Cents (\$500) will be designated to the named Plaintiff, without deductions, as an
16 enhancement award to Plaintiff in addition to any amount he may be entitled to under the distribution
17 formula as identified below for his time, effort, expense, and risks associated with being the named
18 representative, a broader, general waiver of his rights, and participating in the Action as PAGA
19 representative. This payment will be reported as 1099 income. Defendants will not oppose any such
20 application for an enhancement award described herein so long as it is consistent with the amount
21 herein. This amount shall come from, and shall not be in addition to, the PAGA Settlement Sum.
22 Plaintiff acknowledges his responsibility for any and all taxes for these sums;

23 ii. The Parties agree that a reasonable and mutually agreed upon amount
24 of the PAGA Settlement Sum will be for the payment of settlement administration fees of a third-party
25 administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the
26 PAGA Settlement Sum;

27 iii. The Parties agree that up to one third (1/3) of the PAGA Settlement Sum
28 (i.e.\$17,333.33) will be allocated to the payment of attorneys' fees incurred in the Action. Defendants

1 will not oppose any request for attorneys' fees so long as it does not exceed this threshold. Plaintiff
2 will also be entitled to the actual litigation costs from the PAGA Settlement Sum as approved by the
3 Court in an amount not to exceed Two Thousand Six Hundred Dollars and Zero Cents (\$2,600.00),
4 and reasonable administration costs. These amounts shall come from, and shall not be in addition to,
5 the PAGA Settlement Sum;

6 iv. The Parties agree that Plaintiff and the PAGA Collective Members shall
7 be responsible for any and all tax obligations associated with any payments they receive as part of the
8 PAGA Settlement Sum;

9 v. Plaintiff will be responsible for his own fees and costs from the
10 individual agreement per private agreement between Plaintiff and his counsel.

11 vi. PAGA costs not to exceed \$2,600.00. Plus reasonable administration
12 fees.

13 vii. Gross settlement will not increase unless the total PAGA settlement
14 group exceeds 222 by more than 10% (23 employees).

15 viii. There shall be a Net Settlement Sum that is distributed to PAGA
16 Collective Members in accordance with the allocations set forth in below. The Net Settlement Sum
17 shall consist of the Settlement Sum less the amounts identified above (attorneys' fees and costs, costs
18 of administration, and representative enhancement award). All PAGA Collective Members will
19 receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks
20 they worked. Specifically, the final settlement payments will be determined by the Administrator by
21 taking the number of workweeks each individual PAGA Collective Member worked during the PAGA
22 Period and dividing that by the total number of workweeks all PAGA Collective Members worked
23 during the PAGA Period and multiplying that fraction by the Net Settlement Sum;

24 ix. The Parties agree that the entire Net Settlement Sum will be allocated
25 to Plaintiff's claims under the Private Attorneys General Act ("PAGA") and will be distributed in
26 accordance with the percentages identified within the Act, (i.e. twenty-five percent (25%) will be
27 distributed to the PAGA Collective and seventy-five percent (75%) will be distributed to the California
28

1 Labor and Workforce Development Agency (“LWDA”). These amounts shall come from, and shall
2 not be in addition to, the PAGA Settlement Sum; and

3 x. Within thirty (30) calendar days after the Court grants Approval of this
4 Agreement, Defendants shall deposit the PAGA Settlement Sum (\$52,000) in a QSF account
5 established by the Administrator. For purposes of counting the thirty (30) day deadline established by
6 this section, court approval may be by way of minute order, order from the bench, or by signing a
7 submitted final approval order, whichever is earlier. The Administrator is to provide Defendants
8 advanced notice within seven (7) calendar days after the Court grants final approval of this Agreement
9 regarding the total monies Defendants must deposit.

10 **WHEREAS**, in exchange for the mutual promises and consideration set forth in this
11 Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is
12 understood and agreed to as follows:

13 a. “Released Parties” as referenced herein and as released in the Agreement shall
14 collectively mean Defendants and each of Defendants’ respective past, present and future parent
15 companies, subsidiaries, affiliates, principals and any other person, corporation, association or
16 partnership responsible or potentially responsible for any claims made or that could have been made
17 in the Action, and the past, present and future shareholders, directors, officers, agents, employees,
18 attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

19 b. Plaintiff Mario Guzman, on behalf of himself and his heirs, successors, assigns,
20 attorneys and agents, hereby releases and forever discharges the Released Parties from any and all
21 claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens
22 acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity,
23 whether known or unknown, matured or unmatured, suspected or unsuspected, which they ever had,
24 now have, or may have in the future including, but not limited to, any claims for failure to pay wages,
25 failure to pay straight time wages, failure to pay minimum wages, failure to pay overtime wages,
26 failure to pay meal period wages, failure to pay rest break wages, failure to provide meal periods,
27 failure to provide rest breaks, failure to provide accurate wage statements, failure to pay wages upon
28 separation, failure to reimburse business expenses, violations of the California Private Attorneys

1 General Act, violations of California Labor Code §§202-203, 204, 226, 226.3, 226.7, 210, 512,
2 558,1174,1174.5, 1197, 2698, et seq., 2699, 2800, 2802, 2810.5, California Business and Professions
3 Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties,
4 premium pay, and liquidated damages related thereto.

5 c. As a condition of participating in this settlement, all PAGA Collective Members
6 hereby release and forever discharge the Released Parties from any and all claims made, or which
7 could have been made, in the Action for violation of PAGA including, but not limited to, claims based
8 on any alleged failure to pay wages, failure to pay straight time wages, failure to pay minimum wages,
9 failure to pay overtime wages, failure to pay meal period wages, failure to pay rest break wages, failure
10 to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements,
11 failure to pay wages upon separation, failure to reimburse business expenses, violations of the
12 California Private Attorneys General Act, violations of California Labor Code §§202-203, 204, 226,
13 226.3, 226.7, 210, 512, 558,1174,1174.5, 1197, 2698, et seq., 2699, 2800, 2802, 2810.5, California
14 Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil
15 penalties, statutory penalties, premium pay, and liquidated damages related thereto. (the "Released
16 Claims"). The release shall not extend to any claims outside of the PAGA Period.

17 **WHEREAS**, Plaintiff agrees that all rights under section 1542 of the Civil Code of the State
18 of California are hereby waived as to the individuals or other claims he may have against Defendants.
19 Section 1542 has been explained to Plaintiff by his counsel and provides as follows:

20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
21 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
22 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
23 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

24 **WHEREAS**, Plaintiff will prepare and file a stipulation, or motion, if necessary, with the Court
25 requesting Approval of the PAGA settlement within thirty (30) days this Agreement is executed by
26 the Parties. Defendants agree to cooperate with Plaintiff in these efforts so that the motion seeking
27 Approval is filed in a timely manner.
28

1 **WHEREAS**, the Parties agree that Phoenix Settlement Administrators will serve as the
2 “Settlement Administrator” for all purposes. In addition, and subject to Court approval, timelines, and
3 methods related to the administration of this Agreement shall be as follows:

4 a. For purposes of this Agreement, PAGA Collective Members are defined as:
5 “All employees of Defendant YELLOW DREAM FARM INC., in California, at any time during the
6 PAGA PERIOD in the State of California between December 28, 2020 and the date the Court in the
7 Action grants Approval of this settlement.”

8 b. Each PAGA Collective Member will receive a portion of the Net Settlement
9 Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by
10 all PAGA Collective Members during the applicable period. The Administrator shall mail and
11 distribute to all PAGA Collective Members a notice of this settlement, in English, informing them of
12 the basic information regarding its terms. The share of the Net Settlement Sum for each PAGA
13 Collective Member will be determined as follows: 1) A Total Value Per Workweek will be derived by
14 dividing the Net Settlement Sum by the total number of weeks that all PAGA Collective Members
15 worked within the PAGA Period (i.e. any week in which a PAGA Collective Member worked at least
16 one (1) day); and 2) each PAGA Collective Member will have their respective number of workweeks
17 multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement
18 Sum.

19 c. One Hundred percent (100%) of the payment of the Net Settlement Sum to
20 eligible PAGA Collective Members will consist of 1099 income representing payment for statutory
21 and civil penalties.

22 d. Within seven (7) calendar days after the date that the Court grants Approval of
23 this Agreement, Defendants shall provide a list of all PAGA Collective Members and all necessary
24 information to the Administrator to locate PAGA Collective Members, process payments, and process
25 claims for payments, including, but not limited to, PAGA Collective Member workweeks or dates of
26 employment, last known addresses, social security numbers, and any other information required to
27 effectuate the Agreement.

1 e. The PAGA Collective list, and any other data provided by Defendants to the
2 Administrator, shall be treated as confidential and not subject to disclosure by the Administrator except
3 (a) relevant information may be provided to PAGA Counsel to the extent necessary to address a
4 disputed claim or to respond to a specific inquiry from a PAGA Collective Member, or to any third
5 party; (b) to allow Defendants and Plaintiff's counsel to review and confirm the calculation of PAGA
6 Collective Members' estimated share of the settlement is accurate and based on the correct
7 information; and (c) as is otherwise necessary for the Administrator to perform its obligations
8 described in this Agreement. Further, the Administrator and Plaintiff's counsel shall use commercially
9 reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or
10 unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall
11 destroy the data (and all copies of it) in a complete and secure manner when such data is no longer
12 required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other
13 communications to PAGA Collective Members shall not include the PAGA Collective Members'
14 Social Security Number, except for the last four digits.

15 f. Within fourteen (14) calendar days from the date the Court approves this
16 Agreement, the Administrator will provide the Parties the spreadsheet showing the Administrator's
17 calculations for anticipated payments to PAGA Collective Members and the allocation of workweeks
18 to PAGA Collective Members. The Administrator may redact any identifying information and instead
19 use an employee number to differentiate (except as to the named Plaintiff to the Action) in order to
20 protect PAGA Collective Members' confidential information. This will allow Plaintiff and Defendants
21 the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt
22 and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

23 g. Within twenty-one (21) calendar days from the date the Court approves this
24 Agreement, the Administrator will perform an NCOA check for PAGA Collective Members' most
25 current addresses based on the information provided by Defendants and will mail the Court approved
26 notices and disbursement forms to the PAGA Collective Members. For any notices and claim forms
27 returned as undeliverable or notifying the Administrator that the PAGA Collective Member is no
28 longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the

1 notice and claim form within three (3) business days of receiving information that the mailing was
2 undeliverable or the PAGA Collective Member was no longer at the address to the new address found
3 in under the skip-trace.

4 h. Within one hundred eighty (180) calendar days after the Administrator mails
5 PAGA Collective Members their pro-rata share of the Net Settlement Sum, any unclaimed funds,
6 including funds from uncashed settlement checks will be paid out in accordance with California Code
7 of Civil Procedure section 384(b) to the Voluntary Legal Services Program – Employment Law Clinic
8 located in Sacramento, California as the *cy pres* beneficiary. No amount of the Settlement Sum will
9 revert to Defendants for any reason.

10 i. Within ten (10) calendar days after the Administrator distributes the unclaimed
11 funds as mentioned above, the Administrator shall provide the Parties a declaration outlining the
12 settlement administration process and completion of payments to those specified above.

13 j. The Parties agree the PAGA Collective Members' contact information and
14 social security numbers will be used only by the Administrator for the sole purpose of effectuating the
15 Agreement.

16 **WHEREAS**, the Parties agree to the designation of Sirmabekian Law Firm, PC as PAGA
17 Counsel for purposes of this Settlement.

18 The Parties agree to the designation of Plaintiff Mario Guzman as the PAGA representative
19 for purposes of this Settlement.

20 **WHEREAS**, it was represented to Plaintiff at the time of the execution of this Agreement that
21 there were 222 putative PAGA Collective Members as of 10/12/22. To the extent the number of PAGA
22 Collective Members increases beyond this number by more than 10%, Plaintiff shall have the option
23 to increase the total settlement amount by a proportionate amount. (If the number of employees
24 increases by 11%, the total increase to the settlement will be 11%). Plaintiff shall have a reasonable
25 time from the date the Administrator indicates an overage to inform Defendants' counsel in writing of
26 his election of this option.

27 Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own
28 respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding

1 the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement
2 Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

3 This Agreement is made and is enforceable in accordance with the provisions of Code of Civil
4 Procedure § 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to
5 effectuate the terms of this Agreement and the entry of judgment in this Action. This Agreement shall
6 be incorporated by reference into any Court order granting Approval thereof such that the Court shall
7 thereafter retain the jurisdiction to enforce its terms.

8 **WHEREAS**, this Agreement may be executed in one or more counterparts and each
9 counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of
10 any such signed counterparts may be used in lieu of the original for any said purpose.

11 **WHEREAS**, Plaintiff represents and agrees that he has not and will not issue any press release,
12 publication, or otherwise disclose this Agreement to other people, the press, media, websites, or any
13 service which reports verdicts.

14 **WHEREAS**, Plaintiff represents and warrants that all legal expenses, bills, costs or
15 contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation
16 to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills,
17 costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring
18 party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

19 It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity
20 with an interest in Plaintiff's claims with respect to payment of the Settlement Sum shall not recover,
21 directly or indirectly, any sums from the Released Parties other than the funds received pursuant to
22 this Agreement and set forth above.

23 This release in all respects has been voluntarily and knowingly executed by Plaintiff with the
24 express intention of effecting the legal consequences provided in the California Civil Code section
25 1542, that is, the extinguishment of obligations herein designated.

26 Should any part, term, or provision of this Agreement be declared or determined by any Court
27 of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality,
28 validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be

1 affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to
2 be a part of this Agreement.

3 **WHEREAS**, Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved
4 against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute
5 regarding this Agreement shall be in the Superior Court of California, County of Los Angeles.

6 Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared
7 void or unenforceable, such portion shall be considered independent and severable from the remainder,
8 the validity of which shall remain unaffected.

9 **WHEREAS**, this Agreement sets forth the entire understanding between the Parties and
10 supersedes any and all prior agreements, oral or written, pertaining to the Action. This Agreement may
11 not be modified or amended except in writing, signed by all Parties. Each party acknowledges that
12 there is no representation, inducement, promise or agreement which has been made, orally or
13 otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not
14 expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
15 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

16 **WHEREAS**, this Agreement and all associated exhibits or attachments are made for the sole
17 purpose of settling the Action. This Agreement and the settlement it evidences are made in
18 compromise of disputed claims. Because Plaintiff's claims in the Action include representative claims
19 under PAGA, this Agreement must receive approval by the Court. Accordingly, the Parties enter into
20 this Agreement and associated settlement on a conditional basis. If the Court does not enter an order
21 granting final approval of the Agreement, this Agreement shall be deemed null and void; it shall be of
22 no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
23 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
24 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules
25 of evidence that may be applicable.

26 Provided that the Court's order approving the parties' settlement of the Action and
27 accompanying Judgment is consistent with the terms and conditions of this Agreement, the parties
28 hereby waive any and all rights to appeal in connection with any issue in the Order Approving

1 Settlement including, but not limited to, all rights to any post-judgment proceeding and/or appellate
2 proceeding, such as a motion to vacate or set aside judgment, a motion for new trial, and any
3 extraordinary writ, and the Order Approving Settlement will become final and non-appealable at the
4 time it is entered.

5 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
6 set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

7
8 DATED: January 13, 2023

KATCHKO, VITIELLO & KARIKOMI, PC

9
10
11 By: 

12 MICHAEL T. KARIKOMI
13 Attorney for Defendants
14

15 DATED: January 17, 2023

SIRMABEKIAN LAW FIRM PC

16
17
18 By: 

19 SARKIS SIRMABEKIAN
20 Attorney for Plaintiff
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PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X,___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: January 17, 2023
At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

SERVICE LIST

Michael T. Karikomi, Esq. [SBN 264488]
Tiffany Gruenberg, Esq. [SBN 316441]
KATCHKO, VITIELLO & KARIKOMI, PC
11835 W. Olympic Blvd., Suite 860E
Los Angeles, California 90064
Email: mkarikomi@kvklawyers.com
Email: tiffany@kvklawyers.com
Email: kz@kvklawyers.com

Attorneys for Defendants

**Labor and Workforce Development
Agency ("LWDA")**
Department of Industrial Relations
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>