

Electronically Received 08/14/2023 04:54 PM

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
William Tran, Esq. (SBN 335908)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
wtran@lelawfirm.com
wht1@lelawfirm.com

Attorneys for Plaintiff MICHELLE MEJIA,
on behalf of herself and current and former aggrieved employees

DAL SOGLIO LAW GROUP, APC
Robin D. Dal Soglio (State Bar No. 155334)
robin@dalsogliolaw.com
Wynne E. Campbell (State Bar No. 305857)
wynne@dalsogliolaw.com
27240 Turnberry Lane, Suite 200
Valencia, CA 91355
Tel: (661) 362-0736
Fax: (310) 861-5517

Attorneys for Defendant
Budget Wireless California, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

MICHELLE MEJIA, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

BUDGET WIRELESS CALIFORNIA, LLC;
and DOES 1 to 100, Inclusive,

Defendants.

Case No.: 22STCV23568
Related Case No.: 22STCV13834

PAGA ACTION

*[Assigned for all purposes to Hon. Stuart M.
Rice, Dept. 1]*

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); ~~PROPOSED~~ ORDER AND
JUDGMENT THEREON**

*[Filed Concurrently with the Declaration of
William Tran in Support Thereof]*

1 Plaintiff MICHELLE MEJIA (“Plaintiff”) and Defendant BUDGET WIRELESS
2 CALIFORNIA, LLC (“Defendant”) (collectively, “the Parties”), by and through their
3 respective counsel of record, hereby stipulate and agree as follows:

4 **WHEREAS**, on April 26, 2022, Plaintiff submitted a letter to the California Labor and
5 Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private
6 Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff’s intent
7 to seek civil penalties under PAGA for violations of the Labor Code.

8 **WHEREAS**, on July 22, 2022, Plaintiff filed a representative PAGA action complaint
9 alleging a single claim pursuant to PAGA for the following claims against Defendant: (1) failure
10 to pay wages for all hours worked at the hourly non-exempt employees’ overtime rate; (2)
11 failure to pay wages to hourly non-exempt employees to compensate them for workdays
12 Defendant failed to provide legally required and compliant meal periods; (3) failure to pay
13 wages to hourly non-exempt employees to compensate them for workdays Defendant failed to
14 provide legally required and compliant rest periods; (4) failure to pay wages for accrued paid
15 sick days at the regular rate of pay; (5) failure to timely pay earned wages during employment;
16 (6) failure to provide complete and accurate wage statements; and (7) failure to pay all wages
17 due and owing upon separation of employment (“the Action”).

18 **WHEREAS**, following the filing of the Action, Defendant’s counsel presented Plaintiff’s
19 counsel with an arbitration agreement entered into by the Parties during Plaintiff’s employment
20 and sought enforcement of the arbitration agreement. On November 1, 2022, Defendant filed its
21 Motion to Compel Arbitration. On November 15, 2022, Plaintiff filed her Opposition to
22 Defendant’s Motion to Compel Arbitration. On November 21, 2022, Defendant filed its Reply
23 to Plaintiff’s Opposition to Defendant’s Motion to Compel Arbitration. On November 30, 2022,
24 the Court issued its ruling denying Defendant’s Motion to Compel Arbitration, and staying the
25 action pending mediation.

26 **WHEREAS**, on May 3, 2023, the Parties participated in a mediation before mediator
27 Hon. Daniel J. Buckley (Ret.) and reached a resolution of this matter after a mediator’s proposal,
28 subject to the Approval of the Court, and finalization of a formal Joint Stipulation of Settlement

1 of PAGA Action. The Parties have now entered into a more detailed, formalized Settlement
2 Agreement for submission to the Court for Approval.

3 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
4 matters, and concluded, after taking into account the sharply disputed factual and legal issues
5 involved in this litigation, the risks associated with further prosecution, the substantial benefits
6 to be received pursuant to the compromise and settlement of the PAGA representative penalty
7 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
8 is in the best interest of the Plaintiff, the LWDA, the Aggrieved Employees covered by PAGA,
9 and Defendant, and is fair and reasonable;

10 **WHEREAS**, Defendant denies any liability or wrongdoing of any kind associated with
11 the claims alleged in the action; Defendant further denies that this action is appropriate for
12 PAGA representative treatment for any purpose other than settling this case; Defendant
13 contends, that it has complied at all times with the California Labor Code, the related California
14 Wage Orders, and all other state wage laws, and further contends that this case is without merit;
15 Defendant has denied and continues to deny each and every material factual allegation and
16 alleged claim asserted against it in this case and denies that Plaintiff or any other alleged
17 aggrieved employee has been harmed based on the allegations raised by Plaintiff;

18 **WHEREAS**, the Parties have reached a settlement of the claims of the Aggrieved
19 Employees who are defined as: all persons employed by Defendant in California and classified
20 as a non-exempt, hourly retail employee, who worked at least one pay period for Defendant at
21 any time during the PAGA period. The PAGA Period is from April 26, 2021 to July 2, 2023.
22 According to the informal discovery conducted in advance of the mediation in this matter,
23 Plaintiff's counsel and expert witnesses analyzed a sampling of the complete time and pay
24 records of all aggrieved employees from five (5) randomly selected months during the PAGA
25 period, which corresponded to approximately a 20% sampling of the 388 employees during the
26 PAGA period. The number of pay periods through mediation was estimated to be 5,047.

27 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
28 memorialized in a long-form PAGA Settlement Agreement (the "Settlement Agreement"); a

1 true and correct copy of the fully executed Settlement Agreement is appended to the
2 concurrently filed Declaration of William Tran in Support (“Tran Dec.”) as **Exhibit 1**;

3 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
4 be approved by the court. Lab. Code § 2699(1)(2); in 2009, the California Supreme Court held
5 that an aggrieved employee's representative action brought on behalf of the state and other
6 aggrieved employees against an employer for PAGA violations *does not* need to meet the
7 requirements for class certification nor does there need to be notice to the other employees.
8 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement and
9 approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
10 2729864, at *3 (E.D. Cal. Mar. 2017) (“the court will approve a settlement of PAGA claims
11 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
12 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA’s public policy
13 goals.”); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
14 2018) (same);

15 **WHEREAS**, the Parties seek to obtain the Court’s approval of the settlement terms and
16 resolve this matter in the most efficient manner possible; and

17 **WHEREAS**, for the reasons set forth in the supporting Declaration of William Tran,
18 the PAGA settlement obtained here, including a gross PAGA settlement amount of two hundred
19 five thousand dollars (\$205,000), is fair and reasonable.

20 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
21 **PARTIES HERETO AS FOLLOWS:**

22 The Parties stipulate and jointly request that the Court approve the following terms of the
23 fully-executed PAGA Settlement Agreement (“Settlement Agreement”) which includes the
24 following key terms:

- 25 A. “Aggrieved Employee” means a person employed by Defendant in California and
26 classified as a non-exempt, hourly retail employee, who worked at least one pay period
27 for Defendant at any time during the PAGA period. (Settlement Agreement § 1.4.);
28

- 1 B. "PAGA Period" means the period from April 26, 2021 to the earlier of (1) Preliminary
2 Approval, or (2) July 2, 2023 (60 days from the date of MOU). (Settlement Agreement
3 § 1.20.);
- 4 C. "Gross Settlement Amount" means \$205,000 which is the total amount Defendant
5 agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross
6 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
7 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
8 and the Administrator's Expenses Payment. (Settlement Agreement ¶ 1.11)
- 9 1. The Administrator will disburse the entire Gross Settlement Amount without asking
10 or requiring Aggrieved Employees to submit any claim as a condition of payment.
11 None of the Gross Settlement Amount will revert to Defendant. (Settlement
12 Agreement ¶ 3.1)
- 13 2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3333%
14 which is currently estimated to be \$68,333.33 and PAGA Counsel Litigation
15 Expenses Payment of not more than \$17,000. Defendant will not oppose requests for
16 Court approval of these payments provided that they do not exceed these amounts.
17 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel
18 Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a
19 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment
20 less than the amounts requested, the Administrator will allocate the remainder to the
21 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or
22 any other Plaintiff's Counsel arising from any claim to any portion of any PAGA
23 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
24 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
25 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
26 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and
27 the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and
28

indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. (Settlement Agreement § 3.2.1);¹

3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,000, the Administrator will retain the remainder in the Net Settlement Amount. (Settlement Agreement ¶ 3.2.2)

D. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$113,666.67 to be paid from the Gross Settlement Amount, with 75% (\$85,250.00) allocated to the LWDA PAGA Payment and 25% (\$28,416.67) allocated to the Individual PAGA Payments. (Settlement Agreement ¶ 3.2.3)

1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share (\$28,416.67) of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (Settlement Agreement ¶ 3.2.3.1)
2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (Settlement Agreement ¶ 3.2.3.2)

E. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation

¹ See ¶¶ 38-55 of Declaration of William Tran in Support of Joint Stipulation Requesting Approval of Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on Plaintiff's counsel's request for attorneys' fees. Plaintiff contends 33.3333% of the Settlement Amount is fair and reasonable as this is a common fund settlement.

Expenses Payment, the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments. (Settlement Agreement ¶ 1.16)

F. SETTLEMENT FUNDING AND PAYMENTS. (Settlement Agreement ¶ 4)

1. Aggrieved Employee Data. Within 30 days, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. (Settlement Agreement ¶ 4.2)
2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date (Settlement Agreement ¶ 4.3), with the Effective Date being the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment. (Settlement Agreement ¶ 1.10).
3. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment. Disbursement of the

1 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
2 Individual PAGA Payments. (Settlement Agreement ¶ 4.4)

3 i. The Administrator will issue checks for the Individual PAGA Payments and
4 send them to the Aggrieved Employees via First Class U.S. Mail, postage
5 prepaid. The face of each check shall prominently state the date (not less than
6 180 days after the date of mailing) when the check will be voided. The
7 Administrator will cancel all checks not cashed by the void date. Before mailing
8 any checks, the Settlement Administrator must update the recipients' mailing
9 addresses using the National Change of Address Database. (Settlement
10 Agreement ¶ 4.4.1)

11 ii. The Administrator must conduct an Aggrieved Employee Address Search for all
12 Aggrieved Employees whose checks are returned undelivered without USPS
13 forwarding address. Within 7 days of receiving a returned check the
14 Administrator must re-mail checks to the USPS forwarding address provided or
15 to an address ascertained through the Aggrieved Employee Address Search. The
16 Administrator need not take further steps to deliver checks to Aggrieved
17 Employees whose re-mailed checks are returned as undelivered. The
18 Administrator shall promptly send a replacement check to any Aggrieved
19 Employee whose original check was lost or misplaced, requested by the
20 Aggrieved Employee prior to the void date. (Settlement Agreement ¶ 4.4.2)

21 iii. For any Aggrieved Employee whose Individual PAGA Payment check is
22 uncashed and cancelled after the void date, the Administrator shall transmit the
23 funds represented by such checks to the California Controller's Unclaimed
24 Property Fund in the name of the Aggrieved Employee. (Settlement Agreement
25 ¶ 4.4.3)

26 iv. The payment of Individual PAGA Payments shall not obligate Defendant to
27 confer any additional benefits or make any additional payments to the Aggrieved
28

1 Employees (such as 401(k) contributions or bonuses) beyond those specified in
2 this Agreement. (Settlement Agreement ¶ 4.4.3)

3 **G. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
4 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the
5 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
6 addressing settlement administration matters, and (iii) addressing such post-Judgment
7 matters as are permitted by law. (Settlement Agreement ¶ 9)

8
9
10 Dated: August 14, 2023

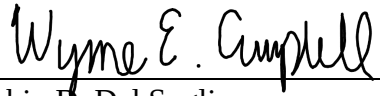
Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

11
12
13 By: 

Joseph Lavi
Vincent C. Granberry
William Tran
Attorneys for Plaintiff Michelle Mejia
on behalf of herself and current and
former aggrieved employees

14
15
16
17
18 Dated: August 14, 2023

Respectfully submitted,
DAL SOGLIO LAW GROUP, APC

19
20
21 By: 

Robin D. Dal Soglio
Wynne E. Campbell
Attorneys for Defendant
Budget Wireless California, LLC

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

3
4 MICHELLE MEJIA, on behalf of herself and
current and former aggrieved employees

5 Plaintiff,

6 vs.

7 BUDGET WIRELESS CALIFORNIA, LLC;
8 and DOES 1 to 100, Inclusive,

9 Defendants.

Case No.: 22STCV23568
Related Case No.: 22STCV13834

PAGA ACTION

*[Assigned for all purposes to Hon. Stuart M.
Rice, Dept. 1]*

**~~PROPOSED~~ ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT THEREON**

11 Pursuant to Stipulation by the parties and good cause appearing:

12 Having considered the submissions of Plaintiff MICHELLE MEJIA ("Plaintiff") and
13 Defendant BUDGET WIRELESS CALIFORNIA, LLC ("Defendant") (collectively, the
14 "Parties"), and all legal authorities and documents submitted in support thereof, including the
15 PAGA SETTLEMENT AGREEMENT (the "Settlement Agreement") attached to the Tran Dec.
16 as **Exhibit 1**, and good cause appearing,

17 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement attached to the Tran Dec. as **Exhibit 1**.

20 2. The Court hereby approves the terms set forth in the Settlement Agreement and
21 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
22 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
23 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
24 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
25 their respective positions. The Court also finds that settlement now will avoid additional and
26 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
27 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
28 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

1 3. The Settlement Agreement is not an admission by Defendant or by any other of
2 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
3 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
4 Agreement, nor any document referred to herein, nor any action taken to carry out the
5 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
6 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
7 the other Released Parties.

8 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
9 deducting Plaintiff's counsel's fees (\$68,333.33) and costs (\$16,756.23), and the costs of
10 administration (no more than \$6,000) from the \$205,000 Settlement Amount) shall be allocated
11 for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the
12 Aggrieved Employees.

13 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
14 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
15 the PAGA Period. "Aggrieved Employee(s)" means all person(s) employed by Defendant in
16 California and classified as a non-exempt, hourly retail employee, who worked at least one pay
17 period for Defendant at any time during the PAGA period. The "PAGA Period" means the time
18 period from April 26, 2023 to July 2, 2023.

19 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure
20 described in the Settlement Agreement.

21 7. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

22 8. The Court hereby awards attorneys' fees in the amount of 33% of the Settlement
23 Amount, which is \$68,333.33 in attorneys' fees and up to \$16,756.23 in attorneys' costs. The
24 payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
25 Settlement.

26 9. The Court approves the Notice of PAGA Settlement and Release attached as
27 Exhibit A to the Settlement Agreement.

28 ///

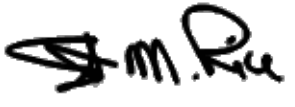
1 10. All settlement checks will remain valid for 180 days after which the checks shall
2 become null and void, and any monies remaining in the distribution account shall be transmitted
3 to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved
4 Employee to whom the uncashed Net Settlement Payment was drafted.

5 11. The Court further orders, adjudges and decrees that upon Approval by the Court
6 of the Settlement and Defendant's full funding of the Settlement Amount, Plaintiff and the
7 PAGA Aggrieved Employees shall release all PAGA claims against Defendant and its former
8 and present directors, officers, shareholders, owners, members, attorneys, insurers,
9 predecessors, successors, assigns, subsidiaries, and affiliates, related entities or other
10 representatives of any kind, and related parties that have been asserted in the operative
11 Complaint (hereinafter collectively the "Released Parties"), which includes the *California*
12 *Labor Code* Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's
13 alleged failure to pay wages for all hours worked at the employees' overtime rate, failure to
14 provide all legally required and legally compliant meal and rest periods, failure to pay accrued
15 paid sick days, failure to timely pay earned wages during employment, failure to provide
16 complete and accurate wage statements, failure to timely pay all unpaid wages following
17 separation of employment., and all other claims and allegations made or which could have been
18 made in the Action based on the facts and allegations pled in the Operative Complaint and
19 PAGA Notice to the LWDA, from April 26, 2021 through July 2, 2023.

20 12. This Court shall retain jurisdiction over the Parties, Action, and the Settlement
21 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
22 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 13. This Court set a Non-appearance re: settling LWDA administration matters for 6
24 months after this Order on February 28, 2024.

25
26 Date: August 21, 2023

27
28
 
By: Stuart M. Rice / Judge
Hon. Stuart M. Rice
Judge of the Superior Court

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am an employee 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 8889 W. Olympic Blvd., Beverly Hills, California 90211.

On August 14, 2023, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties (listed below) in this action

DAL SOGLIO LAW GROUP, APC Robin D. Dal Soglio, Esq. Wynne E. Campbell, Esq. 27240 Turnberry Lane, Suite 200 Valencia, CA 91355	<i>Attorneys for Defendant Budget Wireless California, LLC</i>
---	--

as follows:

- ☒ **(BY ELECTRONIC SERVICE)** Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via use of CASEANYWHERE.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the aforementioned service information is true and correct.

Executed on August 14, 2023, at Beverly Hills, California.

/s/ Kimberly Rodriguez
Kimberly Rodriguez