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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

STACEY SERNA and LOURDES DE
GUZMAN ANGEL, on behalf of the State
of California, as private attorneys general,

Plaintiffs,

vs.

GURNICK ACADEMY OF MEDICAL
ARTS, LLC, a California Limited Liability
Company,

Defendant.

Case No.: 22-CIV-01185

**STIPULATION REGARDING CY PRES
BENEFICIARY FOR SETTLEMENT;
[PROPOSED] ORDER**

Hearing Date: January 18, 2024

Hearing Time: 11:00 a.m.

Judge: Hon. Susan L. Greenberg

Dept.: 3

Courtroom: 2B

1 Plaintiffs Stacey Serna and Lourdes De Guzman Angel (“Plaintiffs”) and Defendant
2 Gurnick Academy of Medical Arts, LLC (“Defendant”) (collectively with Plaintiffs, the
3 “Parties”), by and through their attorneys of record, do hereby stipulate and agree as follows:

4 WHEREAS, Paragraph 10.3 of the PAGA Settlement Agreement (“Agreement”)
5 authorizes Class Counsel and Defense Counsel “to take all appropriate action required or
6 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
7 to execute any other documents reasonably required to effectuate the terms of this
8 Agreement including any amendments to this Agreement.”

9 WHEREAS, Paragraph 10.7 of the Agreement provides that the “Agreement, and all
10 parts of it, may be amended, modified, changed, or waived only by an express written
11 instrument signed by all Parties or their representatives, and approved by the Court.”

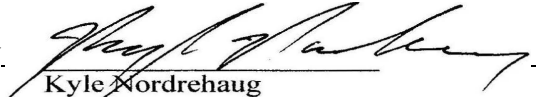
12 NOW, THEREFORE, it is hereby stipulated and agreed by and between the
13 undersigned Parties, through their respective counsel, and subject to the Court’s approval, as
14 follows:

15 1. The Alliance for Children’s Rights, a non-profit child advocacy organization,
16 shall be designated as the *cy pres* beneficiary in paragraph 4.4.3 of the Agreement, instead of
17 the State Controller Unclaimed Property Fund, to receive the unclaimed class member funds
18 pursuant to the requirements of the California Code of Civil Procedure section 384(b).

19 **IT IS SO STIPULATED.**

20
21 DATED: January 10, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

22 By 
23 Kyle Nordrehaug
24 Attorneys for Plaintiffs

25 DATED: January 10, 2024

O’HAGEN MEYER LLP

26 By 
27 Vincent R. Fisher
28 Attorney for Defendant

[PROPOSED] ORDER

The Court having reviewed the stipulation of the Parties hereby orders as follows:

1. The Alliance for Children's Rights, a non-profit child advocacy organization, shall be designated as the *cy pres* beneficiary in paragraph 4.4.3 of the Agreement to receive the unclaimed class member funds pursuant to the requirements of the California Code of Civil Procedure section 384(b).

IT IS SO ORDERED.

Dated: _____

HON. SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT
COUNTY OF SAN MATEO