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Attorneys for Plaintiffs ANTHONY IMPERATO and CALVIN PENG aka TZU-I PENG, on behalf of themselves and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTHONY IMPERATO, an individual;
CALVIN PENG aka TZU-I PENG, an
individual, on behalf of themselves and
other aggrieved employees,

Plaintiffs,

v.

CALIFORNIA COMMERCE CLUB, INC.
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No. 20STCV25314

) BC644587 - Lead Case
) [Related to 20STCV01232, 20STCV16584,
) 20STCV25314, and 19STCV41482]

) Assigned for All Purposes to:
) Hon. Carolyn B. Kuhl
) Dept. SSC-12

) **NOTICE OF ENTRY OF ORDER AND**
) **JUDGMENT RE APPROVAL OF**
) **PAGA SETTLEMENT AGREEMENT,**
) **FOR ATTORNEYS' FEES AND COSTS**
) **AND ADMINISTRATIVE FEES**

) Complaint Filed: July 6, 2020
) FAC Filed: July 21, 2023

1 PLEASE TAKE NOTICE that on December 1 2023, the Los Angeles Superior Court,
2 through the Honorable Judge Carolyn B. Kuhl in Dept. SSC-12, entered an Order and Judgment
3 Re Approval of PAGA Settlement Agreement, for Attorneys' Fees and Costs and Administrative
4 Fees.

5 A true and correct copy of the Court's Minute Order is attached hereto as Exhibit A. A true
6 and correct copy of the Court's Judgment is attached hereto as Exhibit B.

7
8
9 Dated: December 4, 2023

SHANBERG STAFFORD LLP
BARTZ LAW GROUP, APC

10
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12 By: /s/Ross E. Shanberg/s/
13 Ross E. Shanberg
14 Aaron A. Bartz
15 Attorneys for Plaintiffs
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EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV25314

December 1, 2023

**ANTHONY IMPERATO, et al. vs CALIFORNIA COMMERCE
CLUB, INC., A CALIFORNIA CORPORATION**

1:45 PM

Judge: Honorable Carolyn B. Kuhl
Judicial Assistant: L. M'Greene
Courtroom Assistant: M.Miro

CSR: Jane Hong CSR# 11975
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

Other Appearance Notes: (See Appearance Below)

NATURE OF PROCEEDINGS: Hearing on Motion - Other for Approval of PAGA Settlement
(Revised)

The matter is called for hearing.

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Jane Hong CSR# 11975, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

Plaintiffs – LACourtConnect –
Daniel Bass, Aaron Bartz, Ross Shanberg.

Defendants – LACourtConnect –
Mark Kemple, Matthew Weber.

The Court and counsel argue the Plaintiffs' Motion for Approval of Private Attorneys General Act Settlement Agreement, for Attorneys' Fees and Costs and Administrative Fees.

Court's Ruling: The Motion is granted.

Plaintiffs have moved for an order approving their PAGA settlement. For the reasons stated in the discussion section below, this court finds that the parties' PAGA settlement is fair and reasonable, and that it should therefore be approved by this court.

Procedural History

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV25314

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ERM: None
Deputy Sheriff: None

On July 6, 2020, Plaintiffs Anthony Imperato (Imperato) and Calvin Peng (Peng) (collectively, Plaintiffs) filed their Complaint in case number 20STCV25314, alleging a single cause of action under PAGA. Imperato was employed by Defendant as a “casino dealer.” (Imperato Decl., ¶ 3.) Peng was employed by Defendant as a “casino floorman.” (Peng Decl., ¶ 3.)

This case is related to case numbers 20STCV24987 and BC644587. On June 30, 2020, Plaintiffs Tania Nelson, Rafael Garcia, and Karina Elizalde (collectively, Nelson Plaintiffs) filed their Complaint in case number 20STCV24987, alleging a single cause of action under PAGA. According to counsel for Nelson Plaintiffs, Tania Nelson was employed by Defendant as a “Chip Runner,” Rafael Garcia was employed as a “Bartender,” and Karina Elizalde was employed as a “Cocktail Waitress.” (Stewart Decl. ISO Nelson Pls’ Mot. Intervene, ¶ 2.)

On November 4, 2022, the court compelled arbitration of Plaintiffs’ “individual” PAGA claims. The court stayed Plaintiffs’ non-individual claims pending a decision in Adolph v. Uber Technologies, California Supreme Court Case No. S274671.

On July 21, 2023, Plaintiffs filed their First Amended Complaint, asserting a single cause of action under PAGA. The PAGA claim is based on the following: (1) failure to pay all wages owed; (2) failure to provide duty-free meal periods; (3) failure to authorize and permit duty-free rest periods; (4) failure to pay all wages due upon termination; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) engaging in an “illegal tip pooling scheme” in violation of Labor Code section 351.

The original hearing on this Motion was on August 21, 2023. However, because Nelson Plaintiffs objected to the PAGA settlement, the court continued the instant Motion and allowed Nelson Plaintiffs to file a motion to intervene. On November 2, 2023, this court continued the instant Motion because Defense counsel had raised the potential need to amend the PAGA settlement so that any disbursement of payment by Defendant would not take place until after any appeal process had time to run its course. The court took Nelson Plaintiffs’ motion to intervene under submission.

On November 17, 2023, this court issued its order denying Nelson Plaintiffs’ motion to intervene, finding that Nelson Plaintiffs lacked sufficient interests in this litigation to justify intervention. However, as the court noted in denying intervention, this court has nonetheless taken Nelson Plaintiffs’ objections into consideration when deciding to approve Plaintiffs’ PAGA settlement.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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Deputy Sheriff: None

The Settlement

The PAGA settlement is attached as Exhibit 1 to the Declaration of Aaron A. Bartz (Settlement). The gross settlement amount is \$2,400,000. (Settlement, at p. 2, ¶ 8.) The amount paid to the Administrator may not exceed \$15,000. (Settlement, at p. 3, ¶ 19.) Here, Plaintiffs request that \$14,950 be paid to the Administrator. The Settlement allows for attorney's fees of one-third of the gross settlement amount (i.e., \$800,000), as well as up to \$25,000 in litigation costs. (Settlement, at p. 1, ¶ 2.) Plaintiffs request \$13,705.78 in litigation costs.

Plaintiffs have included the original PAGA notice from April 29, 2020, as Exhibit 2 to the Declaration of Aaron A. Bartz. Mr. Bartz attests that his office provided notice of the Settlement to the LWDA by uploading all moving papers onto the LWDA's website. (Bartz Decl., ¶ 28.) The LWDA has not chosen to object to the Settlement to otherwise appear in this litigation.

The aggrieved employees who allegedly were subjected to unlawful practices to which settlement proceeds will be allocated are organized into two groups:

- a. The "Dealer/Floorperson Group" includes all current and former non-exempt dealers and floorpersons of Defendant during the PAGA Period. Defendant represents that there are approximately 2,016 individuals in the Dealer/Floorperson Group.
- b. The "Non-Exempt Employee Group" includes all current and former nonexempt employees of Defendant excluding the "Dealer/Floorperson Group" during the PAGA Period. Defendant represents that there are approximately 2,249 individuals in the Non-Exempt Employee Group.

(Settlement, at p. 2, ¶ 12.) This division is important because 70% of the settlement funds will be attributed to aggrieved employees in the "Dealer/Floorperson Group," based on the number of pay periods worked by each dealer/floorperson. The remaining 30% of the funds will be attributed to aggrieved employees in the "Non-Exempt Employee Group." (See Settlement, at p. 5, ¶ 29.)

This allocation is based on Plaintiffs' counsel's calculation that employees in the "Dealer/Floorperson Group" suffered far more violations of the Labor Code than did other employees. (See, e.g., Bartz Decl., at pp. 9, 11, 13-14.) For example, Plaintiffs' counsel states:

The policies and procedures affecting dealers and floorpersons, however, were not applied to other non-exempt employees. For instance, other non-exempt employees were not subject to the

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Dealer Break Agreement, and did not have automatic 45 minute deductions from their time for their meal periods. As such, proving violations as to non-dealers and floorpersons would have been exceedingly difficult if this case was not settled.

(Bartz Decl., ¶ 14.) “Plaintiffs’ counsel discovered substantial discrepancies between the rotation schedules that casino dealers and floorpersons were supposed to work, and their ‘actual’ punch in and punch out time records.” (Bartz Decl., ¶ 12.) “Plaintiffs’ counsel learned that these time records were manipulated, and that pre-Covid, the time records were not reflective of their hours or mandatory meal periods.” (Bartz Decl., ¶ 13.) Such violations regarding dealers and floorpersons were not found to have occurred with respect to other employees.

Discussion

This court is required to “review and approve any settlement of any civil action filed pursuant to” PAGA. (Lab. Code, § 2699, subd. (l)(2).) Courts are instructed to determine “whether a PAGA settlement is fair and reasonable.” (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76 (Moniz).) “[W]hile PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents fraud, collusion or unfairness [citation], and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted.” (Id. at p. 77, internal citations and quotation marks omitted.) The court in Moniz noted that the following factors can be useful in evaluating the fairness of a PAGA settlement: “the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount.” (Id. at p. 77.)

Moreover, “[g]iven PAGA’s purpose to protect the public interest, ... [it is] appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA’s purposes and policies.” (Id.) PAGA’s relevant purposes are “to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (Id.)

Applying the fairness standard from Moniz here, this court determines that the Settlement may be approved as a reasonable and fair resolution of the claims asserted by Plaintiffs in this action on behalf of the State. Importantly, after receiving notice of the proposed Settlement, the LWDA did not express any reservation about the Settlement terms.

The Settlement appears to be the result of arm’s-length bargaining between the parties. (See Bartz Decl., ¶ 19.) Moreover, the Settlement was only reached years after this action was filed and after Plaintiffs’ counsel had conducted extensive investigation of the aggrieved employees’

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claims. (See, e.g., Bartz Decl., ¶¶ 10-13, 18.) Plaintiffs' counsel offers persuasive evidence demonstrating difficulties for Plaintiffs if they continued to proceed with this case:

For instance, other non-exempt employees were not subject to the Dealer Break Agreement, and did not have automatic 45 minute deductions from their time for their meal periods. As such, proving violations as to non-dealers and [non-]floorpersons would have been exceedingly difficult if this case was not settled.

(Bartz Decl., ¶ 14.)

Plaintiffs' counsel offers a very detailed explanation of the factual bases for Plaintiffs' claims. (Bartz Decl., ¶ 24.) Plaintiffs' counsel estimates Defendant's total PAGA exposure to be approximately \$7,334,747. (Bartz Decl., ¶ 24(g).) Under the Settlement, the LWDA will receive \$1.178 million, and the aggrieved employees will receive \$392,500. Given the difficulties involved in this litigation, this recovery can be said to further the policies of maximizing enforcement of the Labor Code and deterring future violations.

Nelson Plaintiffs' argument for opposing the Settlement is summarized within the following two paragraphs of their Opposition:

The Imperato Plaintiffs' were signatories to the June 25, 2021 Joint Status Report and shared the same concerns expressed by the Nelson Plaintiffs' that it would be unfair to engage in settlement discussions in secret without involving all parties. Essentially, what's at issue here is that by not involving the Nelson Plaintiffs' in settlement negotiations/mediation, there is the concern that the case may have been settled for less than value and that the Nelson Plaintiffs' have not been compensated for the time and work that they put into the case which resulted in a settlement. Since the Nelson Plaintiffs' were not involved in the mediation, they cannot opine on whether the settlement reached is fundamentally fair, adequate, and reasonable in light of the PAGA penalties at issue here. However, since the settlement has not yet been approved, it seems appropriate that the court continue the hearing on the Imperato Plaintiffs' motion for approval of PAGA settlement, so that the issues raised by the Nelson Plaintiffs' can be addressed and/or so that they can file a motion to intervene as they are entitled to both mandatory and permissive intervention.

(Nelson Pls' Opp., at p. 8, emphasis added.) Nelson Plaintiffs fail to make any arguments—or offer any evidence—to suggest that the Settlement is unfair, inadequate, or unreasonable; in fact, they admit that they cannot do so. Without any showing of impropriety or an unfair settlement,

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ERM: None
Deputy Sheriff: None

Nelson Plaintiffs' objections to the Settlement must be overruled. (Cf., *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 546 [in a class action context, "the objector must at least provide some evidence of unfairness to the class or misconduct to support a reverse auction finding"].)

In their Motion to Intervene, Nelson Plaintiffs suggested that the Settlement would be improper because only 30% of the funds are dedicated to employees outside of the "Dealer/Floorperson Group." Nelson Plaintiffs did not raise this ground in their objections. Nelson Plaintiffs perhaps raise this point in their Motion to Intervene because the court mentioned this aspect of the Settlement at the original hearing, before the Motion to Intervene was filed. Nelson Plaintiffs fail to offer any facts or reasoning for why the 70-30 allocation is actually unfair. Nelson Plaintiffs do not challenge the factual claim made by Plaintiffs in this allegation that the employees in the "Dealer/Floorperson Group" suffered many more violations of the Labor Code than did other employees. And Nelson Plaintiffs admit that they "do not believe [Plaintiffs'] counsel [has] conducted ... a reverse auction" in entering into the Settlement. (Nelson Pls' Reply ISO Nelson Pls' Mot. Intervene, at p. 7.) Thus, Nelson Plaintiffs fail to demonstrate that the Settlement is unfair.

The record before the court suggests that, given the nature and frequency of violations affecting dealers and floorpersons, it is fair to allocate a larger share of the Settlement to those employees. Such an allocation better serves the purposes of PAGA by linking payment to the alleged violations of the Labor Code. PAGA imposes penalties calculated according to "each aggrieved employee per pay period" in which there is a violation. (Cal. Labor Code § 2699(f).)

Moreover, there is nothing improper about the fact that Plaintiffs, who are members of the "Dealer/Floorperson Group," have also secured payments for the "Non-Exempt Employee Group." It is well settled that an aggrieved employee may pursue penalties for all Labor Code Violations committed by his employer, even those that were not committed against him. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751.) Because an aggrieved employee who brings a PAGA action does not have to satisfy class certification requirements (*Arias v. Superior Court* (2009) 46 Cal.4th 969), the PAGA plaintiff does not have to have personally experienced alleged violations that are representative of the violations to which the settlement sums are attributed. And given the facts here, there is no reason for this court to conclude that it is unfair to attribute greater penalties to dealers and floorpersons.

In reviewing the reasonableness of the proposed settlement, it is also important to note that the Settlement does not purport to release wage claims for any Labor Code violations that belong to

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Deputy Sheriff: None

the aggrieved employees as individuals.

This court also determines that the requested attorney's fees and costs awarded under the Settlement are reasonable and appropriate.

Plaintiffs seek to recover \$800,000 in attorneys' fees—that is, one-third of the total settlement amount. Devoting one-third of the settlement to attorneys' fees is not unreasonable in class or PAGA litigation. "Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66, fn. 11, internal citations and quotation marks omitted; see also Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480 (Laffitte) [awarding one-third of a \$19-million settlement to class counsel].) Calculating fees according to the benefit actually obtained for the aggrieved employees provides counsel with incentives to litigate economically and aligns the interests of counsel with those of the aggrieved employees. Again, the LWDA has not objected to the amount of the fee award requested.

It also appears that Plaintiffs' counsel conducted significant investigation and discovery in this action. The result achieved is impressive, given that it is not common to see PAGA-only settlements for amounts larger than \$1 million. And, it is clear that Plaintiffs' counsel took this case on a contingency, facing the risk of recovering nothing for their years of work.

Plaintiffs request costs totaling \$13,705.78. To support this request, Plaintiffs' counsel has provided detailed lists of the costs expended in this litigation by Bartz Law Group, APC, and Shanberg Stafford LLP. (Bartz Decl., Ex. 7; Shanberg Decl., Ex. 2.) These costs are reasonable.

Finally, the court determines that the parties' amendment to the Settlement does not render the Settlement unfair or unreasonable. Given Nelson Plaintiffs' objections to the Settlement, Defendant noted its concern that it did not want to fund the Settlement before the putative intervenors had been given an opportunity to appeal this court's approval of the Settlement. To that end, on November 7, 2023, the parties filed their "Notice of Amendment and Amendment to the Parties' Joint Stipulation of PAGA Settlement and Release, for Use in Connection with the Hearing for Approval of Same" (Amendment). Therein, the parties agree to amend paragraph 7 of the Settlement to read as follows:

"Effective Date" means the sixty-first (61) calendar day after the date of PAGA Approval, provided no appeal is initiated; or if a timely appeal is initiated, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions

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CSR: Jane Hong CSR# 11975
ERM: None
Deputy Sheriff: None

for certiorari) resulting in final judicial approval of the Settlement.

(Amendment, at p. 2.) This amendment does not prevent the court from properly approving the Settlement.

The Plaintiffs' Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement, For Attorneys' Fees and Costs and Administrative Fees filed by Anthony Imperato, Calvin Peng on 07/25/2023 is Granted.

The Court signs and files the proposed Judgment this date.

Plaintiff is to serve the Judgment on defendants.

Plaintiff is to serve the Minute Order for today and the Judgment on counsel for the intervenor.

A Final Report of the Administrator is to be filed by 8/26/2024.

Non-Appearance Case Review re: Final Report of the Administrator is scheduled for 08/30/2024 at 04:30 PM in Department 12 at Spring Street Courthouse.

The Judicial Assistant hereby gives notice.

Clerk's Certificate of Service By Electronic Service is attached.

EXHIBIT B

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Attorneys for Plaintiffs ANTHONY IMPERATO and CALVIN PENG aka TZU-I PENG, on behalf of themselves and all other aggrieved employees

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Plaintiffs,

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Defendants.

Case No. 20STCV25314

BC644587 - Lead Case
[Related to 20STCV01232, 20STCV16584, 20STCV25314, and 19STCV41482]

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

~~Proposed~~ **JUDGMENT**

Dec. 1, 2023
Date: ~~August 21, 2023~~
Time: 1:45 p.m.
Dept.: SSC-12

1 This matter came on for hearing before the Honorable Carolyn B. Kuhl, Dept. SSC-12,
2 Dec. 1, 2023
3 on August 21, 2023, at 1:45 p.m., in the above-entitled Court located at 312 North Spring Street,
4 Los Angeles, California 90012, on Plaintiffs Anthony Imperato and Calvin Peng aka Tzu-I
5 Peng's (together, "Plaintiffs") Motion for Approval of Private Attorneys General Act Settlement
6 Agreement, for Attorneys' Fees and Costs and Administrative Fees ("PAGA Approval Motion").
7 Having considered the papers filed in support of the motion; arguments of counsel; and all files,
8 records, and other matters properly before the Court, and for good cause appearing, the Court
9 hereby determines as follows:

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11
12 (1) Plaintiffs' PAGA Approval Motion is **GRANTED**. The approved Joint
13 Stipulation of PAGA Settlement and Release Agreement ("Settlement Agreement") is attached
14 as Exhibit 1 to the Declaration of Aaron A. Bartz in support of the PAGA Approval Motion.

15
16 (2) A full opportunity has been afforded to interested parties to participate in the
17 hearing, and all persons wishing to be heard have been heard.

18
19 (3) In accordance with the Settlement Agreement, Plaintiffs' counsel is awarded
20 attorney's fees in the amount of \$800,000 and litigation costs in the amount of \$13,705.78, and
21 Rust Consulting, Inc. is awarded settlement administration expenses in the amount of \$14,950.
22 The Net Settlement Amount is \$1,571,344.22, with \$1,178,508.16 payable to the California
23 Labor and Workforce Development Agency (LWDA) for its share of PAGA penalties, and
24 \$392,836.06 going to the Aggrieved Employees, as allocated according to the Settlement
25 Agreement. The parties shall provide Notice of this Order to the LWDA within 14 calendar days
26 after its entry. The fees award is appropriate in light of the benefit obtained for the Government
27 as well as the benefit of the penalty award in enforcing the labor laws of the State.
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(4) The Court hereby enters Judgment pursuant to the terms of the Settlement as amended by the Parties Amendment to the Joint Stipulation of Settlement and Release Agreement and retains jurisdiction to enforce its terms pursuant to California Code of Civil Procedure section 664.6. No wage claims have been released as a result of this Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: 12/01/2023



Cecelyn B Kuhl

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court

**PROOF OF SERVICE - C.C.P. §§ 1013A, 2015.5
STATE OF CALIFORNIA, COUNTY OF ORANGE**

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 4100 Newport Place, Suite 820, Newport Beach, California 92660.

On December 4, 2023, I served true copies of the foregoing documents described as:
NOTICE OF ENTRY OF ORDER AND JUDGMENT RE APPROVAL OF PAGA SETTLEMENT AGREEMENT, FOR ATTORNEYS' FEES AND COSTS AND ADMINISTRATIVE FEES on the interested parties in this action, addressed as follows:

SERVICE LIST

Mark D. Kemple Ashley Farrell Pickett Matthew J. Weber GREENBERG TRAUIG, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067-2121 Email: kemplem@gtlaw.com farrellpicketta@gtlaw.com webermatt@gtlaw.com	<i>Attorneys for Defendant California Commerce Club, Inc.</i>
Aaron Bartz BARTZ LAW GROUP APC 5151 California Ave., Suite 100 Irvine, CA 92617 Email: aaron@bartzlawgroup.com	<i>Attorneys for Anthony Imperato and Calvin Peng aka Tzu-I Peng, individually and on behalf of other similarly situated employees</i>
Armond M. Jackson Andrea Fernandez JACKSON LAW, APC 2 Venture Plaza, Suite 240 Irvine, CA 92618 Email: ajackson@jacksonapc.com afernandez@jacksonapc.com	<i>Attorneys for Timoteo Regio Carranza, as an individual and on behalf of other similarly situated employees</i>
Ronald W. Makarem Cameron A. Stewart Kirk Donnelly MAKAREM & ASSOCIATES, APLC 11601 Wilshire Blvd., Suite 2440 Los Angeles, CA 90025-1760 Email: makarem@law-rm.com stewart@law-rm.com donnelly@law-rm.com	<i>Attorneys for Karina Elizalde, Rafael Garcia, and Tania Nelson, on behalf of all others similarly situated</i>
LWDA Via online submission https://dir.tfaforms.net/312	<i>Labor and Workforce Development Agency</i>

1 (X) BY ELECTRONIC TRANSMISSION: I caused the above document(s) to be
2 electronically served on the interested parties identified above by using www.caseanywhere.com
and the e-mail addresses maintained by www.caseanywhere.com for this case.

3 (X) (State) I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct, and that this declaration was executed on December 4, 2023, at
5 Newport Beach, California.

6 /s/ Jordan Carter /s/
7 Jordan Carter
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