

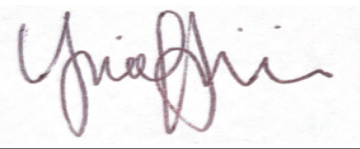
ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: Joanna Ghosh (SBN 272479); Yasmin Hosseini (SBN 326399) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 410 Arden Avenue, Suite 203 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 EMAIL ADDRESS: joanna@calljustice.com; yasmin@calljustice.com ATTORNEY FOR (name): Plaintiffs Marie Pacheco & Rafael Robinson <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring Street Courthouse	<b>FOR COURT USE ONLY</b>
PLAINTIFF/PETITIONER: Plaintiffs Marie Pacheco & Rafael Robinson DEFENDANT/RESPONDENT: Morrow-Meadows Corporation	
<p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p>(Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>      <input type="checkbox"/> <b>LIMITED CASE</b>          (Amount demanded exceeded \$35,000)      (Amount demanded was \$35,000 or less)</p>	CASE NUMBER: JCCP4858 Dept. SSC9

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): July 25, 2024
2. A copy of the judgment, decree, or order is attached to this notice.  
 Exhibit A – Final Ruling Re: Motion for Final Approval of Class Action Settlement  
 Exhibit B – Minute Order Re Hearing on Motion for Final Approval of Settlement

Date: July 25, 2024

Yasmin Hosseini  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)



(SIGNATURE)

# **EXHIBIT A**

07/25/2024

David W. Slayton, Executive Officer / Clerk of Court

R. Arraiga Deputy

**FINAL RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**Morrow-Meadows Wage and Hour Cases**

Included Actions: *Marie Pacheco v. Morrow-Meadows Corporation* (BC590427); *Noriega v. Morrow-Meadows Corporation* (San Diego Sup. Ct. Case No. 37-2015-00033224-CU-OE-CTL)

**Hearing Date: July 25, 2024**

**Coordinated Case No. JCCP4858**

**Department SSC-9**

**Judge Elaine Lu**

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is **\$1,300,000**, non-reversionary. (¶3.1)
- B. The Net Settlement Amount (|Net|) is the GSA minus the following:
  - o **\$433,333.33** (33%) for attorney fees to Class Counsel (¶3.2.2);
  - o **\$38,434.88** for litigation costs to Class Counsel (Ibid.);
  - o **\$22,500** incentive award to the Named Plaintiffs (\$7,500 each to Rafael Robinson, Araceli Noriega, and Marie Pacheco) (¶3.2.1);
  - o **\$39,283.29** for settlement administration costs (¶3.2.3); and
  - o **\$30,000** (75% of \$40,000 PAGA penalty) to the LWDA. (¶3.2.5)
- C. Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶3.1)
- D. Plaintiffs' release of Defendants from claims described herein.

Plaintiff's counsel shall file a [proposed] Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement that three class members requested exclusion.

By **September 23, 2024**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **October 27, 2025**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a **Non-Appearance Case Review for November 3, 2025, 8:30 a.m., Department 9.**

### **BACKGROUND**

This is a wage and hour class action. This Coordinated Proceeding involves two wage and hour civil actions by hourly employees against Morrow-Meadows Corporation (“the Company”), a large commercial electrical contractor: *Marie Pacheco and Rafael Robinson v. Morrow-Meadows Corporation*, filed in Los Angeles Superior Court on August 5, 2015, which alleged class action claims but not PAGA claims, and *Araceli Noriega v. Morrow-Meadows Corporation*, filed in San Diego Superior Court on October 10, 2015, which alleged only PAGA claims.

On August 10, 2015, the Sullivan Law Group as counsel for Plaintiff Araceli Noriega sent a "PAGA Letter" to the LWDA alleging that the Company had failed to pay minimum wage and overtime compensation, provide accurate and compliant wage statements, provide compliant meal and rest periods, reimburse business expenses, and pay all wages due in a timely manner to all non-exempt Office Employees and Union Employees of the Company in California. The LWDA took no enforcement action against the Company in response to the PAGA Letter.

On October 10, 2015, Plaintiff Noriega filed a civil action against the Company in the Superior Court of California, County of San Diego, alleging all of the claims in her PAGA letter for herself and as a representative of all other Office Employees and Union Employees of the Company in California, and seeking statutory penalties, unpaid and underpaid wages, interest, attorneys' fees, costs, and other relief.

In February 2016, the civil action filed by Plaintiff in San Diego Superior Court was coordinated with a similar civil action filed in Los Angeles Superior Court entitled *Marie Pacheco and Rafael Robinson v. Morrow-Meadows Corporation* into the instant Judicial Council Coordination Proceeding, assigned to Judge John Shephard Wiley, Jr.

By stipulation filed on June 6, 2017, Plaintiff filed a First Amended Complaint in the Action that repeats the same allegations as her original Complaint but also alleges common law and statutory class action claims for wages, damages, penalties, interest, attorneys' fees and costs on behalf of the putative class of all current and former Office Employees and Field Employees of the Company in California during the four-year statutory period commencing with the filing of the Action.

Following direct negotiations, without the assistance of a mediator, Defendant and Counsel for Plaintiff Araceli Noriega reached agreement regarding a settlement of all alleged class claims.

The Court granted Preliminary Approval of the parties' settlement at a hearing held on January 19, 2018, and later confirmed the ruling in the written order which is dated February 28, 2018. A series of final approval hearings took place with counsel filing multiple supplemental briefings, including a Fourth Amended Settlement Agreement filed on February 19, 2019. The final approval order was signed by Judge Palazuelos on March 27, 2019, over the objections from Objector Pacheco.

Thereafter, the Pacheco plaintiffs filed an appeal that resulted in an unpublished decision, *Morrow Meadows Wage and Hour Cases*, (unpub. Jan 6, 2021) 2d Civ. No. B298816 p. 6-7, 8. On January 6, 2021, the Court of Appeal reversed with specific instructions: The Superior Court needed to articulate why it found Plaintiff Noriega to be an adequate class representative.

In July 2021, the parties again sought preliminary approval and the Pacheco objectors opposed preliminary approval. On August 23, 2021, the court continued preliminary approval for further briefing.

Thereafter, the parties and counsel in both cases then held a global mediation with Jill Sperber Esq. in June 2022, and thereafter agreed to new terms for the settlement including an additional \$200,000 in settlement money from Morrow-Meadows (for a total of \$1.3 million dollars), distribution on a per workweek rather than per capita basis, and appointment of Ms. Pacheco and Mr. Robinson as co-class representatives and their counsel as co-class counsel. A copy of the partially executed settlement agreement was filed with the court on May 15, 2023 attached to the Declaration of Bruce D. May (“May Decl.”) ISO Preliminary Approval as Exhibit A. On May 17, 2023, counsel filed a fully executed Agreement to the Supplemental Declaration of Eric K. Yaeckel (“Yaeckel Supp. Decl.”) ISO Preliminary Approval as Exhibit A.

Preliminary Approval was granted on December 18, 2023. Notice was given to the Class Members as ordered. (See Declaration of Bernella Osterlund (“Osterlund Decl.”); Supplemental Declaration of Bernella Osterlund (“Osterlund Supp. Decl.”); Second Supplemental Declaration of Bernella Osterlund (“Osterlund 2<sup>nd</sup> Supp. Decl.”).)

Now before the Court is the motion for final approval of the settlement agreement.

#### **CLASS DEFINITION AND ESSENTIAL MONETARY TERMS OF SETTLEMENT AGREEMENT**

- “Class Member” means each person employed by the Company in California who worked for the Company in any hourly position for any amount of time during the Class Period. (Settlement Agreement, ¶1.5)
  - “Class Period” means the period from August 5, 2011 to February 28, 2018 (¶1.11)
- “Aggrieved Employee” means each person employed by the Company in California who worked for the Company in any hourly position for any amount of time during the PAGA Period. (¶1.4)
  - “PAGA Period” means the period from August 10, 2014, to February 28, 2018.. (¶1.31)
- At the time of Plaintiff Noriega’s filing of the Motion for Final Approval, there were 3,386 Class Members and 1,825 Aggrieved Employees. Defendant has confirmed that at the time these data points were provided by Defendant, all employees who were salaried at that time were excluded. Defendant has also confirmed that Defendant later realized that these data points inadvertently excluded employees who had worked during the Class Period and/or PAGA Period as hourly employees (i.e., Class Members and/or Aggrieved Employees), but had been promoted to a salaried position by the end of the Class Period and/or PAGA Period. Based on this discovery and a review of its records to date, the Company estimated there were 5,322 Class Members who collectively worked a total of 362,468 Workweeks during the Class Period, and 1,759

Aggrieved Employees who worked a total of 58,450 PAGA Pay Periods during the PAGA Period. (¶4.1)

- There are 5,208 individuals broken down as: 1,859 aggrieved employees, and 5,060 class members. (Osterlund Supp. Decl., ¶2.) There are 1,711 individuals who fall into both categories. (*Ibid.*) The 1,859 aggrieved employees worked 64,146 PAGA work weeks, and the 5,057 class members worked 381,895 work weeks. (Osterlund 2<sup>nd</sup> Supp. Decl., ¶4.)
- The Gross Settlement Amount (“GSA”) is **\$1,300,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) (**\$724,883.38**) is the GSA minus the following:
  - Up to **\$433,333.33** (33%) for attorney fees (¶3.2.2);
    - **Fee Split:** 65% to Sullivan & Yaeckel Law Group, APC and 35% to Lawyers for Justice, PC. (*Ibid.*)
  - Up to **\$50,000** for litigation costs (*Ibid.*);
  - Up to **\$22,500** for Service Payments to the Named Plaintiffs (\$7,500 x3) (¶3.2.1);
  - Up to **\$39,283.29** for settlement administration costs (¶3.2.3); and
  - Payment of **\$30,000** (75% of \$40,000 PAGA penalty) to the LWDA. (¶3.2.5)
- Defendants will pay their share of taxes separate from the GSA. (¶3.1)
- Funding of Settlement: The Company shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Company’s share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. (¶4.3)
- Uncashed Settlement Checks: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days after mailing) (¶4.4.1), the Administrator shall transmit the funds represented by such checks to the Public Law Center, 601 West Civic Center Drive, Santa Ana CA 92701; telephone: (714) 541-1010 (“the Cy Pres Recipient”) pursuant to Code of Civil Procedure Section 384, subd. (b). Before entry of an amended judgment pursuant to Code of Civil Procedure Section 384, the Court shall determine the total amount that all Class Members and Aggrieved Employees would be entitled to receive under this Settlement, and shall set a hearing at which counsel for all Parties shall report the actual amount to be paid. If appropriate, the Court shall amend the Judgment to direct that any unpaid residue or unclaimed or abandoned class member funds, plus interest if any accrued thereon shall be paid to the Cy Pres Recipient. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.). (¶4.4.3)
- Counsel submitted the Settlement Agreement to the LWDA on May 12, 2023. (POS to LWDA).

### **ANALYSIS OF SETTLEMENT AGREEMENT**

#### **A. Does a presumption of fairness exist?**

The Court preliminarily found in its Order on December 18, 2023 that the presumption of fairness should be applied. No facts have come to the Court’s attention that would alter that

preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

**B. Is the settlement fair, adequate, and reasonable?**

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

- Number of class members: 5,060 (Osterlund Supp. Decl., ¶12.)
- Number of Aggrieved Employees: 1,859 (Osterlund Supp. Decl., ¶14.)
- Number of notice packets mailed: 5,208 (Osterlund Supp. Decl., ¶13.)
- Number of undeliverable notices: 12 (*Id.* at ¶16.)
- Number of opt-outs: 3 (*Id.* at ¶17.)
- Number of objections: 0 (*Id.* at ¶18.)
- Number of participating class members: 5,205 (*Id.* at ¶14.)
- Average individual payment: \$141.36 (Osterlund Decl., ¶19.)
- Highest estimated payment: \$797.44 (*Ibid.*)
- Lowest estimated payment: \$1.87 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

**C. Attorney Fees and Costs**

Class Counsel request \$433,333.33 (33%) in fees and \$38,434.88 in litigation costs and expenses. (Motion ISO Final, 1:13-15.) The Settlement provides for attorney's fees up to \$433,333.33 (33%) and costs of up to \$50,000 (Settlement Agreement, ¶13.2.2); the class was provided notice of the requested awards, and no class member objected. (Osterlund Decl., ¶18 and Exhibit A thereto.)

The following fee split has been agreed upon herein: 65% to Sullivan & Yaeckel Law Group, APC and 35% to Lawyers for Justice, PC. Settlement Agreement, ¶13.2.2.)

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Final, pgs. 10-14.)

The fee request represents 33% of the gross settlement amount which is the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 (“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.”).

Counsel has provided the following lodestar information:

FIRM	HOURS	RATE	TOTAL
Lawyers for Justice, PC	908.5	\$850	\$772,225.00

Sullivan & Yaeckel Law Group, APC	606.65	\$360 -\$650	\$377,208.89
<b>TOTAL</b>	<b>991.7</b>		<b>\$1,149,826</b>

(Ghosh Decl. ISO Final, ¶¶9-10 and Exhibit A thereto; Yaeckel Decl. ISO Final Approval, ¶¶25-28 and Exhibit B thereto.)

Therefore, Class Counsel have incurred a total loadstar of \$1,149,826, resulting in a negative multiplier to reach the fee request. (*Ibid.*)

As for costs, class counsel has incurred costs of \$38,434.88. (Ghosh Decl. ISO Final, ¶16 and Exhibit B thereto; Yaeckel Decl. ISO Final Approval, ¶129 and Exhibit C thereto.) Class Counsel is requesting \$38,434.88 in costs, which is less than the settlement cap of \$50,000. (*Ibid.*) The costs in this case include, but are not limited to, costs associated the filing/service costs (\$6,690.87), mediation costs (\$14,670), case anywhere costs, and court reporting/transcript costs (\$2,438.45). (*Ibid.*) The costs seem reasonable and necessary to litigation. (*Ibid.*)

Based on the above, the Court hereby awards **\$433,333.33 (1/3)** for fees and **\$38,434.88** for litigation costs.

**D. Incentive Award to Class Representative**

The Settlement Agreement provides for up to **\$22,500** for incentive awards to the class representatives (\$7,500 each). (Settlement Agreement, ¶3.2.1.)

Plaintiff Robinson represents that his contributions to this litigation include, but are not limited to spending at least 47 hours on the following: obtaining counsel, gathering documents, reviewing documents, answering counsel’s questions, developing a strategy, identifying witnesses, and reviewing the settlement agreement. (Robinson Decl., ¶¶3-7.)

Plaintiff Noriega represents that her contributions to this litigation include, but are not limited to spending at least 44.5 hours on the following: obtaining counsel, gathering documents, reviewing over 1,000 documents and discovery responses, answering counsel’s questions, developing a strategy, and reviewing the settlement agreement. (Noriega Decl., ¶¶3-8.)

Plaintiff Pacheo represents that her contributions to this litigation include, but are not limited to spending at least 50 hours on the following: obtaining counsel, gathering documents, reviewing documents, answering counsel’s questions, developing a strategy, identifying witnesses, and reviewing the settlement agreement. (Pacheo Decl., ¶¶3-7.)

Based on the above, the Court hereby awards an enhancement payment in the amount of **\$7,500** per Plaintiff for a total of **\$22,500**.

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**E. Claims Administration Costs**

The claims administrator requests **\$39,283.29** for the costs of administering the settlement. (Osterlund Decl., ¶10.) This is equal to the \$39,283.29 maximum amount estimated in the Settlement Agreement; (Settlement Agreement, ¶3.2.3); and disclosed in the notice to class members. Based on all the work performed by the Claims Administrator, the Court hereby awards costs in the requested amount of **\$39,283.29**.

**CONCLUSION**

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is **\$1,300,000**, non-reversionary. (¶3.1)
- B. The Net Settlement Amount (|Net|) is the GSA minus the following:
  - o **\$433,333.33** (33%) for attorney fees to Class Counsel (¶3.2.2);
  - o **\$38,434.88** for litigation costs to Class Counsel (Ibid.);
  - o **\$22,500** incentive award to the Named Plaintiffs (\$7,500 each to Rafael Robinson, Araceli Noriega, and Marie Pacheco) (¶3.2.1);
  - o **\$39,283.29** for settlement administration costs (¶3.2.3); and
  - o **\$30,000** (75% of \$40,000 PAGA penalty) to the LWDA. (¶3.2.5)
- C. Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶3.1)
- D. Plaintiffs' release of Defendants from claims described herein.

Plaintiff's counsel shall file a proposed Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement that three class members requested exclusion.

By **September 23, 2024**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **October 27, 2025**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a **Non-Appearance Case Review for November 3, 2025, 8:30 a.m., Department 9.**

JUDICIAL ASSISTANT TO GIVE NOTICE TO MOVING PARTY (PLAINTIFF). THE MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: July 25, 2024



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu

Judge of the Superior Court.  
Elaine Lu, Judge

# **EXHIBIT B**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 9

**JCCP4858**

**MORROW-MEADOWS WAGE AND HOUR CASES**

July 25, 2024

10:00 AM

Judge: Honorable Elaine Lu  
Judicial Assistant: R. Arraiga  
Courtroom Assistant: M. Tavakoli

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Final Approval of Settlement (Underlying cases BC590427 / 37-2015-00033224-CU-OE-CT);

The Hearing on Motion for Final Approval of Settlement (Underlying cases BC590427 / 37-2015-00033224-CU-OE-CT scheduled for 07/25/2024 is 'Held - Motion Granted' for cases 37-2015-00033224-CU-OE-CTL, 37-2015-00033224-CU-OE-CTL, and BC590427.

The matter is NOT called for hearing.

As this hearing was continued from 07/08/2024, the parties previously accepted the assignment of Judge Elaine Lu to preside over this matter.

The Court's tentative ruling was served on the parties via Case Anywhere this date (07/25/2024).

The parties submitted to the Court's tentative ruling via the Case Anywhere message board this date (07/25/2024).

No objectors appear this date in Court.

The Court now adopts its tentative **RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

The Court's ruling is as follows:

**The Plaintiff's Unopposed Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Award filed by Marie Pacheco on 06/05/2024 in case number BC590427 and Unopposed Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 9

**JCCP4858**

**MORROW-MEADOWS WAGE AND HOUR CASES**

July 25, 2024

10:00 AM

Judge: Honorable Elaine Lu  
Judicial Assistant: R. Arraiga  
Courtroom Assistant: M. Tavakoli

CSR: None  
ERM: None  
Deputy Sheriff: None

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**Award filed by Araceli Noriega on 06/12/2024 in case number 37-2015-00033224-CU-OE-CTL are Granted.**

The motions are **GRANTED** as the settlement is fair, adequate, and reasonable.

Plaintiff's counsel shall file a [proposed] Order and Judgment, consistent with the Court's final ruling containing all requisite terms, including the class definition, release language, and the names of any class members who requested exclusion **FORTHWITH**.

By 09/23/2024, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By 10/27/2025, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds. If the report is **NOT** filed by said date subsequently an Order to Show Cause Re: Sanctions will be set.

**A Non-Appearance Case Review Re: Distribution is scheduled for 11/03/2025 at 08:30 AM in Department 9 at Spring Street Courthouse on cases 37-2015-00033224-CU-OE-CTL and BC590427.**

The Judicial Assistant to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all parties.

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

A copy of this minute order will append to the following coordinated cases under JCCP4858: 37-2015-00033224-CU-OE-CTL and BC590427.

**PROOF OF SERVICE**

1  
2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

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

6 On July 25, 2024, I served the foregoing document(s) described as: **NOTICE OF**  
7 **ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic  
8 Service as follows:

9 Bruce D. May ([bmay@stuartkane.com](mailto:bmay@stuartkane.com))  
10 **STUART KANE LLP**  
11 620 Newport Center Drive, Suite 200  
12 Newport Beach, CA 92660

13 *Attorneys for Defendant*

14 Ryan T. Kuhn ([ryan@sullivanlawgroupapc.com](mailto:ryan@sullivanlawgroupapc.com))  
15 Eric Yaeckel ([yaeckel@sullivanlawgroupapc.com](mailto:yaeckel@sullivanlawgroupapc.com))  
16 Clint Engleson ([cengleson@sullivanlawgroupapc.com](mailto:cengleson@sullivanlawgroupapc.com))  
17 **SULLIVAN & YAECKEL LAW GROUP, APC**  
18 2330 Third Avenue  
19 San Diego, CA 92101

20 *Attorneys for Araceli Noriega*

21 **[X] BY ELECTRONIC SERVICE**

22 Pursuant to the Court's Order regarding Electronic Service, I caused the documents  
23 described above to be E-Served through Case Anywhere by electronically mailing a true  
24 and correct copy through Case Anywhere to the individual(s) listed above.

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

27 **[X] BY ONLINE SUBMISSION**

28 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(l). 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 July 25, 2024, at Glendale, California.



Sarin Yeranossian