	CIV-130
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joanna Ghosh (SBN 272479); Brittany Shaw (SBN 331773)	FOR COURT USE ONLY
LAWYERS for JUSTICE, PC 410 Arden Avenue, Suite 203	
Glendale, California 91203	
TELEPHONE NO.: (818) 265-1020 FAX NO. (Optional): (818) 265-1021	
E-MAIL ADDRESS (Optional): brittany@calljustice.com ATTORNEY FOR (Name): Plaintiffs and the Class	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA	
STREET ADDRESS: 161 N. First Street	
MAILING ADDRESS:	
CITY AND ZIP CODE: San Jose, CA 95113	
BRANCH NAME: Old Courthouse	
PLAINTIFF/PETITIONER: Adrian Turner, et al.	
DEFENDANT/RESPONDENT: Corinthian International Wage and Hour Cases	
NOTICE OF ENTRY OF JUDGMENT	CASE NUMBER:
OR ORDER	JCCP4886 / 16CV292208
(Check one): UNLIMITED CASE (Amount demanded exceeded \$25,000) LIMITED CASE (Amount demanded was \$25,000 or less)	Dept. 19
TO ALL PARTIES:	
1. A judgment, decree, or order was entered in this action on <i>(date)</i> : November 18, 2	2024
A copy of the judgment, decree, or order is attached to this notice. Exhibit A - Order After Hearing Granting Final Approval of Class Settlement.	and Entering Judgment
Date: November 20, 2024	416/00

(SIGNATURE)

Brittany Shaw

(TYPE OR PRINT NAME OF ATTORNEY

PARTY WITHOUT ATTORNEY)

PLAINTIFF/PETITIONER: Adrian Turner, et al.

DEFENDANT/RESPONDENT: Corinthian International Wage and Hour Cases

CASE NUMBER:

JCCP4886 / 16CV292208

PROOF OF SERVICE BY FIRST-CLASS MAIL NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1.		m at least 18 years old and not a party to this action. I am a lace, and my residence or business address is (specify):	esio	dent of or employed in the county where the mailing took
2.		erved a copy of the <i>Notice of Entry of Judgment or Order</i> by en ly prepaid and <i>(check one):</i>	clos	sing it in a sealed envelope with postage
	a.	deposited the sealed envelope with the United States P	osta	al Service.
	b.	placed the sealed envelope for collection and processing with which I am readily familiar. On the same day correspondenced in the ordinary course of business with the University of the contraction of the	spor	ndence is placed for collection and mailing, it is
3.	Th	e Notice of Entry of Judgment or Order was mailed:		
	a.	on (date):		
	b.	from (city and state):		
4.	Th	e envelope was addressed and mailed as follows:		
	a.	Name of person served:	c.	Name of person served:
		Street address:		Street address:
		City:		City:
		State and zip code:		State and zip code:
	b.	Name of person served:	d.	Name of person served:
		Street address:		Street address:
		City:		City:
		State and zip code:		State and zip code:
		Names and addresses of additional persons served are atta	ache	ed. (You may use form POS-030(P).)
5.	Nu	mber of pages attached		
:	***	SEE ATTACHED PROOF OF SERVICE		
l de	cla	re under penalty of perjury under the laws of the State of Califo		
Dat	۵.	November 20, 2024		1
Da	_	November 20, 2024 Indi Vega		(SIGNATURE OF DECLARANT)
		(TYPE OR PRINT NAME OF DECLARANT)	- 5	(SIGNATURE OF DECLARANT)

EXHIBIT A

EFS-020Miller

on 11/15/2024 12:03 PM Reviewed By: F. Miller	
Reviewed By: F. Miller	
_	
-000 #4 <i>6(*\\')</i> (\')')'\\\	
Case #16CV292208 Envelope: 17320117	
CASE NUMBER:	
JCCP4886 / 16CV292208	
JUDICIAL OFFICER:	
Theodore C. Zayner	
DEPT: 19	

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:

Plaintiff Adrian Turner, et al.

2. Title of the proposed order:

Order After Hearing Granting Final Approval of Class Action Settlement and Entering Judgment

- 3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval Hearing
 - b. Date and time: November 6, 2024 at 1:30pm
 - c. Place: Downtown Superior Court 191 N. First Street San Jose, CA 95113-1090
- 4. The proposed order was served on the other parties in the case.

Brittany Shaw	Brittany 18haw
(TYPE OR PRINT NAME)	(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 2

Filed

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On November 6, 2024, a hearing was held on the Motion for Final Approval of Class Action Settlement ("Motion") filed by Plaintiffs Adrian Turner and Mykale Rocquemore ("Plaintiffs"), on behalf of the Class and the State of California with respect to PAGA Group Members.

On November 14, 2023, the Court entered the Order Granting Plaintiffs' Amended Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby granting preliminary approval of the settlement of the action in accordance with the Class Action Settlement Agreement, as amended by the Amendment to the Class Action Settlement Agreement and the Second Amendment to the Class Action Settlement Agreement (collectively, "Settlement" or "Settlement Agreement"). On April 23, 2024, Plaintiffs filed their Motion for Final Approval of Class Action Settlement and supporting documents. On May 14, 2024, the Court issued its Tentative Ruling regarding the Motion for Final Approval of Class Action Settlement, which the parties submitted on and which was adopted by the Court as its order on May 15, 2024 ("May 15, 2024 Ruling"). By way of the May 15, 2024 Ruling, the Court made a partial ruling on the Motion, continued the hearing on the Motion ("Final Approval Hearing") to July 3, 2024 at 1:30 p.m. in Department 19, and required that the Parties provide the Court with clarification regarding the class size and why notice of the Settlement was only mailed to 3,372 class members.

On June 18, 2024, the Court granted the parties' Joint Stipulation to Continue the Final Approval Hearing, and continued the Final Approval Hearing to November 6, 2024 at 1:30 p.m.

On July 17, 2024, the parties filed the Declaration of Sherri Carnesecca, Chief Financial Officer at Defendant, along with a stipulation, which the Court approved when it entered the Stipulation to Mail Additional Corrective Class Notices and Order Thereon ("Additional and Corrective Notice Order"), that same day on July 17, 2024. By way of the Additional and Corrective Notice Order, the Court ordered, *inter alia*, that the Settlement Administrator process Updated Class Data, recalculate Workweeks, Settlement Shares, and PAGA Shares, distribute notice of the Settlement to Class Members that had been omitted from the original December

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22, 2023 notice mailing and provide them a deadline to opt out, object, and/or dispute Workweeks credited to them, and distribute a corrective notice to Class Members that had been included in the original December 22, 2023 notice mailing advising them of corrected estimated payment information and providing them an additional deadline to opt out, object, and/or dispute Workweeks credited to them.

In accordance with the Preliminary Approval Order and the Additional and Corrective Notice Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order, May 15, 2024 Ruling, Additional and Corrective Notice Order, and at the Final Approval Hearing, the Court grants the Motion and grants final approval of the Settlement, and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

1. The following persons are Class Members for the purpose of the Settlement in this matter:

all current and former hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time during the period of time from June 11, 2011 to November 14, 2023 who did not opt out of the Settlement ("Participating Class Member(s)").

- 2. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the Class meets all of the legal requirements for class certification, and it is hereby ordered that the Class as defined here, is finally approved and certified as a class for purposes of the Settlement.
- The Court appoints Plaintiffs Adrian Turner and Mykale Rocquemore as representatives of the Class, and appoints Schneider Wallace Cottrell Konecky LLP, Lawyers for Justice PC, and Justice Law Corporation as counsel for the Class.
- 4. Pursuant to the Preliminary Approval Order and Additional and Corrective Notice Order, a Notice of Settlement ("Class Notice") was sent to each Class Member by first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their estimated Settlement Share and PAGA Share (if applicable), and their right to object to the Settlement, to

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opt out of the class action portion of the Settlement and pursue their own remedies, and dispute the Workweeks credited to them. Adequate notice and periods of time to respond, were provided to the Class Members by the procedures completed by the Settlement Administrator in this matter.

- 5. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.
- No Class Members objected to the Settlement as part of the notice process or at 6. the Final Approval Hearing.
- 7. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member and that the Class Members who have not opted out will be bound by the class action portion of the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.
- 8. The Settlement Administrator received Elections Not to Participate in Settlement from Christopher Wong, Gwendolyn Jones, and Tzitlalic Gomez, and they are deemed to have opted out and will not be bound by the class action portion of the Settlement nor its release of claims. All remaining Class Members did not submit Elections Not to Participate in Settlement and are thereby Participating Class Members under the Settlement.
- 9. The Court finds and determines that the Settlement Shares to be paid to the Participating Class Members, as provided for by the Settlement, are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts to be made to the Participating Class Members from the Net Settlement Amount in accordance with the Settlement.

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10. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the abovecaptioned action and the Settlement pursuant to California Labor Code § 2699, subdivision (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. Pursuant to California Labor Code § 2699, subdivisions (1)(2) and (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. On April 23, 2024, Plaintiff submitted to the LWDA a copy of the Settlement and a copy of the Motion and supporting papers. The Court finds and determines that this notice of the Settlement complied with the statutory requirements of PAGA.

- The Court finds and determines that the PAGA Allocation of \$50,000.00 for civil 11. penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the PAGA be paid from the Gross Settlement Amount, and distributed to the LWDA and PAGA Group Members in accordance with the Settlement.
- 12. The Court finds and determines that the fees and expenses of Atticus Administration, LLC in administrating the Settlement, in the amount of \$46,923.00, are fair and reasonable, and the Court hereby gives final approval to and orders that this amount be paid from the Gross Settlement Amount in accordance with the Settlement.
- 13. In addition to any Settlement Share and/or PAGA Share that Plaintiffs may receive, and in recognition of the Plaintiffs' efforts on behalf of the Class, the Court hereby approves payment to Plaintiffs in the amount of \$10,000.00 each as the Class Representative Service Payments. These awards shall be paid from the Gross Settlement Amount in accordance with the Settlement.
- 14. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of \$350,000.00, plus costs and expenses in the amount of \$112,256.78. This shall be paid from the Gross Settlement Amount in accordance with the Settlement.

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- 15. Without affecting the finality of this order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.
- 16. 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.
- 17. As of the Effective Date, in exchange for the consideration set forth in the Settlement, Plaintiffs release any and all known and unknown claims against Defendant, together with all of Defendant's past and present parents, subsidiaries, predecessors, successors, affiliates and related entities, and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, heirs, representatives, principals, accountants, auditors, consultants, insurers and reinsurers, agents, attorneys, and any other entities that may be considered joint employers ("Released Parties"), including any and all known and unknown claims that arise out of or relate to the allegations in the Action, as well as attorneys' fees and costs, and waive the protection of California Civil Code section 1542 with respect to claims encompassed in this release.
- 18. As of the Effective Date, in exchange for the consideration set forth in the Settlement, all Plaintiffs and Participating Class Members release the Released Parties from the Released Claims for the Class Period.
 - "Released Claims" means all claims that were or could have been asserted based on the facts alleged in the Second Amended Complaint by Plaintiffs and Class Members, including, but not limited to, claims based on Defendant's alleged: (1) failure to provide employees with meal and rest periods; (2) failure to pay minimum wages and overtime; (3) failure to pay wages during employment at termination; (4) failure to reimburse business expenses; (5) failure to provide seating; and (6) unfair competition. The Released Claims expressly exclude all claims for civil penalties under the PAGA and all other claims, including claims for

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vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims arising outside of the Class Period.

- "Class Period" means the period from June 11, 2011 to November 14, 2023.
- 19. As of the Effective Date and upon Defendant fully funding the Settlement, all PAGA Group Members and the State of California, shall be deemed to have fully, finally, and forever released, relinquished, and will release the Released Parties from the following claims arising under the PAGA during the PAGA Period: all claims that were or could have been asserted based on the facts alleged in the Second Amended Complaint by Plaintiffs and Class Members under the PAGA, including, but not limited to, PAGA claims based on Defendant's alleged: (1) failure to provide employees with meal and rest periods; (2) failure to pay minimum wages and overtime; (3) failure to pay wages during employment at termination; (4) failure to reimburse business expenses; and (5) failure to provide seating.
 - "PAGA Group Member(s)" means all current and former hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time during the PAGA Period.
 - "PAGA Period" means the period from January 21, 2015 to November 14, 2023.
- 20. In the event that (1) Defendant does not fully fund the Gross Settlement Amount following the Effective Date pursuant to the terms of the Settlement, and (2) any funding installment for the Gross Settlement Amount required to be paid by Defendant pursuant to the terms of the Settlement remains unpaid for a period of at least 90 days after it is due, Plaintiffs may file the necessary motion(s) to vacate the Court's approval of the Settlement, vacate the Court's entry of judgment, and/or proportionally reduce any release of claims based on the pro rata amount of the Gross Settlement Amount that remains unpaid.
- 21. The parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement.

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22. The parties are hereby ordered to comply with the terms of the Settlement, including but not limited to the following requirements and deadlines:

Event	Deadline
Defendant to fund the Gross Settlement	The date by which all of the following have occurred: (1) the Settlement Agreement is approved by the Court; and (2) the Judgment becomes "final," which means the last of the following dates as applicable: (1) if no objection to the Settlement is made, the date the Judgment is entered; (2) if an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (3) if Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal. (i) \$600,000.00 will be paid by Defendant within 15 days of the Effective Date; and
Amount	within 15 days of the Effective Date; and (ii) The remaining \$450,000.00 shall be paid by Defendant by way of quarterly payments over a two-year period beginning 90 days after the first payment of \$600,000 has been made (and these quarterly payments shall consist of no more than nine (9) equal payments), and Defendant shall also fund the entire amount necessary for it to pay its share of employer-side only payroll taxes with the first of these quarterly payments.
Settlement Administrator to disburse all amounts due under the Settlement from the Gross Settlement Amount	Within 15 days after Defendant funds the first \$600,000 installment of the Gross Settlement Amount, Settlement Administrator will make the first round of payments ("First Disbursement") provided for in Paragraph III.F.10 of the Settlement Agreement, as amended by the Amendment to Class Action Settlement Agreement. To the extent funds are necessary to pay the employer-side payroll taxes for the first round of partial Settlement Share payments, they may be paid from the first \$600,000 installment (with adjustments made to the amount of

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Class Counsel Litigation Expenses Payment to be paid to Class Counsel from the first round of payments, with the remainder deferred to the second round of payment) and recouped from the later payment of the employer-side payroll taxes by Defendant and payments to Class Members may be adjusted accordingly. To the extent any of the first \$600,000 installment of the Gross Settlement Amount is not exhausted by the first round of payments, the remaining funds shall remain in the Qualified Settlement Fund established by the Settlement Administrator and shall be distributed with the Second Disbursement.

Within 15 days after Defendant completes funding of the remaining \$450,000 plus amounts necessary to pay Defendant's share (employer-side only) of payroll taxes, Settlement Administrator will make the second round of payments ("Second Disbursement") provided for in Paragraph III.F.10 of the Settlement Agreement, as amended by the Amendment to Class Action Settlement Agreement. If the amount of uncashed checks from the First Disbursement equals or exceed \$100,000.00, then, the portion of those funds associated with uncashed Settlement Share checks will be redistributed to the Participating Class Members who cashed the payment issued to them from the First Disbursement using the formula for the initial distribution adjusted to exclude those Participating Class Member who did not cash the payment issued to them from the First Disbursement, and the portion of those funds associated with uncashed PAGA Share checks will be redistributed to the PAGA Group Members who cashed the payment issued to them from the First Disbursement using the formula for the initial distribution adjusted to exclude those PAGA Group Members who did not cash the payment issued to them from the First Disbursement. If the amount of

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	uncashed checks from the First Disbursement is less than \$100,000.00, then, those funds shall remain in the Qualified Settlement Fund established by the Settlement Administrator and shall be distributed with the Second Disbursement.
	Any funds associated with uncashed Settlement Share and PAGA Share checks remaining in the Qualified Settlement Fund after the check cashing deadline for Second Disbursement to Participating Class Members and PAGA Group Members will be paid to California Rural Legal Assistance as a <i>cy pres</i> recipient.
Check Cashing Deadline for First	180 days after mailing of the Settlement
Disbursement to Participating Class	Share and PAGA Share checks for the First
Members and PAGA Group Members	Disbursement.
Check Cashing Deadline for Second	180 days after mailing of the Settlement
Disbursement to Participating Class	Share and PAGA Share checks for the
Members and PAGA Group Members	Second Disbursement.
Class Counsel's Deadline to File	Within 30 days after the last deadline for
Settlement Administrator's Final Report	Participating Class Members and PAGA
with Court	Group Members to cash checks issued to
	them.
Class Counsel's Deadline to Lodge a	In the event that funds from uncashed
Proposed Amended Judgment (If	checks are to be distributed to the <i>cy pres</i>
Applicable) with the Court	beneficiary, in addition to the above-
	referenced Settlement Administrator's
	Final Report, Class Counsel shall also
	lodge a proposed amended judgment
	that directs that the funds from uncashed
	checks, plus any interest that has accrued
	thereon, be paid to the <i>cy pres</i> beneficiary,
	in compliance with California Code of
	Civil Procedure Section 384(b), at least
	five (5) court days prior to the Final
	Compliance Hearing.

23. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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24. Individualized notice of this Order and Judgment is not required. The Settlemen
Administrator shall post a copy of this Order and Judgment on the Settlement-related website
for a period of sixty (60) calendar days after the date of entry of this Order and Judgment. Class
Counsel shall also submit a copy of the Order and Judgment to the LWDA in accordance with
California Labor Code section 2699(1)(3).

25. A Status Hearing regarding compliance with the Settlement is set for November 5, 2025, at 2:30 p.m. in Department 19. The Parties shall file a Joint Report with the progress of the Settlement and suggest a date for a further Status Hearing at least five (5) court days prior to the Status Hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: November 18, 2024

The Honorable Theodore Q. Zayner Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 20, 2024, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Carolyn H. Cottrell <u>ccottrell@schneiderwallace.com</u>
David C. Leimbach <u>DLeimbach@schneiderwallace.com</u>

SCHNEIDER WALLACE COTTRELL KONECKY, LLP

2000 Powell Street, Suite 1400

Emeryville, California 94608

Co-Counsel for Plaintiff ADRIAN TURNER

Douglas Han dhan@justicelawcorp.com

JUSTICE LAW CORPORATION

751 North Fair Oaks Avenue, Suite 101 Pasadena, California 91103

Attorneys for Plaintiff MYKALE ROCQUEMORE

Susan E. Bishop <u>susan.bishop@berliner.com</u>
Ori Edelstein <u>oedelstein@schneiderwallace.com</u>

BERLINER COHEN, LLP

Ten Almaden Boulevard, 11th Floor

San Jose, California 95113-2233

Attorneys for Defendant CORINTHIAN INTERNATIONAL WAGE AND HOUR CASES

| [X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(e)(1) and 101.6(e)(2), and/or California Rules of Court, Rule 2.251(c)(3), and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

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State of California, Labor & Workforce Development Agency Web URL: http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(1). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 20, 2024, at Glendale, California.

Cindi Vega