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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

BLANCA RIVERA and GUSTAVO
HERNANDEZ, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

LEGENDARY STAFFING, INC. dba
FOR LEGENDARY STAFFING, a
California corporation; ATLANTIC
SOLUTIONS GROUP, INC., a Delaware
Corporation; EMPIRE WORKFORCE
SOLUTIONS, an entity of unknown
form; BARONHR, LLC dba THE
BARONHR FAMILY OF STAFFING
COMPANIES, a Delaware limited
liability company; VALLEY FINE
FOODS COMPANY, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CU23-01485

CLASS ACTION

Assigned for All Purposes To:

Hon. Stephen Gizzi

Dept.: 3

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
PAGA SETTLEMENT**

Hearing Information:

Date: September 18, 2026

Time: 9:00 a.m.

Dept.: 3

Original Complaint Filed: May 17, 2023

First Amended Complaint Filed: August 23, 2023

Trial Date: None Set

DAVID YEREMIAN & ASSOCIATES, INC.

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Attorneys for Plaintiff GUSTAVO HERNANDEZ on
behalf of himself and others similarly situated

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff GUSTAVO HERNANDEZ's ("Plaintiff") Motion for Preliminary Approval of
3 Class and PAGA Settlement ("Motion") came before this Court in Department 3 before the
4 Honorable Stephen Gizzi. The Court having reviewed the Joint Stipulation of Class and
5 PAGA Settlement ("Agreement" or "Settlement") entered into between Plaintiff and
6 Defendant Valley Fine Foods Company, LLC (collectively, the "Parties") and considered the
7 papers, the arguments of counsel, and all other evidence and matters presented, and good cause
8 appearing:

9 **IT IS ORDERED** that the Motion is **GRANTED**, subject to the following findings
10 and orders:

11 1. The Court grants preliminary approval of the Parties' settlement based upon
12 the terms set forth in the Agreement attached to the Declaration of Enoch J. Kim as Exhibit 1.
13 All terms used herein have the same meaning as defined in the Agreement. The settlement
14 terms set forth in the Agreement appears to be fair, adequate and reasonable to the Class and
15 PAGA Members.

16 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
17 adequate and reasonable; (b) the Maximum Settlement Amount and Net Settlement Amount are
18 fair, adequate and reasonable when balanced against the probable outcome of further litigation
19 relating to liability and damages issues; (c) sufficient investigation and research have been
20 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
21 respective positions; (d) settlement at this time will avoid additional costs by the Parties, as
22 well as avoid the delay and risks that would be presented by the further prosecution of the
23 Action; and (e) the Settlement has been reached as the result of non-collusive, arms-length
24 negotiations.

25 3. A final fairness hearing on the question of whether the Settlement, Attorneys'
26 Fees and Costs to Class Counsel, Plaintiff's Enhancement Payment, PAGA Allocation, and
27 Administration Expenses should be finally approved as fair, reasonable and adequate as to the
28 members of the Class is scheduled in Department 3 on the date and time set forth below.

1 4. This Court approves, as to form and content, the Class Notice, in substantially
2 the form attached hereto as **Exhibit 1**. The Court approves the procedure for Class Members to
3 participate in, to opt out of, and/or to object to, the Settlement as set forth in the Agreement and
4 the Class Notice.

5 5. The Court directs the mailing of the Class Notice by first class mail to the Class
6 and PAGA Members in accordance with the Implementation Schedule set forth below. The
7 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in
8 the Implementation Schedule, meet the requirements of due process and provide the best notice
9 practicable under the circumstances and will constitute due and sufficient notice to Class and
10 PAGA members.

11 6. The Court concludes that, for settlement purposes only, the Class is
12 preliminarily and conditionally certified and meets the requirements for certification under
13 section 382 of California Code of Civil Procedure in that: (1) the Class is ascertainable and so
14 numerous that joinder of all members of the Class is impracticable; (b) common questions of
15 law and fact predominate, and there is a well-defined community of interest amongst the
16 members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims
17 are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
18 protect the interest of the members of the Class; (e) a class action is superior to other available
19 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to
20 act as counsel for the Plaintiff in his individual capacity and as the representative of the Class.
21 The Class is defined as all temporary non-exempt individuals who were placed by Defendant
22 BaronHR and/or Legendary Staffing to work at Defendant Valley Fine Foods Company, LLC
23 in California from May 17, 2019, through November 5, 2024.

24 7. The Court confirms Plaintiff Hernandez as the Class Representative, and David
25 Yeremian, Esq. of the law firm David Yeremian & Associates, Inc. and Roman Shkodnik, Esq.,
26 Enoch J. Kim, Esq., and Amanda Fazio, Esq. of the law firm D.Law, Inc. as Class Counsel.

27 8. The Court confirms Apex as the Administrator.

28 9. The Court approves the proposed procedures, as set forth in the Agreement for:

1 seeking exclusion from the Settlement by submitting to the Administrator a valid and timely
2 Request for Exclusion; objecting to the Settlement by filing with the Court and submitting to
3 the Administrator a written objection; and disputing credited workweeks by submitting to the
4 Administrator a valid and timely Workweek Dispute.

5 10. A Final Approval Hearing will be held before this Court on the date and time
6 indicated in the Implementation Schedule below in Department 3 of the Superior Court of
7 California for the County of Solano located at 580 Texas St., Fairfield, California, 94533, to
8 determine all necessary matters concerning the Settlement, including: whether the proposed
9 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
10 adequate, and reasonable and should be finally approved by the Court; whether a judgment,
11 as provided in the Agreement, should be entered; whether the plan of allocation contained in
12 the Settlement should be approved as fair, adequate, and reasonable to the Class Members;
13 and determine whether to finally approve the allocations and requests for Class Counsel's
14 Fees and Costs, Plaintiff's Enhancement Payment, Administration Expenses, and PAGA
15 Allocation. Class Counsel will file a motion for final approval of the Settlement and for Class
16 Counsel's Fees and Costs, Plaintiff's Enhancement Payment, and Administration Expenses,
17 along with the appropriate declarations and supporting evidence, including the
18 Administrator's declaration in accordance with California Code of Civil Procedure section
19 1005(b) (i.e., 16 court days prior to the Final Approval Hearing).

20 The Court orders the following **Implementation Schedule** for further proceedings:

	Event	Date
21 a.	Deadline for Defendants to Submit 22 Class Data to Administrator	[30 calendar days after Order granting preliminary Approval]
23		
24		
25 b.	Deadline for Administrator to Mail Class 26 Notice to Class and PAGA Members	[45 calendar days after Order granting preliminary Approval]
27		
28		

c.	Deadline for Class Members to Postmark Workweek Dispute	[30 calendar days after mailing of the Class Notice]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Class Notice]
e.	Deadline for Receipt by Court and Administrator of any objections to Settlement	[60 calendar days after mailing of the Class Notice]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel's Attorneys' Fees and Costs and Plaintiff's Enhancement Payment	[16 Court days before Final Approval Hearing]
g.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendants]
i.	Final Approval Hearing	Date: Time:

11. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

IT IS SO ORDERED.

Dated: _____

Hon. Stephen Gizzi
Judge of the Superior Court

EXHIBIT 1

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

Blanca Rivera and Gustavo Hernandez v. Legendary Staffing, Inc. dba for Legendary Staffing, et. al.; and Does 1 through 50, inclusive; Solano Superior Court Case No. CU23-01485.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.

I. BACKGROUND OF THE CASE

On August 22, 2023, former employee Gustavo Hernandez (“Plaintiff”) filed a lawsuit alleging wage and hour violations on a class-wide basis and seeking penalties under the California Private Attorney General Act (“PAGA”) against Valley Fine Foods Company, LLC and Legendary Staffing, Inc. dba For Legendary Staffing and BaronHR, LLC dba The BaronHR Family of Staffing Companies (“Defendants”) (Plaintiff and Defendant are collectively referred to as the “Parties”). The lawsuit was filed in Superior Court of the State of California for Solano County (“Court”), Case No. CU23-01485 (the “Action”).

The Action alleges Defendants failed to pay minimum wages, regular wages, and overtime, failed to provide compliant meal periods and associated premiums; failed to provide compliant rest periods and associated premiums; failed to provide compliant wage statements; failed to timely pay wages upon termination; and therefore, engaged in unfair competition and owes penalties under PAGA.

Defendants deny all claims, deny that Plaintiff and the Class Members are entitled to any recovery, and assert affirmative defenses in response to Plaintiff’s claims.

The Action has been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all temporary non-exempt individuals who were placed by Defendant BaronHR and or Legendary Staffing to work at Defendant Valley Fine Foods Company, LLC in California during the Class Period (defined as May 17, 2019 through November 5, 2024) (“Class Members”); and
- (2) all temporary non-exempt individuals who were placed by Defendant BaronHR and/or Legendary Staffing to work at Defendant Valley Fine Foods Company, LLC in California during the PAGA Period (defined as May 17, 2022 through November 5, 2024) (“PAGA Members”)

II. ESTIMATED INDIVIDUAL PAYMENT

You have received this notice because Defendants' records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendants' records, your Individual Class Payment is estimated to be \$ [REDACTED] (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants' records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant Valley Fine Foods Company, LLC agrees to pay the Maximum Settlement Amount of One Hundred Sixty Thousand Dollars (\$160,000.00), which is inclusive of all amounts Defendant Valley Fine Foods Company, LLC is required to pay under the Settlement, including all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to PAGA Members, the LWDA Payment, Plaintiff's Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$13,200.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$10,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Payments to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$53,333.33.00 (one-third of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$7,500.00 as Plaintiff's Enhancement Payment for Plaintiff in recognition of his effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court the Administrator will distribute the remaining amount (the “Net Settlement Amount”) as Individual Class Payments to Participating Class Members. The Individual Class Payments to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendants.

4. Each Individual Class Payment to a Participating Class Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members’ PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Payments. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Payments. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendants and the Released Parties from the Released Claims as described below. Additionally, every PAGA Member will release Defendants and the Released Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. “Released Parties” means (i) Defendants, (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Plaintiff and all Participating Class Members. As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest-break liability under Labor Code § 226.7; (5) violation of labor code § 226(a); (6) penalties pursuant to Labor Code § 203; (7) violation of Business & Professions Code § 17200 et seq.; and 8) penalties pursuant to Labor Code § 2699, et seq. (PAGA), and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, and 17200-17208 during the Class Period (May 17, 2019 to November 5, 2024) (“Released Claims”).

c. Release By Plaintiff, PAGA Members and State of California. As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the May 17, 2023 LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 et seq.) related (1) failure to pay minimum wages, (2) failure to pay wages and overtime in violation of Labor Code §§ 510, (3) meal period liability under Labor Code §§ 226.7 and 512, and penalties, (4) rest break liability under Labor Code § 226.7 and penalties, (5) failure to issue accurate and itemized wage statements in violation of Labor Code § 226, (6) failure to issue semimonthly payments in violation of Labor Code § 204, (7) failure to keep records in accordance with Labor Code § 1174, (8) waiting time penalties pursuant to Labor Code § 203, (9) unfair competition under Business and Professions Code § 17200, et seq., and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.5, et seq, 2926, 2927, during the PAGA Period (May 17, 2022 to November 5, 2024) (“Released PAGA Claims”). This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendants’ current or former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the PAGA Period.

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendants during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendants and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	If you do not wish to participate in the Class Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action, and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. PAGA Members may not opt out of the PAGA

	Settlement and will receive an Individual PAGA Payment and be deemed to release the Released PAGA Claims.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 3 of the Superior Court of California for the County of Solano located at 580 Texas St., Fairfield, California 94533. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It is possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.
You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is [DATE]	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendant's records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendants' records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.

V. HOW TO CONTACT THE ADMINISTRATOR

[ADMINISTRATOR]

[ADDRESS 1]

[ADDRESS 2]

Telephone: [NUMBER]

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Class Action and PAGA Settlement” which can be accessed at <<[ADMIN’S WEBSITE]>>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Solano County Superior Court at 580 Texas St, Fairfield, California 94533.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

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Roman Shkodnik, Esq.
Enoch J. Kim, Esq.
Amanda Fazio, Esq.
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david@yeremianlaw.com
r.shkodnik@d.law
a.fazio@d.law
e.kim@d.law

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT
ADMINISTRATION PROCESS.**

BY ORDER OF THE SUPERIOR COURT.