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16 CR VISIONS INC., ROBERT LEWIS MCCONNELL,
17 HARRIET LEE MCCONNELL AND JOSEPH L. HEINLEIN

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

20 KEVIN ALFARO, an individual;

21 Plaintiff,

22 vs.

23 C R VISIONS, INC., a California Corporation;
24 ROBERT LEWIS MCCONNELL, an individual;
25 HARRIET LEE MCCONNELL, an individual;
26 JOSEPH L. HEINLEIN, an individual; and
27 DOES 1 through 100, inclusive;

28 Defendant(s).

CASE NO.: 22STCV33906

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

Plaintiff KEVIN ALFARO ("Plaintiff") and Defendants C R VISIONS INC., ROBERT LEWIS MCCONNELL, HARRIET LEE MCCONNELL and JOSEPH L. HEINLEIN ("Defendants") (collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as follows:

DEFINITIONS

- A. “Action” means the civil action titled *KEVIN ALFARO vs. C R VISION, INC., et al.* (the “Action”), filed by Plaintiff on October 19, 2022, and pending in the Los Angeles Superior Court, LASC Case No. 22STCV33906.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Los Angeles.
- E. “Covered Period” means the period of time from August 11, 2021, through May 31, 2023.
- F. “Aggrieved Employees” means any current or former employee of Defendant(s) against whom one or more of the alleged violations was allegedly committed during the Covered Period.
- G. “Defendants” means the Defendants in this Action: C R Visions Inc., a California corporation, Robert Lewis McConnell, an individual, Harriet Lee McConnell, an individual, Joseph L. Heinlein, an individual, and all of their current and former owners, parents, subsidiaries, affiliates, members, representatives, agents, insurers, officers, directors, and employees.
- H. “Effective Date” means the date upon entry of an Order by the Court approving this Settlement Agreement.
- I. “Defense Counsel” means Friedenthal, Heffernan & Brown, LLP.
- J. “Individual Settlement” means the settlement of Plaintiff Kevin Alfaro’s personal and individual claims against Defendants which are not included in the PAGA Released Claims (defined below) between the parties, and which were brought in the Action, and the settlement agreement in connection thereto.
- K. “Judgment” means the Order Granting Approval of Settlement and dismissing this Action, with prejudice.
- L. “LWDA” means the California Labor and Workforce Development Agency.
- M. “LWDA Payment” means the portion of the payment from the Total Settlement Amount (defined below) to be paid to the LWDA under the Settlement Agreement

- 1 N. "Net Settlement Amount" means the amount from the Total Settlement Amount that is
2 available for distribution as Settlement Shares to PAGA Settlement Group Members and as
3 the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment (if any), (ii)
4 the Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's
5 fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group
6 Member, that share will be sent to the California State Controllers' Office Unclaimed Property
7 Fund in the name of the Settlement Group Member.
- 8 O. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section
9 2698 *et seq.*
- 10 P. "PAGA Released Claims" means all claims under PAGA that are pled in Plaintiff's Complaint
11 and in the notice to the LWDA that arose during the Covered Period.
- 12 Q. "PAGA Settlement Group Members" means, based upon Defendants' representation to
13 Plaintiff, the approximately 30 current and former aggrieved employees of Defendants in
14 California during the Covered Period.
- 15 R. "Plaintiff" means the plaintiff in the Action, Kevin Alfaro.
- 16 S. "Plaintiff's Counsel" means Sarkis Sirmabekian, Esq., of Sirmabekian Law Firm, PC.
- 17 T. "Released Parties" means Defendants and any present and former parents, subsidiaries,
18 affiliates, owners, shareholders, members, and their respective officers, directors, employees,
19 representatives, insurers, and agents, attorneys, and any other successors, assigns and legal
20 representatives and their related persons and entities.
- 21 U. "Representative Plaintiff's Payment" means the special payment made to Plaintiff to
22 compensate him for initiating and pursuing the Action, undertaking the risk of liability for
23 attorneys' fees and expenses in the event that he was unsuccessful in the prosecution of the
24 Action.
- 25 V. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all
26 other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations,
27 debts, expenses, administration costs, damages, civil penalties fines, interest, injuries,
28 compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.

1 W. "Settlement Administrator" means Phoenix Administrators.

2 X. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA
3 Settlement Group Member as provided by this Agreement.

4 Y. "Total Settlement Amount" means the total amount to be paid by Defendants as provided in
5 the Settlement Agreement. The Total Settlement Amount is Twenty-Five Thousand Dollars
6 and Zero Cents (\$25,000.00). The Total Settlement Amount will cover (i) all Settlement Shares
7 to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative
8 Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the
9 Settlement Administrator's fees and expenses. The Total Settlement Amount will be paid in
10 addition to the payments to Plaintiff as agreed under the Individual Settlement Agreement.
11

12 **WHEREAS**, on or about August 11, 2022, Plaintiff by and through Plaintiff's counsel, sent a
13 notice to the California Labor Workforce Development Agency ("LWDA") and all Defendant (the
14 "PAGA Notice") alleging that Defendant engaged in violations of the California Labor Code and
15 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
16 Attorneys' General Act ("PAGA");

17 **WHEREAS**, on or about October 19, 2022, Plaintiff filed a Complaint in the California
18 Superior Court for the County of Los Angeles entitled Kevin Alfaro v. C R Visions, et al. (the
19 "Action") alleging individual employment claims;

20 **WHEREAS**, this Settlement is entered into by and between Plaintiff, on behalf of themselves
21 and the "Alleged Aggrieved Employees" (defined below), on the one hand, and Defendants C R
22 Visions, Inc., Robert Lewis McConnell, Harriet Lee McConnell, and Joseph L. Heinlein on the other
23 hand, to memorialize the essential terms of the settlement of Plaintiff's representative claims asserted
24 in the Action.

25 **WHEREAS**, on or about October 19, 2022, Plaintiff filed a Complaint, alleging the following
26 causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked
27 (3) Failure to Pay Overtime Compensation; (4) Failure To Pay Meal Period Compensation; (5) Failure
28 To Rest Period Compensation; (6) Failure to Furnish Accurate Itemized Wage Statements; (7)

1 Failure to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to Indemnify and Illegal
2 Deductions From Wages; and (10) Unfair Competition;

3 **WHEREAS**, the Settlement Agreement represents a compromise and settlement of highly
4 disputed claims. Nothing in the Settlement Agreement is intended or will be construed as an admission
5 by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff
6 or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendants'
7 defenses in the Action have merit.

8 **WHEREAS**, nothing in The Settlement Agreement nor the acts to be performed or judgments
9 to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff
10 that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the
11 Alleged Aggrieved Employees or any other person. Defendants specifically disclaim any such liability
12 or wrongdoing. Defendants deny the allegations in the Action and specifically deny that any of them
13 have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable
14 conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further
15 disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any
16 related court documents or orders are not and may not be cited or admitted as evidence of liability.

17 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
18 their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set
19 forth in the PAGA Settlement Agreement are fair, reasonable, and adequate and is in the best interests
20 of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances
21 and the risks inherent in litigation;

22 **WHEREAS**, Plaintiff has reached an agreement with the Defendnats pursuant to which (i) all
23 disputes between Plaintiff individually and the Defendnats are fully resolved:

24 **WHEREAS**, PAGA MEMBER(S) are defined as "All employees of Defendant C R Visions,
25 Inc. in California, at any time during the PAGA Period";

26 **WHEREAS**, PAGA PERIOD is defined as "the period of time between March 16, 2021 and
27 continuing through the date of Court Approval";
28

1 **WHEREAS**, according to records and representations provided by Defendants, the
2 DEFENDANTS have to date employed thirty (30) employees within the PAGA Period and no more
3 than approximately 425 pay periods. This information was also corroborated by a sampling of pay
4 records provided from DEFENDANTS to PLAINTIFF.

5 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
6 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
7 Agreement, including that:

8 Within ten (10) calendar days, after the Approval Date, the Company shall pay the
9 total sum of Twenty-Five Thousand Dollars (\$25,000.00) (the “PAGA Settlement Sum”) to the
10 Settlement Administrators, who shall distribute such funds as follows:

11 A. One-third (1/3) of the PAGA Settlement Sum, \$8,333.33 shall be paid to
12 Plaintiff’s counsel Sirmabekian Law Firm PC, for attorneys’ fees, \$2,000.00 costs incurred on the
13 PAGA claims, a \$2,595.00 Claims Administrator fee to be deducted in an amount to be determined,
14 and up to \$500 to be paid to Plaintiff as the PAGA representative. The Plaintiff’s counsel will provide
15 an executed W9 Forms from Plaintiff and Plaintiff’s counsel;

16 B. The remaining balance after deducting the amount being paid to Settlement
17 Administrator, Plaintiff’s counsel for attorneys’ fees, costs, and representative Plaintiff’s Payment.,
18 \$11,571.67 (the “Net Settlement Amount”), shall be classified for tax purposes as civil penalties
19 (“Civil Penalty Allocation”) and Aggrieved Employees, unless otherwise required by law, and shall
20 be distributed as follows:

21 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$8,678.75 shall be
22 paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA, Labor
23 Code section 2698, *et seq.*;

24 ii. Twenty-Five Percent (25%) of the Civil Penalty Allocation, \$2,892.91, (the
25 “Aggrieved Employee Amount”) shall be paid to PAGA members, pursuant to Labor Code 2699(i),
26 divided amongst PAGA Members based on each PAGA Member’s respective number of pay periods
27 worked for Defendants in California during the PAGA Period.

1 Phoenix Settlement Administrators shall be the Settlement Administrators. Payments of the
2 PAGA Settlement Amount shall be deposited with the Claims Administrator within 10 days of after
3 the Approval Date. Payments to PAGA members, the LWDA, Plaintiff, and Plaintiff's Counsel shall
4 be made by the Settlement Administrator within 21 days of the payment by Defendants. All checks to
5 the Alleged Aggrieved Employees will be sent by the Settlement Administrator to each Alleged
6 Aggrieved Employees' last known address on file with Defendants and shall remain valid and
7 negotiable for 180 days from the date of their issuance to Alleged Aggrieved Employees. If any checks
8 are returned as undeliverable, the Settlement Administrator shall make reasonable efforts to obtain an
9 updated address and reissue a check to that Alleged Aggrieved Employee. All funds not claimed within
10 180 days of the initial mailing shall be directed to the State Controller's Office under the Unclaimed
11 Property Statutes in the name(s) of the individual(s) who did not cash his or her check(s). Under no
12 circumstances will Defendants pay any more than the Settlement Amount. The entire Settlement
13 Amount shall be paid on a 1099 basis.

14 **WHEREAS**, Defendants shall separately pay \$40,000.00 for Plaintiff's individual claims in
15 exchange for Plaintiff's: (i) complete and general release and waiver of known and unknown claims
16 under Civil Code section 1542, except as may be prohibited by law, such as claims for workers'
17 compensation benefits. Payment shall be deposited with the Claims Administrator within 30 days of
18 signing long-form settlement agreements.

19 **WHEREAS**, the Parties will cooperate in seeking approval of the Settlement from the Court.
20 Should the Court decline to approve the PAGA Settlement, this Settlement Agreement will be deemed
21 voidable by any Party to this Agreement, but the Parties agree to work in good faith to restructure the
22 allocation of the Settlement Amount in a manner acceptable to the court and reasonable and acceptable
23 to the Parties.

24 **WHEREAS**, the Parties based on their own independent investigations and evaluations, the
25 Parties and their respective counsel are of the opinion that the settlement for the consideration and on
26 the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the
27 Plaintiff, the PAGA Members, and Defendants in light of all known facts and circumstances and the
28 risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel

1 believes that the settlement amount entered into is in the best interests of the PAGA Members and that
2 the settlement for each PAGA Member is fair, reasonable, and adequate, given the inherent risk of
3 litigation.

4 **WHEREAS**, the Parties agree that this is a FULL AND FINAL MUTUAL RELEASE of all
5 claims of every nature and kind whatsoever, specifically including any and all liens, known and
6 unknown, and releases claims that are known and unknown, suspected and unsuspected. Upon the
7 Court's approval of the PAGA Settlement, each party will file a dismissal with prejudice of any court
8 action as to all parties and all causes of action, or administrative proceeding, which is pending and
9 shall bear their own costs and attorney fees.

10 **WHEREAS**, the above release does not apply to PAGA Members. All PAGA Members are
11 deemed to release, on behalf of themselves and their respective former and present representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
13 under PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based
14 on the facts stated in the Operative Complaint and the PAGA Notice. PAGA Members may not opt
15 out of the PAGA Settlement.

16 **WHEREAS**, the Administrator will calculate each Individual PAGA Payment by (a) dividing
17 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently estimated at
18 \$666.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during
19 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
20 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
21 Individual PAGA Payment.

22 **WHEREAS**, the Administrator will issue checks for the Individual PAGA Payments and send
23 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
24 shall prominently state the date (not less than 180 days after the date of mailing) when the check will
25 be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any
26 checks, the Settlement Administrator must update the recipients' mailing addresses using the National
27 Change of Address Database.

1 **WHEREAS**, the Administrator must conduct an Aggrieved Employee Address Search for all
2 Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address.
3 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Aggrieved Employee Address
5 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees
6 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Aggrieved Employee whose original check was lost, misplaced, or requested
8 by the Aggrieved Employee prior to the void date.

9 **WHEREAS**, for any Aggrieved Employee whose Individual PAGA Payment check is
10 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
11 such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
12 Employee.

13 **WHEREAS**, payment checks shall be enclosed with a Notice to Aggrieved Employees in the
14 form attached as EXHIBIT 1.

15 **WHEREAS**, the Parties agree that after this Agreement is signed and delivered by all Parties
16 and their counsel, this Agreement and its exhibits will constitute the entire agreement between the
17 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
18 covenants, or inducements have been made to any Party concerning this Agreement or its exhibits
19 other than the representations, warranties, covenants, and inducements expressly stated in this
20 Agreement and its exhibits. This Agreement, together with the Individual Settlement, constitutes the
21 entire agreement of the parties, and both this Agreement and the Individual Settlement are contingent
22 on the Court's approval of an Order entering this Agreement.

23 This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement
24 pursuant to California Code of Civil Procedure Section 664.6, and the Parties agree to request that the
25 Court retain such jurisdiction over all Parties and PAGA Members, to the fullest extent to enforce and
26 effectuate the terms and intent of this Agreement, including after entry of Judgment, as a part of the
27 Court's Order Approving PAGA Settlement.
28

1 **WHEREAS**, the Parties and their respective counsel believe and warrant that this Agreement
2 reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement
3 through arms-length negotiations, taking into account all relevant factors, current and potential. The
4 Parties have made such investigation of the facts and the law pertaining to the matters described herein
5 and to this Agreement, as they deem necessary, and have not relied, and do not rely, on any statement,
6 promise, or representation of fact or law, made by any of the other parties, or any of their agents,
7 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
8 regard to the advisability of making and executing this Agreement, or with respect to any such matters
9 that would alter or change the terms of this Agreement. No representations, warranties, or inducements
10 have been made to any party concerning this Agreement other than those expressly set forth or referred
11 to herein.

12 **WHEREAS**, Plaintiff understands and agrees that he/she is solely responsible for all tax
13 consequences as a result of this Agreement. Therefore, Plaintiff agrees to indemnify, defend and hold
14 Defendants harmless from all tax consequences related to this Agreement arising out of his own failure
15 to pay any taxes. However, Plaintiff shall not be responsible for any employer-side payroll taxes.

16 Plaintiff represents that he is not a Medicare or Medicaid beneficiary for the claims alleged
17 herein and there are no liens and agrees to defend and indemnify Defendants from any such lien or
18 claim if they are found to exist and represents that there are no medical bills outstanding related to this
19 Action, and Plaintiff agrees to provide all information necessary to Medicaid with CMS, if any.

20 **WHEREAS**, the long-form settlement agreement will contain an ADEA provision and
21 applicable waivers (if applicable), which will contain other typical terms and conditions.

22 All notices, demands, or other communications given under this Agreement will be in writing
23 and deemed to have been duly given as of the third calendar day after mailing by United States mail,
24 addressed as follows:

25 *To Plaintiff and the Settlement Group:*

26 Sarkis Sirmabekian

27 Sirmabekian Law Firm,

28 PC3435 Wilshire Blvd., Suite 1710

1 Los Angeles, CA 90010
2 Telephone: (818) 473-5003
3 sarkis@slawla.com

4 *To Defendants:*

5 Larry A. Helfman, Esq.
6 Friedenthal, Heffernan & Brown, Llp
7 1520 W. Colorado Blvd., Second Floor
8 Pasadena, CA 91105
9 Telephone: 626-628-2848
10

11 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
12 set forth in the PAGA Settlement Agreement.

13
14 DATED: July 14, 2023

Friedenthal, Heffernan & Brown, LLP

15
16 *Larry A. Helfman*

17 By:

Larry A. Helfman
Attorneys for Defendants
18
19
20

21 DATED: August 1, 2023

Sirmabekian Law Firm PC

22
23
24 

25 By:

Sarkis Sirmabekian
Attorney for Plaintiff
26
27
28

EXHIBIT 1

Re: **NOTICE OF SETTLEMENT**

KEVIN ALFARO V. C R VISIONS, INC., et al.
Superior Court of California for the County of Los Angeles
Case Number: 22STCV33906

Date: [REDACTED]

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff Kevin Alfaro (“Plaintiff”) and C R VISIONS, INC., Robert Lewis McConnell, Harriet Lee McConnell, and Joseph L. Heinlein (“Defendants”) (collectively the “Parties”) in *Kevin Alfaro v. C R Visions, Inc., et al.*, filed in the Superior Court of California for the County of Orange (Case Number: 22STCV33906) (the “Action”). On [REDACTED], the Superior Court of California for the County of Los Angeles issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendants made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with Defendants’ business operations, the Parties have concluded that it is in the best interests of the Parties to settle.

This settlement affects certain employees and former employees of Defendants. You are receiving this Notice of Settlement because you worked for Defendants at some point from August 11, 2021 to May 31, 2023 (the date the Court approved the PAGA Settlement and entered a final order and/or Judgment) (“Claims Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the Claims Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from May 9, 2021 through the date of the final order (the “PAGA Period”), for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (1) Violation of The Private Attorneys General Act of 2004 (“PAGA”); (2) Failure to Pay Minimum Wage; (3) Failure to Compensate for All

Hours Worked (4) Failure to Pay Overtime Compensation; (5) Failure To Pay Meal Period Compensation; (6) Failure To Rest Period Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages; (11) Unfair Competition; including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employee's rights to collect civil penalties under PAGA (2698 *et seq.*).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1. XXX.XXX.XXXX.

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: August 1, 2023

At Los Angeles, California

Grigor Gregg Sirmabekhian

Grigor Gregg Sirmabekhian

SERVICE LIST

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LEWIS MCCONNELL AND JOSEPH L.
HEINLEIN*

**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](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)