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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CIVIL UNLIMITED DIVISION

RUTH JOY SEGOVIA; FARANAK KIANFAR; DIEMVY PHAM; LISA MATHEWS FITZGIBBONS; CYNTHIA GUERRERO; and RENE AMEL PERALTA; as individuals, on behalf of others similarly situated, and on behalf other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

ARTEMIS HEADLANDS, LLC, a Delaware corporation; MAURO ORMEDILLA, an individual; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 24CU020914C

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT

Assigned for All Purposes to Dept. C-75
Hon. Euketa Oliver

Hearing Date: July 17, 2026
Hearing Time: 9:00am
Dept.: C-75

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Table of Contents

TABLE OF AUTHORITIES:

Cases

Statutes

I. INTRODUCTION

Plaintiffs RUTH JOY SEGOVIA, FARANAK KIANFAR, DIEMVY PHAM, LISA MATTHEWS FITZGIBBONS, CYNTHIA GUERRERO, and RENE AMEL PERALTA (collectively "Plaintiffs") respectfully submit this memorandum in support of the unopposed Motion for Final Approval of the Proposed Class Action Settlement with Defendant Artemis Headlands, LLC, a Delaware Corporation ("Defendant") and also seek final approval of Plaintiffs' claims under the Private Attorneys General Act, Cal. Labor Code §§ 2699 *et seq.* (PAGA). The parties to this action have reached a Settlement and the Court preliminarily approved the Plaintiff's Motion for Approval of Class Settlement on December 22, 2025, with an order entered on February 6, 2026 ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, the approved Class Notice has been disseminated to the Class[1].

Plaintiffs respectfully submit this memorandum in support of the unopposed motion for final approval and the proposed entry of the Final Approval Order and Judgment, submitted herewith. After disseminating the notice to 204 members of the Class, at the time of filing, there were zero objections, and one request for exclusion[2], meaning that the entire Class besides one individual has elected to participate in the Settlement, as the opt-out period for the Class Members has now expired. This overwhelmingly positive response evidences the Class's collective approval of the settlement, and Plaintiff respectfully submits that the class settlement should be finally approved for the same reasons that the Court preliminarily approved the settlement as fair, reasonable and adequate.

II. THE SETTLEMENT BEFORE THE COURT

The proposed non-reversionary Settlement provides a Gross Settlement Amount of $485,000 to resolve all claims, including those under PAGA. (Settlement Agreement ¶ 1.24)[3]. In addition to individual payments to Class Members, the Gross Settlement Amount includes Court-approved attorneys' fees and litigation costs, a service award for Plaintiffs, a separate award for Segovia's individual claim, PAGA penalties, and Settlement Administrator expenses. After

[1] See Declaration of Cassandra Polites ("Decl. of ILYM") ¶ 7.
[2] See Decl. of ILYM ¶ 11.
[3] Capitalized terms shall have the same meaning as defined in the Agreement.

deductions, the estimated Net Settlement Amount is $207,599.50[4] to be distributed pro rata based on the number of Workweeks worked by each Participating Class Member during the Class Period and whether the Class Member is a CRU Class Member or Non-CRU Class Member. (Settlement Agreement ¶ 3.2.4). The 203 Participating Class Members are expected to receive meaningful relief, with no objections and only one request for exclusion received.

Subject to Court approval, the Settlement allocates $30,000 toward PAGA penalties, with $19,500 payable to the LWDA and $10,500 to Aggrieved Employees, regardless of the opt-out status. PAGA payments will be allocated based on Eligible Pay Periods worked during the October 31, 2023, to February 6, 2026, PAGA Period. (Settlement Agreement ¶ 1.34).

ILYM Group, Inc. has served as the Settlement Administrator and estimates final administration costs at $5,450.00.[5] The Administrator will distribute all payments within 20 days of the Effective Date. Uncashed checks will be void after the void date, with residual funds redirected to in compliance with CPP § 384(b). (Settlement Agreement ¶ 4.3 – 4.4.3).

Plaintiff seeks approval of attorneys' fees[6] in the amount of $161,650.50 (33.33% of the Gross Settlement), litigation costs of $17,881.43, (note that although costs were requested in the amount of $30,000, the hard costs expended were less which means additional money for the net settlement amount to be distributed pro rata to the Class based on the aforementioned criteria), a service award of $5,000 per Plaintiff, and a payment of $20,000 for Plaintiff Segovia's claim of Retaliation in Violation of Cal. Lab Code § 1102.5. These amounts are reasonable based on Class Counsel's work performed, lodestar cross-check, and results achieved. Supporting declarations and documentation are submitted herewith.

Given the risks of continued litigation, including certification challenges and contested liability, the Settlement represents a fair, reasonable, and adequate result for the Class. The Court should grant final approval.

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[4] See Decl. of ILYM ¶ 14.
[5] See Decl. of ILYM ¶ 22.
[6] Plaintiff has filed concurrently to this filing, a Motion for Attorney's Fees.

III. GENERAL STANDARD OF REVIEW

Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259, 265 (1997); *7-Eleven Owners for Fair Fran. v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) ("[V]oluntary conciliation and settlement are the preferred means of dispute resolution. This is especially true in complex class action litigation.").

"[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) (citing *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal. App. 3d 573, 578-579 (1980)). Courts have emphasized that there is an initial presumption that the compromise is fair and reasonable where: (1) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (2) the settlement is reached through arm's-length bargaining; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal. App.4th at 1802, citing *Newberg & Conte, Newberg on Class Actions*, (3d ed. 1992) §11.41, pp. 11-91. Here, each factor weights in favor of a presumption of fairness.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co*, 48 Cal.App.4th 1794, 1801 (1996); see also *Officers for Justice v. Civil Service Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The purpose of the requirement is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." *Dunk*, *supra*, at 1801.

The trial court has broad discretion to determine whether the settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117 (2009). The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include: (i) the strength of plaintiffs' case; (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk of maintaining class action status through trial, (iv) the amount offered in settlement, (v) the extent of discovery completed and the stage of the proceedings, (vi) the experience and views of counsel, (vii) the presence of a governmental participant, and (viii) the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc*., 168 Cal. App. 4th 116, 128 (2008).

The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801. Due regard should be given to what is otherwise a private consensual agreement between the parties. *Id*. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id*. "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" *Id*. These factors are analyzed below, and all support final approval of the class action settlement before this Court, consistent with this Court's Preliminary Approval Order.

A. THE INVESTIGATION AND ANALYSIS OF DOCUMENTS ARE SUFFICIENT TO ALLOW COUNSEL AND THIS COURT TO ACT INTELLIGENTLY

Over the course of over two years of litigation the Parties engaged in the investigation of the claims, including two mediations, the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in this matter. The procedural history and discovery and investigation performed was detailed in the Motion for Preliminary Approval for this matter.

B. THE SETTLEMENT WAS REACHED THROUGH ARM'S LENGTH BARGAINING

Prior to settlement, on May 20, 2025, the Parties participated in a mediation presided by the Honorable Lisa Cole, which was unsuccessful due to Class Counsel not having a thorough production company records and documents which included payroll data, time data, as well as the number of Pay Periods and Work Weeks at issue. Following the mediation, the parties extensively met and conferred and Defendants subsequently produced more data and documents. On August 14, 2025, the Parties attended their second all-day mediation with experienced and highly qualified Kelly Knight, Esq, where the Settlement material terms were negotiated and agreed upon after an arms-length mediation. Prior to the second mediation, Defendant provided Class Counsel with additional information for the members of the Class, including time data, and data concerning the composition and makeup of the Class. This mediation resulted in the drafting of the Settlement Agreement, which was subsequently finalized and executed by all Parties. (See Declaration of Brooke B. Nevels ("Decl. of Nevels") ¶ 12).

Defendant maintains it did not engage in any wrongdoing and has no legal liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement, especially with respect to wage and hour class actions, having previously litigated and certified similar claims against other employers. (Decl. of Nevels ¶ 44).

The fact that the settlement was negotiated with the assistance of an experienced mediator supports approval. *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. Jun 24, 2008); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476; 15 Wage & Hour Cas. 2d (BNA) 1330, at *15 (N.D. Cal. 2007) ("The settlement was negotiated and approved by experienced counsel on both sides … with the assistance of a well-respected mediator … this factor supports approval …"). During the 4-month period from August 14, 2025, to December 22, 2025, the Settlement Agreement was drafted, finalized, and executed. Thereafter, the Settlement Agreement was presented by motion to this Court for Preliminary Approval.

Finally, the thirty-three and one-third percent (33.33%) of the Gross Settlement Amount for Attorney's Fees is appropriate given the significant efforts of Class Counsel. In support thereof, Plaintiff is submitting concurrently with this Motion, their own motion for attorney's fees.

C. CLASS COUNSEL IS EXPERIENCED IN SIMILAR LITIGATION

Class Counsel in this matter have extensive class action experience, having represented persons in class action lawsuits in both employment and wage and hour class actions. Class Counsel has previously litigated wage and hour class actions involving claims similar to this case and have been approved as experienced class counsel during contested motions in state and federal courts throughout California. As such, Class Counsel is experienced and knowledgeable in this area of law, and, having participated in every aspect of the settlement discussions, has concluded the Settlement is fair, adequate, and reasonable and in the best interest of the class. (Decl. of Nevels ¶ 44).

D. THERE ARE NO OBJECTIONS AND ONLY ONE CLASS MEMBERS OPTED OUT

The reaction of the Class supports approval of the Settlement. On March 9, 2026, the Settlement Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. (Decl. of ILYM ¶ 7). There have been no objections and only one request to opt-out was received prior to the deadline. (*Id*. at ¶ 11 – 12).

The absence of any objector and only one opt-outs strongly supports the fairness, reasonableness and adequacy of the Settlement. *See In re Austrian & German Bank Holocaust Litigation*, 80 F. Supp. 2d 164, 175 (S.D.N.Y. 2000) ("If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.”); *Stoetzner v. U.S. Steel Corp*., 897 F.2d 115, 118-119 (3d. Cir. 1990) (29 objections out of 281 member class “strongly favors settlement”). Here, the widespread approval of the class is evident in light of the overwhelming participation and lack of any objection.

E. THE STRENGTH OF PLAINTIFF’S CASE AND THE RISK, EXPENSE, COMPLEXITY AND LIKELY DURATION OF FURTHER LITIGATION

The Action generally alleges that Plaintiff and other California Class Members were not properly paid for all hours worked, including time worked off-the-clock. Plaintiff and Class Members further allege they were not paid all minimum and overtime wages due, were not provided compliant off-duty meal and rest periods, were subject to unlawful time rounding practices, were not paid sick leave at the correct regular rate of pay, were not timely paid wages, and were not provided accurate itemized wage statements. The Action also alleges that Defendant failed to reimburse all necessary business expenses, and seeks unpaid wages, penalties, attorneys’ fees, litigation costs. Here, a number of defenses asserted by Defendant present serious challenges to the claims brought by Plaintiff and the other Settlement Class Members. Defendant expressly denies all allegations of wrongdoing and continues to assert that its employment practices complied with all applicable labor laws. Defendants likely would assert that Defendant's employment practices complied with all applicable Labor laws. Specifically, Defendant would likely argue that Defendants had Plaintiffs and Class Members sign a "second meal period waiver," and any first missed meal periods and any and all missed rest breaks was the Class Members own wrongdoing. (See Decl. of Nevels ¶ 34). Additionally, Defendant asserts that Class Members had approved cell phone allowance, which if true would potentially negate claims as well. (*Id*.). Defendant also indicated that the overtime rate issue only impacted the CRU Class Members. (*Id*.).

Specifically, Defendant has asserted as a defense to the nonpayment of overtime rates, that their predecessor company had elected an Alternative Workweek Schedule ("AWS") which allowed for twelve (12) hour workdays at the regular rate of pay, therefore when Defendant bought their predecessor, they also got the elected AWS with it. (*Id*. at ¶ 33). While Plaintiffs believe that this defense is not valid, Class Counsel still has to weigh in the uncertainty of these defenses, and how serious they are to the threat of the claims of Plaintiffs.

The California Supreme Court's decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), underscores the difficulty of certifying a class where liability defenses depend on individualized proof; even where plaintiffs allege uniform policies, they must still demonstrate that such policies had a consistently unlawful effect. Here, the individualized nature of several claims, combined with Defendant's assertions of compliance and prior payments, create a meaningful risk that class-wide adjudication would be unmanageable or fail on the merits.

Plaintiffs and Class Counsel, who are experienced in wage and hour class actions, have taken these risks into account, recognizing the expense and length of continued litigation, including likely appeals, which could delay resolution for years. The litigation has already been vigorously contested, including extensive investigation, discovery, and two mediations with respected mediators Hon. Lisa Cole and Kelly Knight. Class Counsel conducted a thorough analysis of payroll and employment data, issued a *Belaire-West* notice, and carefully evaluated the strength of the claims and defenses. Based on this analysis and their experience with similar cases, Plaintiff and Class Counsel assert that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

In sum, the proposed Settlement provides meaningful recovery to all Class Members (the average Individual CRU Class Payment is approximately $2,474.99[7] and the average Individual Non-CRU Class Payment is approximately $371.25[8]) while avoiding the uncertainties and delays of protracted litigation. As recognized in *Glass v. UBS Fin. Servs.*, courts favor settlements when parties face substantial litigation risks and costs. Here too, the potential for adverse rulings, the need for individualized proof, and the limited economic damages from certain claims make the Settlement a fair and pragmatic resolution, thereon warranting final approval as fair, reasonable, and adequate under the circumstances.

F. THE AMOUNT OFFERED IN SETTLEMENT

The calculations to compensate for the amount due to the Class Members at the time this Settlement was negotiated were calculated by expert Eric Lietzow of Desmond, Marcello & Amster. Eric Lietzow analyzed the data for scores of putative class members to determine the potential maximum damages for the class claims.

Based on the calculations estimated by Eric Lietzow at the time, it was determined that damages included the following: approximately $671,545.76 in damages for unpaid overtime; $15,037.30 in meal break violations; $2,410,259.01 in rest break violations; $425,356.80 in waiting time penalties; and, $471,900.00 in wage statement penalties. In total, estimated damages for Plaintiff and the Class Members amount to $3,994,098.87. This figure does not include the value of the PAGA claims.

Consequently, the Gross Settlement Amount represents 12.1% of the value of the potential maximum damages at issue for this case, assuming these amounts could all be proven in full at trial. The above calculations should then be adjusted in consideration for both the risk

[7] See Decl. of ILYM ¶ 18.
[8] See Decl. of ILYM ¶ 19.

of certification and the risk of establishing class-wide liability on all claims. Particularly, the fact that Defendants claim the overtime issues did not apply to Non-CRU Members.

The average settlement amount per CRU Class Member will be $2474.99 and the average settlement amount per Non-CRU Class Member will be $371.25, which represents significant compensation for the Class Members. Plaintiffs argue that this Settlement in this case is fair, reasonable and adequate considering the Defendant's potential defenses to Plaintiffs' claims, the risk of the class becoming certified, and the total amount of the Settlement compared to the potential estimated available settlement.

G. Enhancements to Class Representatives are Justified

Requests for approval of enhancement/incentive payments to class representatives must include evidentiary support consistent with the parameters outlined in *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 804-07 (2009). Relevant factors to consider in deciding whether such an award is warranted include (i) the actions the plaintiff has taken to protect the interests of the class; (ii) the degree to which the class has benefitted from those actions; (iii) the amount of time and effort the plaintiff expended in pursuing the litigation; (iv) the risk to the class representative in commencing suit, both financial and otherwise; (v) the notoriety and personal difficulties encountered by the class representative, (vi) the duration of the litigation; and (vii) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *See Cook v. Niedert,* 142 F.3d 1004, 1016 (7th Cir.1998); *see also Van Vranken v. Atlantic Richfield Co*., 901 F.Supp. 294, 299 (N.D.Cal.1995).

Here, Plaintiffs Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta deserve and should be awarded enhancements for the dedication of their personal time and energies toward the protection of the class. As outlined in their respective declarations, the Class Members engaged in the discovery process, dedicated significant time working with their respective attorneys to provide the specific facts and insight necessary to prosecute the case and achieve a positive result for each of the 203 Class Members.

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V. THE REQUESTED SERVICE AWARD IS REASONABLE

A $5,000 service award to each of Plaintiffs Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Matthew Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta are fair and appropriate given their time, risk, and substantial efforts on behalf of the Class. The Settlement Agreement authorizes this amount, Defendant does not oppose it, and no Class Member objected to the request. (Settlement Agreement ¶ 3.2.1).

Courts evaluating service awards consider: (1) actions taken to benefit the class; (2) the class benefit resulting from those actions; (3) time and effort expended; (4) risks assumed, both financial and reputational; (5) any personal difficulties encountered; (6) the length of litigation; and (7) the absence of direct benefit to the representative. *See Clark v. American Residential Servs.*, 175 Cal.App.4th 785, 804–07 (2009); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

Here, Plaintiffs participated in discovery, reviewed case documents, maintained communication with Class Counsel, and assisted in preparing for settlement. They also undertook personal risk, including the potential for liability for costs and reputational harm from acting as named plaintiffs against his former employer. Plaintiffs are also providing a broader release than the rest of the Class.

The Declarations of Segovia, Kianfar, Pham, Fitzgibbons, Guerrero, and Peralta detail this involvement, and the Declaration of Nevels lists numerous wage and hour class actions in which California courts have approved similar or greater awards. Courts regularly approve service awards in the $5,000–$10,000 range, and sometimes substantially higher. See *Mathein v. Pier 1 Imps.*, U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) ($12,500); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) ($10,000); *Glass v. UBS Fin. Servs.*, U.S. Dist. LEXIS 8476, at *51–52 (N.D. Cal. 2007) ($25,000). Plaintiffs' efforts directly enabled recovery for 203 Class Members and the resolution of complex claims. Accordingly, the requested $5,000 service award is well supported and should be approved.

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VI. PLAINTIFF RUTH JOY SEGOVIA'S CLAIM OF RETALIATION IS REASONABLE

A $20,000 award to Plaintiff Ruth Joy Segovia in resolution of her individual retaliation claim is fair, reasonable, and appropriate in light of the nature and value of that claim. Defendants do not oppose the requested payment, and none of the named Plaintiffs object to the award. (See Declaration of Ruth Joy Segovia ¶ 14; Declaration of Faranak Kianfar ¶ 12; Declaration of Diemvy Pham ¶ 12; Declaration of Lisa Fitzgibbons ¶ 12; Declaration of Cynthia Guerrero ¶ 12; and Declaration of Amel Peralta ¶ 12).

Moreover, the Class Notice, disseminated on March 9, 2026, expressly disclosed that Plaintiff Ruth Joy Segovia would receive a $20,000 individual award in connection with the settlement. (Decl. of ILYM ¶ 12). No Class Member objected to or challenged the proposed award during the notice period. (*Id.*). The absence of any objection from either the named Plaintiffs or the Class Members further demonstrates that the award is fair, reasonable, and consistent with the overall settlement. Accordingly, the requested $20,000 award to Plaintiff Ruth Joy Segovia for her Retaliation claim is well supported and should be approved.

VII. CONCLUSION

Plaintiffs respectfully submit this brief in support of their proposition that the proposed settlement satisfies the standard of fairness established in California law and should therefore be finally approved as fair, reasonable, and adequate. Plaintiffs further request entry of the Final Approval Order and Judgment submitted herewith.

Date: June 16, 2026

NEVELS NICHOLS, LLP

By: Brooke B. Nevels
BROOKE B. NEVELS
CHRISTOPHER E. NICHOLS
Attorneys for PLAINTIFFS

PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen years and not a party to the case. My business address is 10650 Treena Street, Suite 212, San Diego, California 92131. On Friday, June 19, 2026, I served a copy of the following documents:

- **Motion for Final Approval – Notice**
- **Motion for Final Approval – [Proposed] Judgment**
- **Motion for Final Approval – Memorandum of Points and Authorities**
- **Motion for Final Approval – Declaration of Brooke B. Nevels**
- **Motion for Final Approval – Declaration of Ruth Joy Segovia**
- **Motion for Final Approval – Declaration of Faranak Kianfar**
- **Motion for Final Approval – Declaration of Diemvy Pham**
- **Motion for Final Approval – Declaration of Lisa Mathews Fitzgibbons**
- **Motion for Final Approval – Declaration of Cynthia Guerrero**
- **Motion for Final Approval – Declaration of Rene Amel Peralta**
- **Motion for Final Approval – Declaration of ILYM Group**

[**X**] **By Electronic Service**: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[ ] **By Mail**: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

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Labor and Workforce Development Agency ("LWDA") ONLY VIA ONLINE FILING:
Submitted electronically via the LWDA's online PAGA filing portal at:
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Friday, June 19, 2026, at San Diego, California.

NOAH ADAMS

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