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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 **Ana Molina**, individually on behalf of
17 all similarly situated individuals,

18 Plaintiff,

19 v.

20 **LattCo Services, Inc.**, a California
21 Corporation; **Valerie Latta**, an
22 individual; and **Does 1-100**, inclusive,

23 Defendants.
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27
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CASE NO. 23CV010964

[Assigned for all purposes to the Hon. Lauri
A. Damrell; Dept. 22]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA
REPRESENTATIVE ACTION**

Case Filed: November 1, 2023
Trial Date: Not Set

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STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and between Ana Molina (“Plaintiff” or “Ms. Molina”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and LattCo Services, Inc. (“LattCo”), and Valerie Latta (“Latta,” collectively with LattCo, “Defendants”) (collectively with Plaintiff, the “Parties”).

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Molina v. LattCo Services, Inc., et al.*, Sacramento Superior Court Case No. 23CV010964 (the “Lawsuit”) on the following terms and conditions:

RECITALS

1. On October 31, 2023, Plaintiff Ana Molina sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint. Later that day, Plaintiff filed a Complaint with a cause of action for civil penalties pursuant to PAGA in Sacramento County Superior Court.

2. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and deny that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

4. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for

1 the purpose of compromising disputed claims and that nothing herein is an admission of
2 any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is
3 not approved, it will be of no force or effect, and the Parties shall be returned to their original
4 respective positions.

5 5. Because this is not a settlement of a class action but a PAGA settlement on
6 behalf of the State of California, no person can (a) object to the settlement after the Court's
7 Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at
8 any time before or after the Approval Order is made.

9 6. The Parties agree to abide by the terms of the Settlement Agreement in good
10 faith and to support the Settlement Agreement fully and to use their best efforts to defend
11 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

12 7. On February 25, 2025, the Parties participated in a mediation with Daniel J.
13 Turner, Esq., a mediator in the field of employment law and wage-and-hour class actions
14 (the "Mediator"). With the assistance of the Mediator, the Parties were able to reach
15 agreement on the principal terms of a PAGA settlement, which have now been expanded
16 upon in this Stipulation.

17 8. The settlement discussions before and during mediation were conducted at
18 arm's length and the settlement of the Action is the result of an informed and detailed
19 analysis of Defendants' potential liability in relation to the costs and risks associated with
20 continued litigation.

21 9. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant
22 investigation during the prosecution of the Action. This investigation included, among other
23 things, (a) numerous telephonic calls and written communications with Plaintiff; (b)
24 inspection and analysis of payroll and timekeeping documents for statistically significant
25 20% sampling of the Aggrieved Employees, and other information produced by Plaintiff and
26 Defendants, including relevant policy documents, Plaintiff's complete personnel file, and
27 representative wage statements for the Aggrieved Employees; (c) research of the applicable
28 law with respect to the claims asserted in the Action and the potential defenses thereto; (d)

1 investigation into the viability of collective treatment of the claims asserted in the Action;
2 (e) analysis of the legal positions taken by Defendants, including information sufficient to
3 understand Defendants' potential defenses to Plaintiff's claims; (f); assembling and
4 analyzing of data for calculating damages; and (g) hiring an expert to prepare an analysis
5 and accounting of Defendants' exposure for civil penalties.

6 10. The informal discovery and investigation conducted in this matter, as well as
7 discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's
8 Counsel a sound understanding of the merits of the Parties' positions and to evaluate the
9 risks of continued litigation and the value of the Aggrieved Employees' claims. The
10 information exchanged by the Parties through discovery and settlement discussions were
11 sufficient to allow Class Counsel to reliably assess the merits of the Parties' respective
12 positions and to compromise the issues on a fair and equitable basis.

13 11. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action,
14 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
15 Plaintiff's Counsel recognize and acknowledge the expense and delay of continued lengthy
16 proceedings necessary to prosecute the Action against Defendants through trial and appeals.
17 Plaintiff's Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the
18 risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and
19 delays inherent in such litigation; and 4) the potential risk of trying the claims of the
20 Aggrieved Employees. Plaintiff's Counsel is mindful of the potential problems of proof
21 under, and possible defenses to, the claims alleged in the Action and litigation of those
22 claims on a representative basis.

23 12. Based on their own independent investigation and evaluation, Plaintiff's
24 Counsel has determined that the Settlement set forth in the Stipulation is in the best
25 interests of Plaintiff and the PAGA Settlement Members. Plaintiff's Counsel believes that the
26 Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff
27 and the PAGA Settlement Members, and that an independent review of this Settlement
28 Agreement by the Court will confirm this conclusion.

11 14. The following terms, when used in this Settlement Agreement, shall have the
12 following meanings:

13 15. “PAGA Settlement Member List” shall mean a complete list of all PAGA
14 Settlement Members that Defendants will diligently and in good faith compile from its
15 records and provide to the Settlement Administrator no later than 5 calendar days after the
16 entry of a Court Order approving the Settlement. The List will be formatted in a readable
17 Microsoft Office Excel spreadsheet and will include, to the extent in the possession of
18 Defendant or its agents, PAGA Settlement Members’ names; last-known addresses; last-
19 known telephone numbers; last-known email address; social security numbers; start dates
20 of employment; end dates of employment; and Defendant’s best estimates of the number of
21 weeks worked by each PAGA Settlement Member during the PAGA Period.

22 16. “Effective Date” means the date on which the settlement embodied in this
23 Settlement Agreement shall become effective and is the date after all of the following events
24 have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendant;
25 and (ii) the Court has filed a Notice of Entry of Order granting approval of the Settlement.

26 17. “Eligible Pay Period” means any pay period from October 31, 2022 through
27 February 25, 2025. Pay periods are calculated on a bi-weekly basis.

1 18. "Final Funding Date" means the earlier of (1) the date the Gross Settlement
2 Amount is fully funded, or (2) February 27, 2026.

3 19. "Initial Funding Date" means the latter of (1) five calendar days after the
4 "Effective Date" or (2) July 30, 2025.¹

5 20. "LWDA" means the California Labor and Workforce Development Agency.

6 21. "PAGA Release Period" means the period from October 31, 2022 through
7 February 25, 2025.

8 22. "PAGA Released Claims" shall mean the *limited* release being given by the
9 State of California and PAGA Release Members for those claims for civil penalties, interest,
10 fees or costs under PAGA (Labor Code § 2698, *et seq.*) that were alleged, or could have been
11 alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, which are
12 claims under PAGA for civil penalties arising under Labor Code §§ 201, 202, 203, 204,
13 206.5, 210, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 246.5, 248, 248.2, 248.5, 510, 512,
14 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1401, and 2802 under the applicable
15 Wage Orders.

16 23. "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as
17 memorialized in this Agreement.

18 24. "PAGA Settlement Members" shall mean all current and former non-exempt
19 employees of LattCo Services, Inc. who worked at least one shift in California from October
20 31, 2022 through February 25, 2025. Defendants represent that there are approximately 630
21 PAGA Settlement Members who worked 10,054 pay periods from the beginning of the PAGA
22 Release Period through January 25, 2025. Plaintiff has relied upon this material
23 representation in entering into this Settlement.

24 25. "Plaintiff's Counsel" means Elliot J. Siegel of King & Siegel LLP and Xavier
25 Villegas of the Law Offices of Xavier Villegas.

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27 ¹ Defendants shall fund the Settlement in 8 equal monthly installments commencing
28 30 days after the Initial Payment and terminating on February 27, 2026 ("Monthly
Payments") to be paid on the last calendar day of each month.

1 26. “Released Parties” shall mean Defendants LattCo Services, Inc., a California
2 Corporation and its former, present and future owners, parents, subsidiaries, affiliated
3 companies, and all of its current, former and future officers, directors, managers, executive-
4 level employees, employees, consultants, partners, shareholders, joint venturers, agents,
5 successors, assigns, accountants, insurers, or legal representatives, including Defendant
6 Valerie Latta.

7 27. “Settlement Administrator” means Simpluris, Inc., who provided the most
8 cost-effective quote for administration.

9 28. “Notice” means the Notice of PAGA Payment, substantially in the form
10 attached as **Exhibit A**.

11 29. “Order and Judgment” means the Court order granting approval of the
12 Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

13 **TERMS OF AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
15 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

16 30. Gross Settlement Amount. In consideration for the covenants, promises,
17 waivers, and releases contained in this Agreement, and subject to Court approval,
18 Defendants shall pay the sum of \$425,000.00 (“Gross Settlement Amount”) in full and final
19 settlement of the PAGA Representative Claims and the Lawsuit on or before the Final
20 Funding Date. The Gross Settlement Amount is non-reversionary.

21 31. Escalator Clause. Defendants have represented that there are 630 Aggrieved
22 Employees who worked 10,054 pay periods from the beginning of the PAGA Release Period
23 through January 25, 2025. Plaintiff has relied upon this material representation in entering
24 into this Settlement. Should the number of pay periods worked by Aggrieved Employees
25 covered by this Settlement increase by 10%, the Gross Settlement Amount shall increase by
26 1% for each percentage increase over that 10% threshold. If the Escalator Clause is triggered
27 and the Gross Settlement Amount increases, Class Counsel shall have the right to seek
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1 attorney's fees up to one-third of the increased Gross Settlement Amount, paid from the
2 increased Gross Settlement Amount.

3 32. Attorney's Fees and Costs. Subject to Court approval, Defendants will not
4 oppose Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement
5 Amount, and for costs not to exceed \$25,000, to be paid out of the GSA. Should the Court
6 reduce Plaintiff's Counsel's Attorney's Fees and/or Costs, any such reduction shall revert to
7 the Net Settlement distributed to PAGA Settlement Members. In the event that the Court
8 reduces or does not approve the requested Plaintiff's Counsel Fee Award and costs, Plaintiff
9 and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain
10 binding, and Plaintiff shall not appeal any judgment or order on that basis.

11 33. Plaintiff's Incentive Award. In recognition of her efforts and work in
12 prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the
13 Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA
14 Representative Enhancement Payment of up to a total of \$5,000.00 to the Named Plaintiff,
15 Ana Molina, subject to the Court's approval. The PAGA Representative Enhancement
16 Payment, which will be paid from the Gross Settlement Amount, is in addition to the
17 payment to which she is entitled as PAGA Settlement Member. The Settlement
18 Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named
19 Plaintiff, and the Named Plaintiff shall be solely and legally responsible for correctly
20 characterizing this compensation for tax purposes and for paying any taxes on the amount
21 received. Should the Court reduce the Named Plaintiff Enhancement Payment, any such
22 reduction shall revert to the Net Settlement distributed to PAGA Settlement Members.

23 34. Plaintiff's Individual Arbitration Claims Settlement Amount. In exchange for
24 her general release, which includes release of her individual claims asserted in arbitration,
25 the Parties agree that Plaintiff shall be paid \$7,500 out of the Gross Settlement Amount
26 ("Individual Settlement Payment"). The Named Plaintiff agrees to execute a separate general
27 release of all claims, including a waiver of California Civil Code § 1542, against Defendants
28 in exchange for this Payment, which this Stipulation includes. The Individual Settlement

1 Payment is contingent upon Plaintiff's execution of and compliance with the separate
2 Agreement.

3 35. Settlement Costs. The Settlement Administrator will be paid for the reasonable
4 costs of administration of the Settlement and distribution of payments from the Gross
5 Settlement Amount, which is capped at no more than \$25,000.00. Any unused amounts will
6 revert to the Gross Settlement Amount.

7 36. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross
8 Settlement Amount *minus* Settlement Administration Costs, Plaintiff's Counsel's Fees and
9 Costs, the PAGA Representative Enhancement Payment, and Plaintiff's Individual
10 Arbitration Claims Settlement Amount. The remaining amount shall be referred to as the
11 Net Settlement Amount and shall be allocated for payment of PAGA civil penalties as
12 follows: (i) 75% of the Net Settlement Amount shall be distributed to the LWDA; and (ii)
13 25% of the Net Settlement Amount shall be distributed to the PAGA Settlement Members,
14 as set forth in the version of Labor Code section 2699(i) effective as of the date of filing of
15 the Lawsuit.

16 37. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall
17 not in any way be construed as an admission by Defendants and/or any of the Released
18 Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved
19 Employees. Defendants specifically disclaim any liability to, or wrongful acts against
20 Plaintiff, on the part of themselves, and/or any respective parents, subsidiaries, affiliates,
21 predecessors, successors, officers, directors, employees, or agents. Defendants deny that
22 there is any factual evidence or legal basis to support any claims or Labor Code violations
23 that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on her own
24 behalf.

25 38. Release by PAGA Settlement Members and the LWDA. As of the Final Funding
26 Date, and in consideration of the mutual promises and consideration set forth in this
27 Agreement, Plaintiff, the PAGA Settlement Members, and the LWDA are deemed to release
28 against the Released Parties the PAGA Released Claims. The PAGA Released Claims are

1 expressly limited to claims for PAGA penalties, including interest, and fees or costs, and not
2 any underlying predicate claims or causes of action. This release will only become effective
3 upon the Final Funding Date.

4 39. PAGA Settlement Administrator and Distribution Method. The PAGA
5 Settlement Administrator shall process and distribute the Gross and Net Settlement
6 Amounts in accordance with this Agreement.

7 40. The Parties agree that the Settlement Administrator shall establish a Qualified
8 Settlement Fund (“QSF”) that is intended to be pursuant to Section 468B of the Code and
9 Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement
10 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open
11 and administer a settlement account in such a manner as to qualify and maintain the
12 qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code
13 and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax
14 reporting, return, and filing requirements with respect to the QSF (if any is required); and
15 (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the
16 opening and administration of the QSF and the performance of its duties and functions as
17 described in this Agreement. The aforementioned fees, costs, and expenses shall be treated
18 as and included in the costs of administering the QSF by the Settlement Administration.

- 19 a. The Net Settlement Amount shall be available for distribution to the PAGA
20 Settlement Members and the LWDA consistent with Labor Code section
21 2699(i) and shall be allocated as follows: 75% to the LWDA (“LWDA
22 Payment”) and 25% to the PAGA Settlement Members (“PAGA Settlement
23 Members Payment”). Each PAGA Settlement Member will receive a pro rata
24 share of the PAGA Settlement Members Payment based on their Eligible Pay
25 Periods relative to the total Eligible Pay Periods of all PAGA Settlement
26 Members (“Individual PAGA Settlement Member Payment”). The Settlement
27 Administrator will calculate each PAGA Settlement Member’s pro rata share
28 of the PAGA Settlement Members Payment.

- b. After 5 calendar days from the entry of a Court's Order and Judgment approving the Settlement, Defendants will send to the Settlement Administrator the PAGA Settlement Member List. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiff's Counsel or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the Settlement, including to resolve any dispute over the amount of a PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.
- c. Defendants shall fund the first installment of the settlement within the latter of (1) five calendar days of the "Effective Date" or (2) July 30, 2025, in the amount of no less than \$185,000 (the "Initial Payment").
- d. Thereafter, Defendants shall pay the remainder of the Settlement in 8 equal monthly installments commencing 30 days after the Initial Payment and terminating on February 27, 2026 (the "Monthly Payments") to be paid on the last calendar day of each month.
- e. Within five days after sufficient monies have accrued to pay Plaintiff's Individual Settlement Payment, Plaintiff's service payment, attorneys' fees and costs to Plaintiff's counsel, and PAGA Settlement Members' individual portions of the Gross Settlement Amount, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff's Individual Settlement Payment, service payment, and attorneys' fees and costs to Plaintiff's counsel, and individual portions to the PAGA Settlement Members. Within 5 days after the Final Funding Date, the PAGA Settlement Administrator shall distribute the amounts owed to the LWDA.
- f. The distribution to the Aggrieved Employees will be accompanied by a notice ("PAGA Notice") approved by the Court (in substantially the form attached as

1 **Exhibit A)** along with the Individual PAGA Settlement Member Payment to
2 the individuals in the PAGA Data. For any mailings returned as undeliverable
3 or notifying the Settlement Administrator that the PAGA Settlement Member
4 is no longer at the address provided in the PAGA Settlement Member List, the
5 PAGA Settlement Administrator shall perform a skip-trace on that individual
6 using the National Change of Address database and other source(s) as
7 necessary and will have fourteen (14) calendar days to re-mail the Notice and
8 payment to the new address found in the skip-trace.

9 g. PAGA Settlement Members shall have one-hundred and eighty (180) calendar
10 days to cash their Individual PAGA Settlement Member Payment checks under
11 this Agreement. Any checks not deposited or cashed within the one-hundred
12 and eighty (180) days will be voided and will not be reissued. Any funds from
13 voided checks to PAGA Settlement Members will be sent by the Settlement
14 Administrator to the State of California Unclaimed Property Fund through the
15 State Controller's Office in the name of the PAGA Settlement Member within
16 thirty (30) calendar days after the check-cashing deadline prescribed herein.

17 h. Because the Individual PAGA Settlement Member Payments are in
18 compromise and settlement of claims for civil penalties, the entirety of these
19 payments will be treated as non-wage income that is not subject to any
20 withholdings or deductions. The Enhancement Payment to Plaintiff is not
21 wages, will not be subject to deductions or withholdings, and will be reported
22 as 1099 income. The PAGA Settlement Administrator shall be responsible, to
23 the extent necessary based on the amount of a payment, for all tax reporting
24 and documentation related to the PAGA Settlement Member Payments, as
25 well as all other payments made under the Agreement. Plaintiff and Plaintiff's
26 Counsel each agree to hold Defendants and the Released Parties harmless
27 from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's
28 Counsel as a result of any taxing authority assessing any tax or penalty upon

Defendants as a consequence of any tax being due and unpaid on each of their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendants nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendants herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendants for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendants' nor Plaintiff's counsel have provided any tax-related advice whatsoever.

i. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payment will be accompanied by a Notice informing PAGA Settlement Member why they are receiving payment substantially in the form of **Exhibit A**.

j. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing to be set by the Court.

41. Plaintiff's Release and Obligations. In exchange for the Individual Arbitration Claims Settlement Amount referenced above, and in addition to Plaintiff's release of the

1 PAGA Released Claims, Plaintiff and her heirs, family members, executors, administrators,
2 successors, attorneys, agents, representatives, and assigns hereby irrevocably and
3 unconditionally remises, releases, and forever discharges Defendants and the Released
4 Parties from any and all claims, wages, demands, rights, liens, agreements, contracts,
5 covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees,
6 damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any
7 nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and
8 whether or not concealed or hidden, which Plaintiff may have, or have ever had, against the
9 Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hire,
10 benefits, employment, termination, or separation from employment with Defendants by
11 reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or
12 other matter from the beginning of time up to and including the date Plaintiff signs this
13 Agreement including, without limiting the generality of the foregoing: (a) any and all claims
14 under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with
15 Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended
16 ("ERISA") (regarding unvested benefits), the Family and Medical Leave Act ("FMLA")
17 (regarding existing but not prospective claims), the Fair Labor Standards Act ("FLSA"), the
18 Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit
19 Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN
20 Act"), the National Labor Relations act ("NLRA"), the Uniform Services Employment and
21 Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act
22 ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Fair Employment and
23 Housing Act ("FEHA"), the California Constitution, the California Family Rights Act
24 ("CFRA"), the California Labor Code (including PAGA) and applicable Wage Order(s), the
25 Unfair Competition Law, all as amended by their respective implementing regulations, and
26 any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally
27 waived and released; however the identification of specific statutes or law shall not limit the
28 scope of this general release in any manner; and (b) any and all claims for backpay, regular

1 pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure
 2 to provide meal and/or rest periods, failure to reimburse business expenses, compensatory
 3 damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation
 4 pay, restitution, tort claims, contract claims, equitable claims, hostile work environment
 5 claims, workplace harassment claims, wrongful termination claims, discrimination claims,
 6 public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide
 7 reasonable accommodation claims, failure to engage in the interactive process claims,
 8 failure to prevent discrimination claims, failure to prevent retaliation claims, statutory
 9 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
 10 defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and costs
 11 either individually or as part of a class action, collective action, and/or representative action
 12 (collectively, "Plaintiff's Released Claims").

13 Plaintiff further agrees and expressly waives and relinquishes to the fullest extent
 14 permitted by law, the rights and benefits of California Civil Code section 1542, which
 15 provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
 17 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
 18 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
 19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
 20 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 Notwithstanding the provisions set forth herein, and for the purpose of implementing
 22 a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended
 23 to include and does include its effect without limitation all claims which Plaintiff does not
 24 know or suspect to exist in his favor against Defendants and/or the Released Parties, and
 25 that this Agreement contemplates extinguishment of any such claim or claims. Plaintiff has
 26 been given at least 21 days from the date of receipt of this AGREEMENT to consider the
 27 terms of this Agreement and consult with counsel before signing it (Consideration Period).
 28

1 In the event Plaintiff chooses to sign this Agreement prior to the expiration of the
2 Consideration Period, Plaintiff represents that she knowingly and voluntarily is waiving the
3 remainder of the Consideration Period. Plaintiff understands that having waived some
4 portion of the Consideration Period, Defendants may expedite the processing of benefits
5 provided to him in exchange for signing this Release. Plaintiff agrees with Defendants that
6 changes, whether material or immaterial, do not restart the running of the Consideration
7 Period. Plaintiff acknowledges that she has seven (7) days after she signs this Agreement to
8 revoke his agreement to it by sending a written revocation notice to Defendants through
9 their counsel. Notwithstanding any other provision of this Agreement, if Plaintiff revokes
10 this Agreement pursuant to this section, this Agreement will not be effective or enforceable.
11 This release will only become effective upon full funding of the GSA.

12 42. Impact of Non-Approval by the Court. Should the Court deny approval of this
13 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
14 the Court's concerns in order to obtain the Court's approval, except that Defendants will not
15 be required under any circumstances to increase the Gross Settlement Amount, other than
16 provided under Paragraph 31. If the Parties cannot obtain Court approval, the Parties shall
17 be restored to their respective litigation positions before they entered into this Agreement.
18 If the Court ultimately denies approval of the Agreement, or if the Court's approval is
19 reversed on appellate review, this Agreement shall be deemed null and void, shall be of no
20 force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

21 43. Applicable Law. This Agreement shall be construed and interpreted in
22 accordance with the laws of the State of California. Pursuant to California Code of Civil
23 Procedure section 664.6, the Court shall retain jurisdiction with respect to the
24 interpretation, implementation, and enforcement of the terms of this Settlement, and the
25 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
26 implementing, and enforcing the Settlement embodied in this Agreement and all orders and
27 judgments entered in connection therewith. This Agreement will be binding upon, and inure
28 to the benefit of, the successors of each of the Parties.

1 44. Judgment in this Action. Within thirty (30) calendar days after the Parties
2 execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for
3 approval of this Agreement pursuant to California Labor Code § 2699(1)(2), advocating that
4 the terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not
5 oppose such a motion provided that it is consistent with the terms of this Agreement. The
6 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties,
7 Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment,
8 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
9 matters as are permitted by this Agreement or by law.

10 45. Confidentiality. Plaintiff and Plaintiff's Counsel agree that, except as may be
11 required by the Court in connection with the approval of this Agreement, PAGA Counsel will
12 not publish or publicize, or cause to be published, publicized, in the media (print or
13 broadcast) or on the Internet the circumstances, events, occurrences, and/or documents
14 underlying Plaintiff's and Aggrieved Employees' claims against Defendants or any monetary
15 terms of this Agreement. Plaintiff and Plaintiff's Counsel further agree that Plaintiff will not
16 issue press releases, communicate with, or respond to, any media or publication entities
17 concerning the Settlement, including the fact of the Settlement, its terms or contents, and
18 the negotiations underlying the Settlement, except as required by law or as shall be
19 contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiff
20 will instruct her counsel to comply with her restrictions under this Paragraph. The Parties
21 agree that any PAGA notice to putatively Aggrieved Employees will direct said Employees to
22 contact the Settlement Administrator. Nothing stated herein shall prohibit Plaintiff's
23 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions
24 with PAGA Members who are a part of this Settlement and/or in all necessary motions and
25 supporting memoranda related to approval of the Settlement or for other PAGA settlements.

26 46. No Admission of Wrongdoing. Except for the purposes of effectuating and
27 enforcing the terms of this Agreement which include barring claims that are released
28 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement

1 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
2 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
3 including but not limited to, evidence of any violation of the Labor Code, presumption,
4 concession, indication, or admission by any of the Released Parties of any liability, fault,
5 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
6 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
7 or administrative action or proceeding.

8 47. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
9 understands the full contents of this Agreement and is voluntarily entering into this
10 Agreement after having received independent legal advice from his or its attorneys with
11 respect to the advisability of making the settlement provided for herein and the advisability
12 of executing this Agreement.

13 48. Joint Drafting. Each of the Parties has participated in the drafting of all
14 provisions of this Agreement, has had an adequate opportunity to read, review, and consider
15 the effect of the language of this Agreement, and has agreed to its terms.

16 49. Severability. If any provision of this Agreement is held to be invalid by a court
17 of competent jurisdiction, that provision shall be deemed severed and deleted from this
18 Agreement, and neither that provision nor its severance and deletion shall affect the validity
19 of the remaining provisions, except that if the Court severs a provision that either of the
20 Parties reasonably considers to be a material term of this Agreement, that Party shall have
21 the option to send a written notice to the other Party no later than fourteen (14) calendar
22 days after the Court severs the provision that it wishes to void the entire Agreement and to
23 restore the Parties to their litigation positions as of before this Agreement was reached. If
24 the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement
25 in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and
26 shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking
27 to void the agreement shall be liable for any costs incurred by the Administrator through
28 that date.

1 50. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
2 and/or electronic copies of signatures shall be deemed effective as originals.

3 51. Entire Agreement. This Agreement sets forth the entire agreement between
4 the Parties hereto and fully supersedes any and all prior and/or supplemental
5 understandings, whether written or oral, between the Parties concerning the subject matter
6 of this Agreement. Any modification to this Agreement must be in writing and signed by
7 Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

8 52. Waiver of right to appeal. Any Party may terminate this Settlement or appeal
9 any Court order which is not in substantially the form submitted by the Parties, except as
10 follows: (i) in the event that the Court reduces or does not approve the requested PAGA
11 Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or
12 appeal any judgment or order on that basis; and/or (ii) in the event that the Court reduces
13 or does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff and
14 Plaintiff's counsel shall not terminate this Settlement and shall not appeal any judgment or
15 order on that basis.

16 53. Cooperation. All Parties will cooperate in good faith and apply their best
17 efforts to implement this Settlement by, among other things, executing all documents to the
18 extent reasonably necessary to effectuate the terms of this Settlement Agreement,
19 submitting supplemental evidence and/or supplemental points and authorities if requested
20 by the Court, or making changes to the Settlement if requested by the Court that do not
21 materially affect the essential settlement terms.

22 54. Enforcement Actions. In the event that one or more of the Parties institute any
23 legal action, motion, petition, or other proceeding against any other Party or Parties to
24 enforce the provisions of this Settlement or to declare rights and/or obligations under this
25 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
26 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

27 55. No Prior Assignments. The Parties separately represent and warrant that they
28 have not directly or indirectly assigned, transferred, encumbered or purported to assign,

1 transfer or encumber to any person or entity and portion of any liability, claim, demand,
2 action, cause of action or right released and discharged by the Party in this Settlement.

3 56. Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly given as of
5 the third business day after mailing by United States mail, or the day sent by email or
6 messenger, addressed as follows:

7 To Plaintiff:

8 ELLIOT J. SIEGEL
9 elliot@kingsiegel.com
10 KING & SIEGEL LLP
11 724 S. Spring Street, Suite 201
12 Los Angeles, California 90014
13 tel: (909) 287-4641
14 fax: (213) 465-4803

15 XAVIER VILLEGAS
16 xavier@xaviervillegaslaw.com
17 LAW OFFICES OF XAVIER VILLEGAS
18 2390 Las Posas Road, Suite C168
19 Camarillo, California 93010
20 Tel: (805) 250-7488

21 To Defendants:

22 Nicole Legrottaglie Wohl (Bar No. 271416)
23 nlegrottagle@cdflaborlaw.com
24 CDF LABOR LAW LLP
25 18300 Von Karman Avenue, suite 800
26 Irvine, CA 92612
27 tel: 949-622-1661

28 Ryan Larocca (Bar No. 343635)
rlarocca@cdflaborlaw.com
CDF LABOR LAW LLP
900 University Avenue, Suite 200
Sacramento, CA 95825
tel: 916-361-0991

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
2 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

3
4 DATED: 05/06/25 _____

By: Ana Molina
Ana Molina (Jun 5, 2025 10:26 PDT)
ANA MOLINA
Individually and on behalf of the PAGA Settlement
Members and State of California

5
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9 DATED: June 5, 2025 _____

By: Valerie J Latta
Name: Valerie J Latta
Title: Chief Operating Officer
On behalf of Defendant LattCo Services, Inc.

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11
12 DATED: June 5, 2025 _____

By: Valerie J Latta
Valerie Latta

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Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Ana Molina v. LattCo Services, Inc., et al.
Sacramento Superior Court, Case No. 23CV010964

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all current and former non-exempt employees of Defendants who worked at least one shift in California from October 31, 2022 through February 25, 2025.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that LattCo Services, Inc. ("LattCo") and Valerie Latta (collectively, the "Defendants") failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, and provision of accurate wages statements. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA") arising out of these alleged violations.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys' fees and costs, costs of administration of settlement, and the

PAGA Representative Enhancement Payment (“Net Settlement Amount”), is to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the Net Settlement Amount and the PAGA Settlement Members receive 25% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<IndividualPayPeriods>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is 10,054. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 227.3, 233, 246, 248, 248.2, 248.5, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1401, and 2802 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA civil penalties, interest, fees or costs, and not any underlying predicate claims or causes of action.

“Released Parties” shall mean Defendant LattCo Services, Inc. and its former, present, and future owners, parents, subsidiaries, affiliated companies, and all of its current, former, and future officers, directors, managers, executive-level employees, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, or legal representatives, including Defendant Valerie Latta.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendants, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Representative Action Settlement and/or the Settlement should be directed to the Settlement Administrator. You may call the Settlement Administrator, [REDACTED], toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.**

Exhibit B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

Ana Molina, individually on behalf of all
similarly situated individuals,

Plaintiff,

v.

Lattco Services, Inc., a California
Corporation; **Valerie Latta**, an
individual and **Does 1-100**, inclusive;

Defendants.

CASE NO. 23CV010964

[Assigned for all purposes to the Hon.
Lauri A. Damrell; Dept. 22]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”) AND
ENTERING JUDGMENT**

Date:
Time:

1 to reasonably evaluate their respective positions in reaching the Settlement.

2 6. The Court further finds that the Settlement is, in all respects, fair, adequate,
3 and reasonable, consistent and compliant with all applicable requirements of the California
4 Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law, and in the best
6 interests of each of the State and the PAGA Settlement Members.

7 7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in
9 accordance with California Labor Code § 2699(l)(2). and the LWDA did not take action in
10 response to that submission as of the date of this Order.

11 8. The Court finds and determines that the LWDA Payment is fair, reasonable,
12 and appropriate under PAGA's requirements. The Court hereby approves and orders the
13 LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

14 9. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as
16 their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
17 requirements for allocation of penalties. The Court hereby approves and orders the payment
18 of those amounts to be made to the PAGA Settlement Members in accordance with the
19 Settlement Agreement, including as to providing Notice as set forth in the Settlement.

20 10. The Court finds and determines that the capped fees and expenses in
21 administering the Settlement by Simpluris, Inc. in the amount of \$ [REDACTED] are fair and
22 reasonable. The Court hereby approves and orders that the payment of that amount to
23 Simpluris from the Gross Settlement Amount in accordance with the Settlement Agreement.

24 11. Pursuant to the terms of the Settlement Agreement, and the evidence and
25 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
26 for attorneys' fees in the amount of one-third of the Gross Settlement Amount as fair,
27 reasonable and appropriate.³ The Court hereby orders the Settlement Administrator to

28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's

1 make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance
2 with the terms of the Settlement Agreement.

3 12. Pursuant to the terms of the Settlement Agreement, and the evidence and
4 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
5 for reimbursement of actual and incurred litigation costs in the amount of \$ [REDACTED]. The
6 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
7 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
8 Amount in accordance with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement Agreement, and the evidence and
10 arguments submitted by Plaintiff's Counsel, the Court approves a service payment of \$5,000
11 to the Named Plaintiff and PAGA Representative, Ana Molina. The Court finds this amount
12 to be fair and reasonable. The Court also approved of the Individual Claims Settlement
13 Amount to Plaintiff. The Court hereby orders the Settlement Administrator to make these
14 payments to Plaintiff from the Gross Settlement Amount in accordance with the terms of the
15 Settlement Agreement.

16 14. Upon completion of administration of the Settlement as set forth below, the
17 PAGA Settlement Members and the State release Defendant LattCo Services, Inc. and its
18 former, present, and future owners, parents, subsidiaries, affiliated companies, and all of its
19 current, former, and future officers, directors, managers, executive-level employees,
20 employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns,
21 accountants, insurers, or legal representatives, including Defendant Valerie Latta from
22 claims for civil penalties under PAGA that were alleged, or reasonably could have been
23 alleged, based on the facts stated in the operative Complaint or PAGA Notice during the
24 period from October 31, 2022 through February 25, 2025.

25 15. The Settlement Agreement is not an admission by Defendants, nor is this
26 Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor
27 Code violations or other wrongdoing by Defendants or any other Releasees. Neither this

28 _____
Counsel in the lodestar cross-check to be fair and reasonable in light of their background,
experience, and quality of representation.

1 Order and Judgement, the Settlement Agreement, or any other documents referred to
2 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or
3 may be used as, an admission of any violations, fault, wrongdoing, omission, or liability
4 whatsoever by or against Defendants or other Releasees.

5 16. Without affecting the finality of this Order or the Entry of Judgment in any
6 way, the Court retains jurisdiction of all matters relating to the interpretation,
7 administration, implementation, effectuation, and enforcement of this Order and the
8 Settlement.

9 17. Nothing in this order shall preclude any action to enforce the Parties'
10 obligations under the Settlement or under this Order, including the requirement that
11 Defendant fund the Gross Settlement Amount in accordance with the Settlement
12 Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise
13 provided by this Court's Order and as provided for in the Settlement Agreement.

14 18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of
15 this order within ten (10) calendar days after the Court's entry of this Order.

16 19. Upon completion of administration of the Settlement, the Settlement
17 Administrator will provide written certification of such completion to the Court and counsel
18 for the Parties that shall be filed with the Court five (5) court days before the non-appearance
19 compliance hearing set for _____, 2026 at _____ [a.m./p.m.], in Department
20 22.

21
22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23
24 DATED: _____

25 The Honorable Lauri A. Damrell
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