

(SIGNATURE)

EXHIBIT A

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Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

COPY FILED
Superior Court of California
County of Los Angeles

AUG 23 2019

Sherri A. Carter, Executive Officer/Clerk
By R. Mason Deputy
R. Mason

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

GUADALUPE MOYA; individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

USRG (CALIFORNIA) INC., a California
corporation; U.S. RESIDENTIAL GROUP,
LLC, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BC625588

Honorable Robert B. Broadbelt
Department 53

CLASS ACTION

**PROPOSED FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation No.: 409379171477
Date: August 23, 2019
Time: 10:00 a.m.
Department: 53

Complaint Filed: June 30, 2016
FAC Filed: February 20, 2019
Trial Date: None Set

1 This matter has come before the Honorable Robert B. Broadbelt in Department 53 of the
2 above-entitled Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles,
3 California 90012, on Plaintiff Guadalupe Moya's ("Plaintiff") Motion for Final Approval of Class
4 Action and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for
5 Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiff and Littler Mendelson,
6 P.C. appeared on behalf of Defendants USRG (California) Inc. and U.S. Residential Group, LLC
7 ("Defendants").

8 On February 15, 2019, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits ^{attached} annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

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1 All individuals who are or were employed by Defendants in the State of
2 California during the time period from June 30, 2012 through April 30, 2018
3 as on-site employees classified as "exempt," holding the position of "property
4 manager," "assistant property manager," "community manager," "assistant
5 community manager," "maintenance supervisor," "assistant maintenance
6 supervisor," and/or similar job titles ("Class" or "Class Members").

7 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
8 Class Members, fully and accurately informed the Class Members of all material elements of the
9 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
10 exclusion from, the settlement and release of Released Claims that do not arise under the Private
11 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* for the period from
12 June 30, 2012 through February 15, 2019 ("Class Settlement"); was the best notice practicable
13 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
14 fully with the laws of the State of California, the United States Constitution, due process and other
15 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
16 Class Members with adequate instructions and a variety of means to obtain additional information.

17 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
18 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
19 specifically, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the
21 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
22 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
23 Court has considered all of the evidence presented, including evidence regarding the strength of
24 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
25 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. The Court has further considered the
27 absence of objections to the Class Settlement and requests to be excluded from the Class
28 Settlement ("Requests for Exclusion") submitted by Class Members. Accordingly, the Court
hereby directs that the Settlement be ^{carried out and completed} affected in accordance with the Settlement Agreement and
the following terms and conditions.

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
5 submit a timely and valid Request for Exclusion to the Settlement Administrator ("Participating
6 Class Members") are bound by this Final Approval Order and Judgment. The Court finds that all
7 Class Members are Participating Class Members.

8 7. The Court finds that payment of Settlement Administration Costs in the amount of
9 \$4,300 is appropriate for the services performed and costs incurred and to be incurred for the notice
10 and settlement administration process. It is hereby ordered that the Settlement Administrator,
11 Simpluris, Inc., shall issue payment to itself in the amount of \$4,300, in accordance with the
12 Settlement Agreement.

13 8. The Court finds that the Class Representative Enhancement Payment sought is fair
14 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
15 that the Settlement Administrator issue payment in the amount of \$5,000 to Plaintiff Guadalupe
16 Moya for her Class Representative Enhancement Payment, according to the terms set forth in the
17 Settlement Agreement.

18 9. The Court finds that the allocation of \$5,000 toward penalties under the California
19 Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate,
20 and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as
21 follows; the amount of \$3,750 to the California Labor and Workforce Development Agency, and
22 the amount of \$1,250 to be distributed to Class Members who worked for Defendants within the
23 period from May 27, 2015 through April 30, 2018 ("PAGA Period"), according to the terms set
24 forth in the Settlement Agreement.

25 10. The Court finds that the request for attorneys' fees in the amount of \$117,800 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$117,800 to Lawyers for Justice, PC for the award of attorneys' fees, in accordance
2 with the Settlement Agreement.

3 11. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$24,459.89 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$24,459.89 to Lawyers for Justice, PC
6 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

7 12. The Court hereby enters Judgment by which Class Members shall be conclusively
8 determined to have given a release of any and all PAGA Released Claims against the Released
9 Parties and Participating Class Members shall be conclusively determined to have given a release
10 of any and all Released Claims that do not arise under the Private Attorneys General Act of 2004,
11 California Labor Code section 2698, *et seq.* against the Released Parties for the period from June
12 30, 2012 through February 15, 2019, as set forth in the Settlement Agreement and Class Notice.

13 13. It is hereby ordered that Defendants shall fully fund the Class Settlement Amount
14 within ten (10) business days after the Effective Date, in accordance with the Settlement
15 Agreement.

16 14. It is hereby ordered that the Settlement Administrator shall distribute payments to
17 Participating Class Members and Class Members who worked for Defendants during the PAGA
18 Period within ten (10) calendar days of funding the Settlement, according to the methodology and
19 terms set forth in the Settlement Agreement.

20 15. It is ordered that any and all checks issued to Participating Class Members that are
21 not cashed or negotiated within one hundred eighty (180) calendar days after the date on which
22 the checks are issued shall be cancelled, and the funds associated with such cancelled checks shall
23 be deposited with the *Legal Aid Society of Los Angeles.*
~~California Department of Industrial Relations Unpaid Wage Fund, in the~~
24 ~~name of the Class Member whose check is cancelled, in his or her respective amount.~~

25 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
28 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

1 any dispute arising from or in connection with the distribution of settlement benefits.

2 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
3 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
4 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
5 Order and Judgment. Individualized notice is not required.

6 18. Plaintiff shall give notice of this order and judgment.

7 Dated: AUG 23 2019

8 
HONORABLE ROBERT B. BROADBELT
9 JUDGE OF THE SUPERIOR COURT

EXHIBIT B

AUG 23 2019

Sherri A. Carter, Executive Officer/Clerk
By [Signature] Deputy
K. Mason

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
DEPARTMENT 53

GUADALUPE MOYA,
Plaintiff,

vs.

USRG (CALIFORNIA) INC., et al.,
Defendants.

Case No.: BC625588

Hearing Date: August 23, 2019

Time: 8:30 a.m.

~~TENTATIVE~~ ORDER RE:

PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT

MOVING PARTY: Plaintiff Guadalupe Moya

RESPONDING PARTY: n/a

**Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys'
Fees, Costs, and Enhancement Payment**

The court considered the moving papers. No opposition to the motion was filed.

PROCEDURAL ISSUES

Pursuant to the November 5, 2018 General Order re Mandatory Electronic Filing for Civil, litigants are required to provide printed courtesy copies of all filings, including pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more, and pleadings and motions that include points and authorities. Here, the court did not receive

1 courtesy copies of the moving papers filed by plaintiff (including a 39-page notice of motion and
2 memorandum of points and authorities, and multiple declarations). The February 15, 2019 order
3 granting preliminary approval of this settlement included a reminder that compliance with the
4 court's general orders is required for all filings.

5 The court also notes that the motion was filed and served by e-mail on August 1, 2019,
6 for a hearing set on August 23, 2019. (*See* Code Civ. Proc., § 1005, subd. (b) [all moving and
7 supporting papers shall be served and filed at least 16 court days before the hearing]; Code Civ.
8 Proc., § 1010.6, subd. (1)(4)(B) [extending notice period for e-mail service by two court days].)
9 The moving papers were not served within the prescribed time. Plaintiff's motion for
10 preliminary approval of the class settlement was similarly defective, and this defect was
11 addressed in the court's February 15, 2019 order granting preliminary approval of this
12 settlement. Evidently, the court's admonition has gone unheeded. Nevertheless, in light of
13 defendants' notice of non-opposition, the court will consider this motion on its merits
14 notwithstanding the defective notice.

15 Finally, the court notes that plaintiff's motion exceeds the 15-page limit for moving and
16 opposing memoranda filed in connection with a motion set forth in California Rules of Court,
17 rule 3.1113, subdivision (d). The motion for final approval is 31 pages. The court has no record
18 of plaintiff requesting leave to file a memorandum longer than 15 pages, and the issues do not
19 appear to be so complex as to require such excessive length. However, in light of the nature of
20 the relief requested, the court will consider the entirety of the motion despite its overlength.

21 **BACKGROUND**

22 Plaintiff Guadalupe Moya ("Plaintiff") seeks final approval of the Joint Stipulation of
23 Class Action and PAGA Settlement and Release (the "Settlement Agreement") entered into by
24 and between Plaintiff, individually and on behalf of all others similarly situated and other
25 aggrieved employees, on the one hand, and defendants USRG (California) Inc. and U.S.
26 Residential Group, LLC (collectively, "Defendants"), on the other hand.

27 Plaintiff filed this action on June 30, 2016, asserting claims for violations of the Labor
28 Code and a claim under the Private Attorneys General Act ("PAGA") (Labor Code, § 2698 *et*

1 *seq.*). Plaintiff alleges that Defendants misclassified Plaintiff and other employees as exempt
2 and failed to pay all wages due and owing, failed to provide compliant meal period and rest
3 period pay, failed to timely pay wages during employment and upon termination, failed to
4 provide compliant wage statements, failed to maintain requisite payroll records, and failed to
5 reimburse necessary business expenses.

6 The parties have agreed to settle this lawsuit for \$310,000.

7 **LEGAL STANDARD**

8 California Rules of Court, rule 3.769, subdivision (g) provides that the court must
9 conduct an inquiry into the fairness of a proposed class action settlement prior to final approval.
10 The trial court has broad powers to determine whether a proposed settlement is fair. (*Mallick v.*
11 *Superior Court* (1979) 89 Cal. App. 3d 434, 438.) The standard for approval of class settlements
12 in California is that the settlement be fair, reasonable, and adequate for class members overall.
13 (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801.)

14 To determine the fairness of a settlement, the court must consider certain factors, as set
15 forth in *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45, disapproved by
16 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260 on other grounds. “[A]
17 presumption of fairness exists where: (1) the settlement is reached through arm’s-length
18 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
19 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
20 is small.” (*Id.* at p. 245.) “[T]he test is not the maximum amount plaintiffs might have obtained
21 at trial on the complaint but, rather, whether the settlement is reasonable under all of the
22 circumstances.” (*Id.* at p. 250; *see also City of Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d
23 448, 455 [stating that a proposed settlement that amounts to a fraction of the potential recovery
24 does not in itself render the proposed settlement grossly inadequate].)

25 In making this determination, the court considers all relevant factors, including “the
26 strength of [the] plaintiffs’ case, the risk, expense, complexity and likely duration of further
27 litigation, the risk of maintaining class action status through trial, the amount offered in
28 settlement, the extent of discovery completed and the stage of the proceedings, the experience

1 and views of counsel, the presence of a governmental participant, and the reaction of the class
2 members to the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
3 Cal.App.4th 116, 128.) The recovery should represent a “reasonable compromise, given the
4 magnitude and apparent merit of the claims being released, discounted by the risks and expenses
5 of attempting to establish and collect on those claims by pursuing the litigation.” (*Id.* at p. 129.)
6 Nevertheless, the strength of the case on the merits for the plaintiff is the most important factor,
7 balanced against the amount offered in settlement. (*Id.* at p. 130.)

8 The court already determined on Plaintiff’s motion for preliminary approval of class
9 settlement that many of the factors established that the settlement is fair (e.g., the parties
10 participated in arm’s-length negotiations concerning settlement, the parties actively litigated and
11 participated in extensive discovery, and the amount offered in settlement vis-à-vis the strength of
12 Plaintiff’s case and the risks associated with further litigation). Plaintiff asserts that, since
13 preliminary approval of the settlement, additional factors militate in favor of granting final
14 approval of the class action settlement, including that no class members have objected to the
15 settlement or have opted out of the settlement. On March 11, 2019, the Claims Administrator
16 mailed copies of the Class Notice to the settlement class members by first-class U.S. Mail. (Cita
17 Decl., ¶ 7.) Of the 57 notices mailed, a total of nine Class Notices were returned by the Post
18 Office, of which none had a forwarding address. (Cita Decl., ¶¶ 7-8.) The Claims Administrator
19 performed an advanced address search to locate updated addresses for these nine individuals, and
20 through this search, the Claims Administrator was able to update six addresses. (Cita Decl., ¶ 8.)
21 Class Notices were mailed to those six addresses. (Cita Decl., ¶ 8.) Ultimately, three Class
22 Notices were undeliverable. (Cita Decl., ¶ 8.) As of May 10, 2019, which was the deadline for
23 class members to submit a Request for Exclusion, Notices of Objection, and/or Workweeks
24 dispute, the Claims Administrator has not received any requests for exclusion from the class, nor
25 has the Claims Administrator received any objections from class members to the settlement.
26 (Cita Decl., ¶¶ 9-12.)

27 Based on the foregoing, and based on the reasoning and findings set forth in the court’s
28 order granting preliminary approval of the class action settlement, the court finds that Plaintiff

1 has established that the settlement is fair, adequate, and reasonable. There being no objections to
2 the settlement, the court finds that it is appropriate to approve it. The court also approved
3 conditional certification of the class for purposes of settlement in its order granting preliminary
4 approval of the settlement. Because Plaintiff submits that no subsequent events have cast any
5 doubt on the court's preliminary determination, the court finds it appropriate to certify the class
6 for settlement purposes. (See *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at 1807, fn. 19
7 [finding that the court may use a lesser standard to determine the appropriateness of a settlement
8 class for settlement purposes].)

9 Attorney's Fees and Costs

10 California Rules of Court, rule 3.769, subdivision (b) states: "Any agreement, express or
11 implied, that has been entered into with respect to the payment of attorney's fees or the
12 submission of an application for the approval of attorney's fees must be set forth in full in any
13 application for approval of the dismissal or settlement of an action that has been certified as a
14 class action."

15 Ultimately, the award of attorney fees is made by the court at the fairness hearing, using
16 the lodestar method with a multiplier, if appropriate. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122,
17 1132-1136; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v.*
18 *Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626.) Despite any agreement by
19 the parties to the contrary, the court has an independent responsibility to review the attorney fee
20 provision of the settlement agreement and award an amount that it determines to be reasonable.
21 (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128.)

22 Labor Code section 1194 provides attorneys' fees and costs in an action to recover
23 minimum and overtime wages:

24 Notwithstanding any agreement to work for a lesser wage, any employee receiving
25 less than the legal minimum wage or the legal overtime compensation applicable
26 to the employee is entitled to recover in a civil action the unpaid balance of the full
27 amount of this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees, and costs of suit.

28 (Lab. Code, § 1194.)

1 “[T]he fee setting inquiry in California ordinarily begins with the ‘lodestar,’ i.e., the
2 number of hours reasonably expended multiplied by the reasonable hourly rate. . . . The
3 reasonable hourly rate is that prevailing in the community for similar work. The lodestar figure
4 may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee
5 at the fair market value for the legal services provided.” (*PLCM Group, Inc. v. Drexler* (2000)
6 22 Cal.4th 1084, 1095 [internal citations omitted].) The primary factor for determining the
7 fairness of fees is “whether the fees bear a reasonable relationship to the value of the attorneys’
8 work.” (*Robbins v. Alibrandi* (2005) 127 Cal.App.4th 438, 451.) Courts have adopted a practice
9 of cross-checking the lodestar against the value of the class recovery because the award is then
10 “anchored” in the time spent by counsel. (*Lealao v. Beneficial California, Inc.* (2000) 82
11 Cal.App.4th 19, 45.)

12 Here, counsel for Plaintiff seek \$117,800 in attorney’s fees, constituting 38% of the
13 settlement fund of \$310,000. Plaintiff asserts that class counsel have a total adjusted lodestar of
14 approximately \$227,400. Class counsel expended 454.80 hours on this case. (Aiwazian Decl., ¶
15 11, Ex. A.) Mr. Aiwazian also attests to his experience and the reasonableness of a \$500 per
16 hour rate. (Aiwazian Decl., ¶¶ 12-18.) Based on this evidence, the court finds that the requested
17 attorney’s fees are reasonable.

18 Plaintiff also requests approval of litigation costs in the amount of \$24,459.89.
19 (Aiwazian Decl., ¶ 19, Ex. B.) The settlement agreement provides for costs up to \$30,000. The
20 court finds the litigation costs incurred to be sufficiently supported.

21 Service Award to Class Representative

22 The Settlement Agreement provides for an enhancement award of up to \$5,000 for
23 Plaintiff, as the named plaintiff. The court finds that Plaintiff has submitted a declaration
24 attesting to why she should be entitled to an enhancement award in the proposed amount of
25 \$5,000. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.)

26 Plaintiff attests to the fact that she has spent more than 10 hours on this case
27 communicating with counsel, gathering documents, and answering questions. (Moya Decl., ¶ 3.)
28 Moya also spent at least 13 hours identifying potential witnesses and reviewing discovery.

1 (Moya Decl., ¶ 4.) On March 24, 2017, Moya attended a full day of deposition that lasted
2 approximately 7.5 hours. (Moya Decl., ¶ 5.) The Court finds that Plaintiff's declaration is
3 sufficient to establish that the service award to her is fair and reasonable and finds it appropriate
4 to approve the award as such.

5 Claims Administrator Costs

6 Finally, the court finds that the request for costs for the Claims Administrator (Simpluris,
7 Inc.) in the amount of \$4,300 is sufficiently supported by the Declaration of Cassandra Cita,
8 (Cita Decl., ¶ 16, Ex. B.)

9 **ORDER**

10 The court grants Plaintiff's motion for final approval of the class action and PAGA
11 settlement set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release.

12 The court will sign and file the proposed final order and judgment submitted by Plaintiff.

13 The court orders Plaintiff to give notice of this order.

14
15 IT IS SO ORDERED.

16 DATED: August 23, 2019

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18 _____
19 Robert B. Broadbelt III
20 Judge of the Superior Court
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EXHIBIT C

COPY

FILED

Superior Court of California
County of Los Angeles

AUG 23 2019

Sherril A. Carter, Executive Officer/Clerk
By K. Mason, Deputy

Edwin Amazian (SBN 282943)

Arby Amazian (SBN 269827)

Lawyers for Justice PC

410 West Arden Ave. Suite 203
Glendale, CA 91203

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

Case Number BC625588

Guadalupe Moya

Plaintiff,

vs.

USRG (California) Inc., et al.

Defendant

Joint Stipulation re:
Uncashed checks

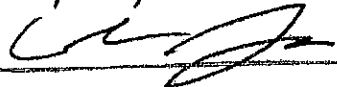
WHEREAS, pursuant to paragraph 71 of the Joint Stipulation of Class Action and PAGA Settlement Release ("Settlement"), the Parties hereby agree to Amend paragraph 55 of the Settlement with respect to where uncashed checks will be deposited.

WHEREAS, pursuant to the Parties agreement, the uncashed checks will be distributed to the Legal Aid Society of Los Angeles.

WHEREAS, the Parties also agree to amend paragraph 15 of the [Proposed] Final Approval Order and Judgment in accordance with

modification of paragraph 55 of the Settlement.

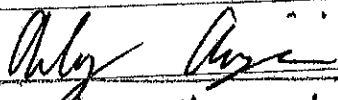
8/23/17



CARLOS JIMENEZ

ATTORNEY FOR

DEFENDANTS



Arby Aivazian

Attorney for Plaintiff

DATED: _____

EXHIBIT D

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

BC625588

GUADALUPE MOYA VS USRG INC ET AL

August 23, 2019

10:00 AM

Judge: Honorable Robert B. Broadbelt

Judicial Assistant: K. Mason

Courtroom Assistant: C. Vaughn

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Edwin Aiwazian and Melissa Huether (X)

For Defendant(s): Carlos Jimenez (X)

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement (Final Approval Hearing On Class Action and PAGA Settlement);

Case is called. The Court notes that Defendants filed a notice of non-opposition on 8-22-19.

The parties represent that they have seen the tentative ruling. Parties are heard and the matter is submitted. The tentative ruling is adopted as the Order of the Court on grounds fully reflected therein.

The Motion re: AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF filed by Guadalupe Moya on 08/01/2019 is Granted.

The Court signs and files the following documents in open court this day:

1. Court's specially-prepared Order re: Plaintiff's Motion for Final Approval of Class-Action and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payment
2. Joint Stipulation re: Uncashed Checks
3. Plaintiff's revised Final Approval Order and Judgment

In light of the Court's ruling, the Clerk is directed to dispose of case as completed.

Plaintiff is ordered to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed 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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 29, 2019, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Carlos Jimenez (*CAJimenez@littler.com*)
LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, California 90071

Heather M. Vigil (*HVigil@littler.com*)
LITTLER MENDELSON, P.C.
2050 Main Street, Suite 900
Irvine, California 92614

Attorneys for Defendants

[X] BY GOLDEN STATE OVERNIGHT (GSO)/FEDEX EXPRESS:

I placed such documents in a Golden State Overnight (GSO)/FedEx Express Envelope addressed to the party or parties listed above with delivery fees fully pre-paid for overnight delivery by the close of the next business day, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before 8:00/FedEx Express 5:00 p.m. on the stated date.

State of California, Labor & Workforce Development Agency
Web URL:

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

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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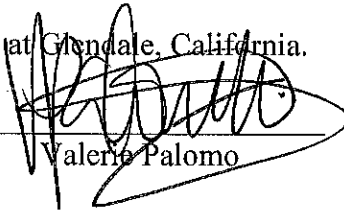
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[X]

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 29, 2019, at Glendale, California.



Valerie Palomo