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ALBERTSONS COMPANIES, INC.,
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M. CURRY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

GLENN KNOTT, individually and on behalf
of all current and former similarly situated
employees in the State of California,

Plaintiff,

v.

Albertson Companies, Inc. a Michigan
Corporation; the Vons Companies, Inc., a
Delaware Corporation; Kevin M. Curry, an
individual; and DOES 1-50, inclusive.

Defendant.

Case No. 30-2022-01264317-CU-OE-CXC

[Assigned for all purposes to the Honorable
Glenda Sanders, Department CX-101]

**NOTICE OF ENTRY OF ORDER ON
DEFENDANTS ALBERTSONS
COMPANIES, INC., THE VONS
COMPANIES, INC., AND KEVIN M.
CURRY'S NOTICE OF MOTION AND
MOTION FOR SUMMARY
ADJUDICATION OR, IN THE
ALTERNATIVE, MOTION IN LIMINE**

Complaint Filed: June 10, 2022
Trial Date: None

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

2 **PLEASE TAKE NOTICE** that on August 16, 2024, at 9:00 a.m., the Court heard
3 Defendants Albertsons Companies, Inc., The Vons Companies, Inc., and Kevin M. Curry's Notice of
4 Motion and Motion for Summary Adjudication or, in the Alternative, Motion in Limine.
5 Appearances were as reflected on the record.

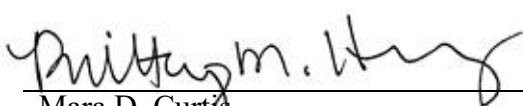
6 By Minute Order dated August 16, 2024, the Court adopted the Tentative Ruling as the final
7 ruling of the Court, and ruled is set forth in the Minute Order, which is attached hereto and incorporated
8 in full by this reference. A true and correct copy of the Court's August 16, 2024, Minute Order is
9 attached hereto as **Exhibit A**.

10 The Court also set the following dates:

- 11 1. A Status Conference is scheduled for December 17, 2024, at 8:30 a.m. in Department
12 CX101.
13 2. A joint status conference statement is to be filed on or before December 10, 2024.

14 Dated: August 20, 2024

REED SMITH LLP

15
16 By: 

17 Mara D. Curtis
18 Brittany M. Hernandez
19 Attorneys for Defendants
20 ALBERTSONS COMPANIES, INC.,
21 THE VONS COMPANIES, INC., and
22 KEVIN M. CURRY
23
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EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 08/16/2024 TIME: 09:00:00 AM DEPT: CX101

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: G. Hernandez

REPORTER/ERM: Patrick Richard Brezna-5288 CSR# 5288

BAILIFF/COURT ATTENDANT: B. Allen, None

CASE NO: **30-2022-01264317-CU-OE-CXC** CASE INIT.DATE: 06/10/2022

CASE TITLE: **Knott vs. Albertsons Companies, Inc**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74351853

EVENT TYPE: Motion for Summary Judgment and/or Adjudication

MOVING PARTY: The Vons Companies, Inc., Kevin M. Curry, Albertsons Companies, Inc

CAUSAL DOCUMENT/DATE FILED: Motion for Summary Judgment/Adjudication, 04/23/2024

EVENT ID/DOCUMENT ID: 74351854

EVENT TYPE: Status Conference

APPEARANCES

Natalie Mirzayan, from Mirzayan Law, APLC, present for Plaintiff(s) remotely.

Mara Curtis, from Reed Smith LLP, present for Defendant(s).

1. Defendants Albertsons Companies, Inc., The Vons Companies, Inc., and Kevin M. Curry's Notice of Motion and Motion for Summary Judgment or in the Alternative, Motion in Limine ROA 235

2. Status Conference

Hearing held with participants appearing remotely and in person.

Tentative Ruling posted on the Internet .

The Court hears oral argument and confirms the tentative ruling. The Court's ruling is attached hereto and incorporated herein by reference.

A Status Conference is scheduled for 12/17/2024 at 08:30 AM in Department CX101.

A joint status conference statement is to be filed on or before 12/10/2024.

The Court orders the stay on discovery lifted.

Parties waive notice.

Defendants Albertsons Companies, Inc., the Vons Companies, Inc. and Kevin M. Curry move for summary adjudication of 23 issues. Alternatively, as regards issues 12-23 for summary adjudication, Defendants move in limine for the exclusion of evidence or argument regarding the class claims of putative class members whose claims are allegedly barred by res judicata.

In addition, Plaintiff Glenn Knott seeks a continuance of the hearing under CCP § 437c(h).

The Court rules as follows:

1. The request for a continuance is DENIED.
2. The motion for summary adjudication is GRANTED as to issues 1-8 and 10-11.
3. The motion for summary adjudication is DENIED as to issues 9 and 12-23.
4. The motion in limine is DENIED.

EVIDENTIARY MATTERS

Defendants request judicial notice of exhibits 3-25 to their compendium of evidence. These are documents filed in the *McCarthy*, *Mendoza*, *Rodarte*, and *Fimbres* matters. This request is GRANTED. (Evid. Code § 452(d).)

Plaintiff has filed both objections to the request for judicial notice and a separate set of evidentiary objections to exhibits 3-25. These objections are OVERRULED. (See *Kilroy v. State of California* (2004) 119 Cal.App.4th 140, 148 (“In other words, even though a factual finding in a prior judicial decision may not establish the

truth of that fact for purposes of judicial notice, the finding itself may be a proper subject of judicial notice if it has a res judicata or collateral estoppel effect in a subsequent action.”.)

GROUND FOR RULING

I. Plaintiff’s Request for a Continuance

Plaintiff’s opposing points and authorities (ROA 254) do not mention a continuance for additional discovery under CCP § 437c(h), nor does Plaintiff submit an affidavit requesting a continuance and setting forth reasons for the request. However, his 287-page response to Defendants’ separate statement requests a continuance in boilerplate language responding to nearly every single material fact.

A request for a continuance must be supported by “affidavits submitted in opposition to a motion for summary judgment or summary adjudication.” (CCP § 437c(h).) Alternatively, the request may be made in a properly supported “ex parte motion at any time on or before the date the opposition response to the motion is due.” (*Ibid.*) To the extent that a request for a continuance to take additional discovery is made, then per CCP § 437c(h) the affidavit must state “that facts essential to justify opposition may exist but cannot, for reasons stated, be presented”

Plaintiff filed no affidavits or declarations in support of his request for a continuance. Nor did Plaintiff file an ex parte application for a continuance on or before the date his opposition was due. Indeed, even the boilerplate in his separate statement lacks the required information. Accordingly, the request for a continuance is DENIED.

II. Undisputed Factual Background

A. Introduction

Defendants' undisputed material facts are *entirely* undisputed by Plaintiff with just one exception: Defendants contend Plaintiff's "last day of work" was June 8, 2021, while Plaintiff contends his "last day of employment" was July 17, 2021. Defendants cite Muff Decl. (COE Ex. 1) ¶ 4 to support their contention. Plaintiff cites nothing to support his. A purported dispute of material fact "shall be followed by a reference to the supporting evidence." (CCP § 437c(b)(3).) Because Plaintiff cites no evidence to support his dispute, he has not effectively disputed this fact.

The remainder of Plaintiff's opposing separate statement repeatedly "denies" Defendants' material facts on the grounds that a continuance is needed. This is not a dispute of material fact, and in any event, the Court has denied a continuance. The Court therefore concludes that all of Defendants' material facts are undisputed.

As to Plaintiff specifically, it is undisputed he worked for a Vons store in Gardena from January 16, 2019 to June 8, 2021. (UMF 1-2.)

B. McCarthy/Mendoza/Rodarte

In 2020 and 2021, three employees of Defendants filed class and PAGA actions in California courts. (UMF 3-9.) In March 2023, the three cases (*McCarthy*, *Mendoza*, and *Rodarte*) were consolidated in an amended complaint filed in the *McCarthy*

action in San Bernardino County. (UMF 10.) All three plaintiffs had filed initial and amended PAGA letters with the LWDA setting forth the basis for their PAGA claims. (UMF 11-18.) The parties to the consolidated *McCarthy* action settled their class and PAGA claims. (UMF 18.)

The *McCarthy* settlement agreement defined the “Class” as “all current and former non-exempt employees of The Vons Companies, Inc. in the State of California during the Covered Period excluding employees who worked at the distribution centers and plants, drivers, pharmacists and, through August 7, 2020, non-union employees.” (COE, at p. 102, ¶ 1.b.) The class definition also excluded class members in the *Fimbres* action (discussed below). (*Ibid.*) The “Covered Period” for the Class was February 13, 2016 through April 30, 2022. (¶ 1.j.) The *McCarthy* settlement defined “PAGA Group Members” identically, including the exclusion for persons covered by *Fimbres*. (COE, at p. 107, ¶ 1.u.) The “PAGA Period” was February 13, 2019 through April 30, 2020. (¶ 1.w.)

For purposes of the class and PAGA releases, the “Released Parties” included The Vons Companies, Inc., Albertsons Companies, Inc., and “each of their respective current and former directors, officers, managers, employees,” etc. (COE, at p. 128, ¶ 77.) The Released Parties thus included all Defendants here: Albertsons Companies, Inc., The Vons Companies, Inc., and Kevin M. Curry, alleged to be Vons’ CEO.

As to the released claims, the settlement class released “all claims . . . that were alleged in the operative Complaints and any Amended Complaints in the *McCarthy* Action, the *Rodarte* Action, the *Mendoza* Action (except for the Labor Code section 2802 class claim that is being dismissed on a class basis without prejudice), and/or the Consolidated Action, and/or claims which reasonable relate to or which reasonably arise out of the same set of operative facts or theories pled therein.” (COE, at p. 127, ¶ 77.)

PAGA employees and the State released “all claims for civil Penalties under PAGA [Cal. Lab. Code §§ 2698, et seq.] based on the Labor Code violations alleged and that are based upon or arise from the factual allegations in any of Plaintiffs’ PAGA letters, amended PAGA letters and/or alleged in the operative Complaints and any Amended Complaints in the *McCarthy* Action, the *Rodarte* Action, the *Mendoza* Action, and/or the Consolidated Action.” (COE, at p. 129, ¶ 79.)

The San Bernardino County court granted final approval of the consolidated *McCarthy* settlement on November 16, 2023. (UMF 24.) Plaintiff was a member of the *McCarthy* class and PAGA groups as defined. (UMF 25.) He opted out of the class portion of the settlement. (UMF 27.) However, he did not (and legally could not) opt out of the PAGA portion of the settlement. Plaintiff was mailed a check representing his individual share of the portion of the settlement’s PAGA allocation. (UMF 29-30.)

C. *Fimbres*

In June 2020, Vons employee *Fimbres* filed her operative second amended complaint in the class and PAGA *Fimbres* action in Riverside County. (UMF 13.45.) The parties to the *Fimbres* action settled the class and PAGA claims. (UMF 13.46.)

The *Fimbres* settlement agreement defined two subclasses. The “Regular Rate Class Members” were “all current and former non-union non-exempt employees employed by Defendant in California who earned compensation in addition to their base hourly wage that is included in the regular rate of pay and worked overtime hours during the same workweek on at least one occasion during the Regular Rate Class Period” of “September 23, 2015 through August 7, 2020.” (COE, at p. 305, ¶¶ 28-29.)

Similarly, the “Wage Statement Class” was “all current and former non-exempt

employees employed by Defendant in California that were issued a wage statement by Defendant that included an FLSA adjustment line-item on their paystub on at least one occasion during the Wage Statement Class Period” of “September 23, 2018 through August 7, 2020.) COE, p. 307, at ¶¶ 39, 40.)

The agreement defined the “Released Parties” to include “Defendant” (i.e., The Vons Companies, Inc.), “and each and all of its present and former officers, directors, employees, and agents, together with its parents and affiliated companies Safeway Inc., the Albertsons Companies, LLC, Albertson’s LLC, AB Acquisition LLC, Cerberus Holdings, and Cerberus Capital Management and their officers, directors, employees and agents.” (COE, at p. 305, ¶ 26.) That is, while The Vons Companies, Inc. and Curry are “Released Parties” under the *Fimbres* agreement, Albertsons Companies, Inc. is not. (The settlement covers Albertsons Companies, LLC, which is not a party here.)

The Regular Rate Class Members released “all claims for damages and statutory penalties alleged in the Second Amended Complaint and those based upon the facts alleged therein, including claims premised upon the calculation, payment and/or documentation of the regular rate of pay and unpaid wages related thereto.” (COE, at p. 305, ¶ 30.)

The Wage Statement Class released “claims for the violation of Labor Code § 226 and § 226.3 for the workweeks worked by the Wage Statement Class Members, and all recoverable statutory penalties related thereto.” (COE, at p. 307, ¶ 41.)

It appears undisputed that Knott *was not* a class member in *Fimbres*. Rather, Defendants’ arguments appear to go to putative class members in this case who were covered by *Fimbres*.

III. Discussion

A. Elements of Res Judicata

“Res judicata, or claim preclusion, prevents relitigation of the same cause of action in a second suit between the same parties or parties in privity with them.” (*Mycogen Corp. v. Monsanto Co.* (2002) 28 Cal.4th 888, 896.) “Under this doctrine, all claims based on the same cause of action must be decided in a single suit; if not brought initially, they may not be raised at a later date.” (*Id.*, at p. 897.) It applies if a second suit involves: (1) the same cause of action (2) between the same parties (3) after a final judgment on the merits in the first suit. (*Id.*, at p. 896.)

B. Issues 1-11 (PAGA Claims)

Before turning to the res judicata analysis, Plaintiff contends the class notice in the *McCarthy* action was defective. This argument is irrelevant to PAGA claims. Aggrieved employees are not party to PAGA actions, and the California Supreme Court recently concluded that they have no right to intervene in PAGA actions or challenge judgments entered in PAGA actions. (See *Turrieta v. Lyft, Inc.* (Aug. 1, 2024) Case No. S271721.) Any alleged defect in the *McCarthy* notice cannot affect the scope of the PAGA judgment.

1. Same Parties

There is no dispute that Plaintiff was a PAGA group member covered by the *McCarthy* settlement, that the State was the real party in interest in *McCarthy*, and that Defendants were released parties in *McCarthy*. Nor is there any dispute that Plaintiff purports to bring PAGA claims here, that the State is the real party in interest on those PAGA claims, and that Defendants are the defendants here. For

purposes of Plaintiff's PAGA claim, there is an identity of parties.

2. Final Judgment

Defendants meet their initial burden of showing a final judgment in the *McCarthy* action. As the Court noted at the demurrer stage, a final trial court judgment on appeal is not final for res judicata purposes. Here, Defendants put on unrebutted evidence that Plaintiff was mailed his PAGA settlement check from the *McCarthy* settlement. Under the agreement, settlement payments were to be sent to class members and PAGA group members 25 days after the "Final Effective Date." (COE, at p. 125, ¶¶ 73-74.) The Final Effective Date does not occur until the sooner of (1) the time to file an appeal running or (2) the resolution of any appeals. (COE, at p. 104, ¶ 1.o.) Because Plaintiff was mailed a settlement check, the Final Effective Date occurred. Defendants have met their initial burden to show the *McCarthy* judgment is final. Plaintiff does not introduce any evidence to the contrary in his opposition.

3. Same Claims

From the Court's review of the papers, Plaintiff concedes the *McCarthy* settlement bars many bases for his PAGA claims. He contests only the following predicate Labor Code violations: Labor Code §§ 221 and 224 (unlawful deduction), 432.3(a) (illegal terms and conditions of employment), 1197.5(b) (pay disparity), 1198 (seating), 1198.5 (failure to provide records), and 2810.5 (notice required at hiring).

Based on Plaintiff's concession, the Court GRANTS summary adjudication of the following issues/bases for the PAGA claim: 1 (failure to pay wages), 2 (meal breaks), 3 (rest breaks), 4 (waiting time), 5 (§ 1174), 6 (wage statements), and 7 (sick pay).

As to the LC §§ 432.3(a) and 1197.5(b) predicates, Defendants never moved on these sections of the Labor Code, so they are irrelevant to the present motion. This leaves the following: unlawful deduction, seating, failure to provide records, and notice required at hiring.

“California’s res judicata doctrine is based on the primary right theory.” (*Mycogen Corp.*, *supra*, 28 Cal.4th at p. 904.) “[T]he violation of a single primary right gives rise to but a single cause of action.” (*Ibid.* [citation omitted].) “The cause of action, as it appears in the complaint when properly pleaded, will therefore always be the facts from which the plaintiff’s primary right and the defendant’s corresponding primary duty have arisen, together with the facts which constitute the defendant’s delict or act of wrong.” (4 Witkin, *Cal. Procedure* (5th ed. 2020) Pleading § 34 [quoting Pomeroy, *Code Remedies* (5th ed.), p. 528].)

a. Unlawful Deduction (LC §§ 221, 224)

Plaintiff correctly notes that none of the underlying complaints or PAGA letters in the consolidated *McCarthy* matter mentions the factual or legal basis for a claim for unlawful deduction of wages. But this doesn’t end the res judicata analysis. *Shine v. Williams-Sonoma, Inc.* (2018) 23 Cal.App.5th 1070, is instructive.

In *Shine*, the plaintiff brought a class action alleging a failure to pay for reporting time. A prior class/PAGA settlement, *Morales*, had settled wage claims against Williams-Sonoma. Shine was a member of the *Morales* class and had received a settlement check. Williams-Sonoma argued Shine’s claims arose from the same primary right as those he released in the *Morales* settlement, and thus were barred by res judicata. The Court of Appeal agreed: Shine’s reporting time claim was a claim for payment of wages, just like the claims released in *Morales*.

“Because reporting-time pay is a form of wages, a claim for reporting-time pay

could have been raised in the *Morales* action. (Citation.) The fact that no claim for reporting-time pay was alleged in *Morales* does not alter our determination that the same primary right, to seek payment of wages due, was involved in both *Morales* and this case.” (*Id.*, at p. 1077.)

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Like the reporting time claim in *Shine*, it arises from the same primary right as PAGA claims released in *McCarthy*: the right to seek payment for wages due. Following *Shine*, a PAGA claim based on unlawful deduction of wages is barred by res judicata regardless of whether unlawful deduction was raised in *McCarthy*. Summary adjudication is GRANTED as to issue 8.

b. Seating (LC § 1198)

As with unlawful deduction of wages, the factual basis for a seating claim is mentioned nowhere in the underlying complaints or PAGA letters in *McCarthy*. Defendants argue the claim is released because the PAGA release covers Labor Code § 1198, and § 1198 is the only statutory hook for seeking penalties for seating violations. In support, they cite *Shine*, discussed above.

Defendants’ argument confuses the primary right with the remedy. While § 1198 may be the only way to bring a seating claim, § 1198’s sweep is broad: it prohibits the “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [wage] order.” Conditions of labor are more than just wage-and-hour rules. “[A]t least a subset of wage-related claims under the Labor Code . . . involve the same primary right.” (*Magana v. Zara USA, Inc.* (9th Cir. 2021) 856 Fed.Appx. 83, 86.) But a “suitable seating claim does *not* relate to the payment of wages,” so it involves a different primary right. (*Id.*, at pp. 86-87 (emphasis original).)

Shine does not change the analysis. Again, in *Shine*, the reporting time claim was a wage claim, so it arose from the same primary right as the wage claims released in the earlier settlement. “[T]he harm of a suitable seating violation is much more abstract and cannot be redressed via the payment of wages.” (*Id.*, at p. 87 (reversing district court’s dismissal of seating claim on res judicata grounds).)

Defendants contend this is the same as arguing that a release of meal break claims based on breaks taken late wouldn’t bar subsequent meal break claims based on short breaks. But in that case, the violations would involve the same primary right: the right to a statutorily compliant meal break (or, following *Magana*, the right to payment for wages due). None of the claims settled in *McCarthy* involves the abstract harm of a seating violation. Because this claim does not arise from the same primary right as the claims released in *McCarthy*, res judicata is inapplicable. Summary adjudication is DENIED as to issue 9.

c. Failure to Provide Records (LC § 1198.5), Notice Required at Hiring (LC § 2810.5)

As noted above, Plaintiff concedes that the *McCarthy* settlement bars PAGA claims based on Labor Code §§ 226 and 1174. Defendants persuasively argue in reply that § 2810.5 arises from the same primary right as § 226: a right to information and documentation about an employee’s employment. (Indeed, to the extent § 2810.5 requires updated notice to current employees, the statute provides that a wage statement may be used to provide this notice. See LC § 2810.5(b)(1).) Because the alleged § 2810.5 violation arises from the same primary right as the § 226 violation, res judicata applies, and summary adjudication is GRANTED as to issue 10.

The same analysis applies to the claim for failure to provide personnel records. Like § 226(b), § 1198.5 requires an employer to furnish records to an employee on demand. Both statutes concern the employee’s right to information about his or

her employment. The § 1198.5 violation arises from the same primary right as claims released in *McCarthy*. As such, res judicata applies, and summary adjudication is GRANTED as to issue 11.

C. Issues 12-23 (Class Claims)

In issues 12-23, Defendants ask the Court to summarily adjudicate the effect of the *McCarthy* and *Fimbres* settlements on the claims of putative class members who were members of the *McCarthy* and *Fimbres* classes. (Plaintiff himself opted out of *McCarthy* and was not within the class definition in *Fimbres*.) That is, unlike the PAGA issues, Defendants ask the Court to summarily adjudicate the merits of the claims of absent class members, not the merits of claims that belong to the State.

But there are no class members at this time. Unless and until a class is certified, the putative class members are not party to this case. The Court cannot adjudicate the merits of non-parties' claims without violating their right to due process. (See The Rutter Group California Practice Guide: *Civil Procedure Before Trial* ¶¶ 14.94-14.96) Accordingly, summary adjudication is DENIED as to issues 12-23.

D. Alternative Motion in Limine

As an alternative to issues 12-23, Defendants ask that the Court exclude any evidence or argument regarding the first through seventh causes of action for the time periods covered by the *McCarthy* and *Fimbres* settlements. This request is also DENIED. Defendants contend this evidence and argument should be excluded because of the res judicata effect of the *McCarthy* and *Fimbres* settlements on putative class members' claims. That is, the reason for excluding this evidence and argument is because putative class members' claims fail on the merits. Again,

the Court will not issue a merits ruling on non-parties' claims.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Knott vs. Albertsons Companies, Inc

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2022-01264317-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), dated , was transmitted electronically by an Orange County Superior Court email server on August 16, 2024, at 11:30:13 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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Clerk of the Court, by:  , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

PROOF OF SERVICE

CASE NAME: GLENN KNOTT, et al. v. ALBERTSONS COMPANIES, INC. et al.

CASE NO.: 30-2022-01264317-CU-OE-CXC

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 355 S. Grand Avenue, Suite 2900, Los Angeles, CA 90071.

On **August 20, 2024**, I served the following document(s) **NOTICE OF ENTRY OF ORDER ON DEFENDANTS ALBERTSONS COMPANIES, INC., THE VONS COMPANIES, INC., AND KEVIN M. CURRY'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OR, IN THE ALTERNATIVE, MOTION IN LIMINE** by the method indicated below:

☒ **VIA U.S. MAIL**

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

☒ **VIA ELECTRONIC MAIL**

by transmitting via email to the parties at the email addresses listed below:

NATALIE MIRZAYAN, ESQ.
MIRZAYAN LAW, APLC
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ATTORNEYS FOR PLAINTIFF
GLENN KNOTT AND THE PROPOSED CLASS

☒ **STATE:**

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

Executed on **August 20, 2024**, at Los Angeles, California.



Julie Mardorf