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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CELESTE JACOBS, DAVID HALEY, and
GABRIEL A. REYES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DPR CONSTRUCTION, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23-CIV-05852

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Hearing Date: October 7, 2026_
Hearing Time: 2:00 p.m.

Judge: Hon. Nicole S. Healy
Dept: 28

Date Filed: December 11, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement and
3 Release (“Agreement”) with Defendant DPR Construction, Inc. (“Defendant”), attorneys’ fees and
4 costs, service payments, and the expenses of the Administrator duly came on for hearing on October
5 7, 2026 before the Honorable Nicole S. Healy.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement filed
11 August 14, 2025 [ROA #54] as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
12 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

13 2. This Court has continuing jurisdiction over the subject matter of this litigation
14 pending before the Superior Court for the State of California, in and for the County of San Mateo,
15 and over all Parties to this litigation, including the Class, until the Settlement is finally administered.

16 3. All Participating Class Member’s and Aggrieved Employee’s Released Claims
17 (including Released Class Claims, Released PAGA Claims, and Named Plaintiffs Celeste Jacobs’s,
18 David Haley’s and Gabriel A. Reyes’s Claims) are covered by and included within the Settlement
19 and this Final Approval Order and Judgment.

20 4. Based on a review of the papers submitted by Plaintiffs and a review of the
21 applicable law, the Court finds that the Gross Settlement Amount of is Four Million Five Hundred
22 Thousand Dollars (\$4,500,000) and the terms set forth in the Agreement are fair, reasonable, and
23 adequate. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
24 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, Class Representative Service Payments, and the Administration
26 Expenses Payment.

27 5. The Court further finds that the Settlement was the result of arm’s length
28 negotiations conducted after Class Counsel and Defense Counsel adequately investigated the

1 claims and became familiar with the strengths and weaknesses of those claims. In particular, the
2 amount of the Settlement, and the assistance of an experienced mediator in the settlement process,
3 among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
4 adequate. The Court also finds that Settlement will avoid additional substantial costs, as well as
5 avoid the delay and risk that would be presented by the further prosecution of the action.

6 **Preliminary Approval of the Settlement**

7 6. On March 12, 2026, the Court granted preliminary approval of the Settlement. At
8 this same time, the Court approved conditional certification of the Class for settlement purposes
9 only.

10 **Notice to the Class**

11 7. In compliance with the Preliminary Approval Order, the Court-approved Class
12 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
13 about April 27, 2026. Mailing of the Class Notice to their last-known addresses was the best notice
14 practicable under the circumstances and was reasonably calculated to communicate actual notice
15 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
16 Members fully and accurately informed the Class Members of all material elements of the proposed
17 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
18 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
19 laws of the State of California, the United States Constitution, due process and other applicable
20 law. The Class Notice fairly and adequately described the Settlement and provided Class Members
21 adequate instructions and a variety of means to obtain additional information.

22 8. The Response Deadline for opting out or submitting written objections to the
23 Settlement was June 26, 2026, which for re-mailings was extended by fourteen (14) days. There
24 was an adequate interval between notice and the deadline to permit Class Members to choose what
25 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
26 Members to participate in this hearing, and all Class Members and other persons wishing to be
27 heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair
28 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court

1 determines that all Class Members who did not timely and properly submit a request for exclusion
2 are bound by the Settlement and this Final Approval Order and Judgment.

3 **Fairness of the Settlement**

4 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
5 Cal.App.4th 1794, 1801 (1996).

6 a. The settlement was reached through arm's-length bargaining between the
7 Parties during an all-day mediation before Hon. Brian C. Walsh (ret.), a respected and experienced
8 mediator of wage and hour class actions. There has been no collusion between the Parties in
9 reaching the Settlement.

10 b. Plaintiffs and Class Counsel's investigation and discovery have been
11 sufficient to allow the Court and counsel to act intelligently.

12 c. Counsel for all Parties are experienced in similar employment class action
13 litigation. Class Counsel recommended approval of the Agreement.

14 d. The percentage of objectors and requests for exclusion is small. One
15 objection was received. Three (3) requests for exclusion were received.

16 e. The participation rate was high. 4,093 Class Members will be mailed a
17 settlement payment, representing 99.93% of the overall Class.

18 10. The consideration to be given to the Class Members under the terms of the
19 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
20 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
21 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
22 would ensue from continued prosecution of the action.

23 11. The Agreement is finally approved as fair, adequate and reasonable and in the best
24 interests of the Class Members.

25 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

26 12. From the Gross Settlement Amount, an award of \$1,500,000 for attorneys' fees,
27 representing one-third of the Gross Settlement Amount, and \$16,000 for litigation costs and
28 expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked

1 by Class Counsel, and the results achieved by Class Counsel. The requested awards have been
2 supported by Class Counsel's lodestar and billing statement.

3 **Class Representative Service Payments**

4 13. The Agreement provides for Class Representative Service Payments of not more
5 than \$12,500 each to the Plaintiffs, subject to the Court's approval, in exchange for their general
6 releases of all claims asserted by Plaintiffs. The Court finds that Class Representative Service
7 Payments in the reduced amount of \$5,000 from the Gross Settlement Amount to each of the
8 Plaintiffs are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
9 litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class.

10 **Administration Expenses Payment**

11 14. The Administrator shall calculate and administer the payment to be made to the
12 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
13 Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate
14 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
15 has documented \$27,990 in fees and expenses, and this amount is reasonable in light of the work
16 performed by the Administrator.

17 **PAGA Penalties**

18 15. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount
19 of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development Agency
20 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties and \$25,000 to the
21 Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The
22 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
23 Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay
24 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
25 by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all non-exempt
26 employees who worked for Defendant in California at any time during the PAGA Period (October
27 25, 2022 through February 12, 2025). Pursuant to Labor Code section 2699, the LWDA was
28

provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

16. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (December 11, 2019 through May 27, 2025).

17. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. The three individuals who requested exclusion from the Class are: Kim Cellini, Brent Saylor and Justin Veeder.

18. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

19. Class Counsel are awarded attorneys’ fees in the amount of \$1,500,000 and costs in the amount of \$16,000, payable from the Gross Settlement Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

20. The payment of Class Representative Service Payments from the Gross Settlement Amount in the amount of \$5,000 to each of the Plaintiffs is approved.

21. The payment of \$27,990 to the Administrator for its fees and expenses from the Gross Settlement Amount is approved.

22. The PAGA Penalties amount of \$100,000 is approved and is to be distributed from the Gross Settlement Amount and allocated in accordance with the Agreement.

1 23. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
2 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

3 24. This Settlement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Settlement or the Agreement is intended or should be construed as an admission by
5 Defendant or any of the Released Parties that any of the allegations in the Operative Complaint
6 have merit or that Defendant or any of the Released Parties have any liability for any claims
7 asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's
8 defenses in the Action have merit or of any fault or liability or wrongdoing whatsoever. Nor should
9 this Settlement or the Agreement be construed as an admission that Plaintiffs can serve as an
10 adequate Class Representatives. There has been no final determination by any court as to the merits
11 of the claims asserted by Plaintiffs against Defendant or as to whether a class should be certified,
12 other than for settlement purposes. Class certification and representative treatment is for purposes
13 of this Settlement only. The Settlement, the Agreement and Parties' willingness to settle the Action
14 have no bearing on, and will not be admissible in connection with, any litigation (except for
15 proceedings to enforce or effectuate the Settlement and this Agreement). This Settlement and the
16 Agreement represent a compromise and settlement of highly disputed claims. The Settlement
17 cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any
18 subsequent litigation. Pursuant to California Evidence Code sections 1152 and 1154, this
19 Settlement shall not be admissible in evidence in any proceeding; except that the Settlement may
20 be filed and used in this litigation or any related litigation as necessary to approve, interpret, or
21 enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of
22 such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good
23 faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue
24 preclusion or similar defense or counterclaim.

25 25. The Final Approval Order and the Judgment entered as a result of the Settlement
26 shall have res judicata and preclusive effect to the fullest extent allowed by law.

27 26. Notice of entry of this Final Approval Order and Judgment shall be given to all
28 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order

1 and Judgment shall be posted on the Administrator's settlement website as set forth in the Class
2 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
3 and Judgment to individual Class Members.

4 27. If the Agreement does not become final and effective in accordance with the terms
5 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
6 connection herewith, shall be rendered null and void and shall be vacated, including that the Second
7 Amended Complaint that was filed as a condition of this Settlement will be retracted, and the Parties
8 shall revert to their respective positions as of before entering into the Agreement, and expressly
9 reserve their respective rights regarding the prosecution and defense of this Action, including all
10 available defenses and affirmative defenses, and arguments that any claim in the Action could not
11 be certified as a class action and/or managed as a representative action.

12 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

13 28. Except as set forth in the Agreement and this Final Approval Order and Judgment,
14 Plaintiff, and all members of the Class, shall take nothing in the Action.

15 29. All Parties shall bear their own attorneys' fees and costs, except as otherwise
16 provided in the Agreement and in this Final Approval Order and Judgment.

17 30. Effective on the date when Defendant fully funds the entire Gross Settlement
18 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
19 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
20 release claims against all Released Parties as follows:

21 a. All Participating Class Members (on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, executors, heirs, administrators,
23 successor, and assigns) shall fully and finally release and discharge Defendant and Released Parties
24 from any and all claims, rights, demands, liabilities, damages, attorneys' fees, costs and causes of
25 action of every nature and description, arising from the facts pleaded in the Operative Complaint,
26 or as reasonably could have been pled based on the factual allegations set forth in the Operative
27 Complaint which occurred during the Class Period during employment in a non-exempt position in
28 California, including any claims under California Labor Code sections 201-204, 210, 218, 221,

1 226, 226.3, 226.7, 233, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 et seq., and
2 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
3 Code of Regulations, Title 8, Section 1 1070(14), any California Industrial Welfare Commission
4 Wage Order(s), Business and Professions Code section 17200 et seq., all related federal claims for
5 unpaid wages including the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq., and any
6 such claims that were litigated in the lawsuit against Defendant and Released Parties or could
7 reasonably have been litigated in the lawsuit against Defendant or Released Parties of whatever
8 kind and nature, character and descriptions, whether in law or equity, whether sounding tort,
9 contract, statute, or other applicable law, whether anticipated or unanticipated that were or could
10 have been asserted in the Action based on the facts alleged in the Operative Complaint, which
11 occurred during the Class Period during employment in a non-exempt position in California,
12 including claims brought on a class wide basis, claims for failure to pay wages, failure to pay
13 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide
14 rest breaks, failure to pay premium wages, failure to provide accurate wage statements, failure to
15 pay all earned wages upon separation from employment, failure to reimburse employees for
16 expenses, failure to pay wages twice monthly, failure to pay all wages earned every pay period,
17 failure to pay all wages earned every pay period, untimely payment of wages, inaccurate wage
18 statements, record keeping violations, unfair competition, as well as all damages, restitution,
19 disgorgement, penalties including civil penalties and statutory penalties, taxes, interest or attorneys’
20 fees resulting therefrom. Under this release, Participating Class Members are precluded from filing
21 a wage and hour action under the FLSA against Defendant or the Released Parties for claims and/or
22 causes of action encompassed by the Released Class Claims which are extinguished and precluded
23 pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).
24 The Released Class Claims described in this paragraph do not include claims for: (1) vested benefits
25 under Defendant’s retirement, profit sharing or other deferred compensation plan;; (2) wrongful
26 termination; (3) violation of the Fair Employment and Housing Act; (4) unemployment insurance;
27 (5) disability insurance benefits; (6) social security benefits; (7) workers’ compensation; and (8)
28 class claims outside of the Class Period.

1 b. Plaintiffs on behalf of the State of California and all Aggrieved Employees
2 fully and finally release and discharge Defendant and Released Parties from any and all claims,
3 rights, demands, liabilities for PAGA penalties arising from the facts or legal theories pleaded in
4 the Operative Complaint, the PAGA Notice and the Amended PAGA Notice, which occurred
5 during the PAGA Period, or as reasonably could have been pled based on the factual allegations
6 set forth in the Operative Complaint which occurred during the PAGA Period, including any PAGA
7 claims based on violations under California Labor Code sections 201-204, 210, 218, 221, 226,
8 226.3, 226.7, 233, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 et seq., and 2802,
9 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
10 Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage
11 Order(s), and any such claims that were litigated in the lawsuit against Defendant and Released
12 Parties or could reasonably have been litigated in the lawsuit against Defendant or Released Parties
13 or whatever kind and nature, character and descriptions, whether anticipated or unanticipated that
14 were or could have been asserted in the Action based on the facts alleged in the Operative
15 Complaint, the PGA notice and Amended PAGA Notice, which occurred during the PAGA Period
16 and during the time that an Aggrieved Employee was employed by Defendant in a non-exempt
17 position in California, including, penalties including civil penalties and statutory penalties
18 including penalties under PAGA, taxes, interest or attorneys' fees resulting therefrom. The
19 Released PAGA Claims described in this paragraph do not include claims for: (1) vested benefits
20 under Defendant's retirement, profit sharing or other deferred compensation plan; (2) wrongful
21 termination; (3) violation of the Fair Employment and Housing Act; (4) unemployment insurance;
22 (5) disability insurance benefits; (6) social security benefits; (7) workers' compensation insurance
23 benefits; and (8) PAGA claims outside of the PAGA Period.

24 c. Named Plaintiffs themselves and on behalf of their respective former and
25 present representatives, agents, attorneys, executors, heirs, administrators, successors, and assigns
26 generally, fully and finally release and discharge Defendant and Released Parties from any and all
27 claims, rights, demands, liabilities, damages, attorneys' fees, costs and cause of action of every
28 nature and description, arising from Named Plaintiffs' employment with Defendant, whether

1 known or unknown, which exist or may exist, including but not necessarily limited to, claims
2 brought on a class wide basis, including but not limited to any such claims that were litigated in the
3 lawsuit against Defendant or could reasonably have been litigated in the lawsuit against Defendant.
4 The claims released under this paragraph include, but are not necessarily be limited to, claims
5 brought on a class wide basis, claims for failure to pay wages, failure to pay minimum wages,
6 failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure
7 to pay premium wages, failure to provide accurate wage statements, failure to pay all earned wages
8 upon separation from employment, failure to reimburse employees for expenses, failure to pay
9 wages twice monthly, failure to pay all wages earned every pay period, failure to pay all wages
10 earned every pay period, untimely payment of wages, inaccurate wage statements, record keeping
11 violations, unfair competition, as well as all damages, restitution, disgorgement, penalties including
12 civil penalties and statutory penalties, taxes, interest or attorneys' fees resulting therefrom, claims
13 based on the California Labor Code and/or the wage orders of the California Industrial Welfare
14 Commission, all Business and Professions Code section 17200 et seq. claims, all related federal
15 claims for unpaid wages expressly including the Fair Labor Standards Act, 29 U.S.C. section 201
16 et. seq. as amended, any claims under local, state, or federal tort, contract, whistleblower,
17 discrimination, harassment, retaliation, common law, constitutional or other statutory claims,
18 including but not limited to alleged violations the California Fair Employment and Housing Act,
19 the California Family Rights Act, the California WARN Act, California Government Code, the
20 California Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities
21 Act, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, and the Genetic Information
22 Nondiscrimination Act, the Pregnant Women's Fairness Act, the Family and Medical Leave Act,
23 and the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), any claims
24 for wrongful termination and/or violation of public policy, any claims for breach of fiduciary duty,
25 any claims for violation of Defendant and/or the Released Parties' bylaws, policies, procedures or
26 other governing documents, and any and all claims for attorneys' fees, costs and expenses ("Named
27 Plaintiffs' Released Claims"). The Named Plaintiffs' Released Claims include, but are not limited
28 to, the Participating Individuals' Released Class Claims and Released PAGA Claims.

1 i. ADEA Waiver: Named Plaintiffs over 40 years old at the time of
2 executing this Agreement (“Named Plaintiffs Over 40) acknowledge that they are knowingly and
3 voluntarily waiving and releasing any rights they may have under the ADEA. Named Plaintiffs
4 Over 40 also acknowledge that the consideration given for the waiver and release above is in
5 addition to anything of value to which they were already entitled.

6 ii. Named Plaintiffs Over 40 acknowledge that they were advised that
7 they should consult with counsel about this Agreement and they have been provided the opportunity
8 to consult with counsel regarding this Agreement. Named Plaintiffs Over 40’s waiver and release
9 of their ADEA claims does not apply to any rights or claims under the ADEA that may arise after
10 execution of this Agreement. Named Plaintiffs Over 40 have twenty-one (21) days to consider this
11 Agreement (although they may choose to voluntarily execute this Agreement earlier). Named
12 Plaintiffs Over 40 have seven (7) days following the execution of this Agreement to revoke the
13 Agreement with respect to the general release of their claims, which if they opt to do so, must be
14 in writing to Defendant’s counsel.

15 d. Through the full and general release discussed in this Section, the Plaintiffs
16 Celeste Jacobs, David Haley, and Gabriel A. Reyes will expressly waive the benefit of Section
17 1542 of the California Civil Code, and they will agree not to participate in any other class,
18 representative or collective actions against the Released Parties.

19 e. Furthermore, Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes
20 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law,
21 the provisions, rights, and benefits they may otherwise have had relating to the Plaintiffs’ Released
22 Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

23 A general release does not extend to claims that the creditor or releasing party does
24 not know or suspect to exist in his or her favor at the time of executing the release
25 and that, if known by him or her, would have materially affected his or her
settlement with the debtor or released party.

26 31. For any Class Member or Aggrieved Employee whose Individual Class Payment
27 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
28 Administrator shall transmit the funds represented by such checks to the California Controller's

1 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
2 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
3 Section 384, subd. (b).

4 32. The Court hereby enters judgment in the entire Action as of the filing date of this
5 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
6 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
7 Parties, Action, and the Settlement under California Code of Civil Procedure section 664.6 solely
8 for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement
9 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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12 Dated: _____

13 _____
14 HON. NICOLE S. HEALY
15 JUDGE OF THE SUPERIOR COURT OF
16 CALIFORNIA
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