

EDWIN AIWAZIAN (SBN 232943)  
JOANNA GHOSH (SBN 272479)  
ELIZABETH PARKER-FAWLEY (SBN 301592)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, CA 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

**FILED**  
Superior Court of California  
County of Sacramento  
**11/21/2024**  
V. Aleman, Deputy

AARON C. GUNDZIK (State Bar No. 132137)  
REBECCA G. GUNDZIK (State Bar No. 138446)  
**GUNDZIK GUNDZIK HEEGER LLP**  
14011 Ventura Blvd., Suite 206E  
Sherman Oaks, CA 91423  
Tel: (818) 290-7461

Attorneys for Plaintiff

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

ANNABEL DAVALOS, individually and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

LA SUPERIOR CENTRAL OFFICE, INC., an  
unknown business entity; LA SUPERIOR  
NORTHGATE, INC. an unknown business  
entity; LA SUPERIOR SUPER MERCADOS,  
an unknown business entity; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 34-2021-00305182-CU-OE-  
GDS  
Assigned to Hon. Lauri A. Damrell  
Department 22

~~PROPOSED~~ **ORDER:**  
**(1) PRELIMINARILY APPROVING  
CLASS ACTION  
SETTLEMENT;**  
**(2) CONDITIONALLY  
CERTIFYING A CLASS FOR  
SETTLEMENT PURPOSES  
ONLY;**  
**(3) APPROVING THE NOTICE OF  
SETTLEMENT; AND**  
**(4) SETTING A HEARING ON  
MOTION FOR FINAL  
APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Date: November 22, 2024**  
**Time: 10:30 a.m.**  
**Dept.: 22**

**Complaint Filed: October 27, 2022**

The Court, having considered the Motion for Preliminary Approval of Class Action  
Settlement of Plaintiff Annabel Davalos ("Plaintiff"), the Declarations of Elizabeth Parker-  
Fawley, Aaron Gundzik, Plaintiff Annabel Davalos and Nicole Bench of ILYM Group, Inc.,  
the Stipulation of Class Action Settlement ("Settlement Agreement") executed by Plaintiff

1 and Defendants, attached to the Declaration of Elizabeth Parker-Fawley as Exhibit 1 and the  
2 Notice of Proposed Class Action Settlement (“Notice of Settlement”) attached as Exhibit A  
3 to the Settlement Agreement, makes the following findings:

4           A.       The parties to this action are Plaintiff Annabel Davalos (“Plaintiff”) and  
5 Defendants La Superior Central Office, Inc., La Superior Northgate, Inc. and La Superior  
6 Super Mercados (“Defendants”). Plaintiff seeks to represent a Class including all current and  
7 former hourly-paid or non-exempt employees who worked for Defendants within the State  
8 of California at any time during the Class Period (from July 29, 2017, through February 29,  
9 2024).

10           B.       After participating in an arms-length mediation, Plaintiff and Defendants  
11 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks  
12 to represent. The terms of the proposed settlement are fully set forth in the Settlement  
13 Agreement (included as Exhibit 1 to the Declaration of Elizabeth Parker-Fawley in support  
14 of Plaintiff’s Motion for Preliminary Approval).

15           C.       The terms of the proposed settlement include the following:

16                   i.       The proposed Class consists of all current and former hourly-paid or  
17 non-exempt employees who worked for Defendants within the State of California at any  
18 time during the Class Period.

19                   ii.       The Class Period is from July 29, 2017, through February 29, 2024.

20                   iii.       In settlement, Defendant will pay the gross amount of \$930,000, plus  
21 the employer’s share of withholding taxes of at least \$20,000. If the employer’s share of  
22 withholding taxes is less than \$20,000, the difference will be added to the Net Settlement  
23 Amount and distributed to Class Members. Defendants will separately pay any difference if  
24 such taxes exceed \$20,000.

25                   iv.       Defendants will pay the Gross Settlement Amount in three separate  
26 payments. The first payment of \$316,666.67 has already been made by Defendants. This  
27 sum will be returned to Defendants if this Court does not grant final approval of the  
28 Settlement. The remainder of the Gross Settlement Amount will be paid as follows:

1 \$306,666.67, to be paid no later than June 30, 2025, and \$306,666.67, plus the Employer's  
2 Withholding Share, to be paid no later than June 30, 2026.

3 v. From the gross settlement amount, the parties propose to deduct fees  
4 for settlement administration costs in the amount of \$8,950, a service and release award in  
5 the amount of \$7,500 to the Representative Plaintiff, Annabel Davalos, Class Counsel's  
6 reasonable and actual costs in an amount not to exceed \$25,000, and Class counsel's  
7 attorneys' fees as approved by the Court, but not to exceed 35% of the Gross Settlement  
8 Amount.

9 vi. The amount remaining, after deductions approved by the Court, will  
10 be distributed to individual Settlement Class Members in accordance with the formula  
11 specified in the Settlement Agreement.

12 D. The proposed Notice of Settlement is attached hereto as **Exhibit 1** and is  
13 incorporated herein by this reference. The Parties propose to have the Settlement  
14 Administrator send the Notice of Settlement to all Class Members by regular mail and that  
15 Class Members shall have sixty (60) days to opt out of or object to the settlement.

16 E. The proposed Class Counsel are experienced and in their view, the proposed  
17 settlement is fair and reasonable.

18 F. The proposed settlement is fair and reasonable to Class Members.

19 G. The notice procedure set forth in the Settlement Agreement will adequately  
20 notify the Class of the settlement and of their right to opt out or object.

21 H. The Settlement Agreement and Notice of Settlement include a proposed  
22 release which will bind those Class Members who do not opt out of the Settlement.

23 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

24 1. The motion is granted.

25 2. The proposed settlement is fair, adequate and reasonable and in the best  
26 interests of the Class Members.

27 3. The class action settlement, as set forth in the Settlement Agreement, is  
28 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

1           4.       The proposed Class is provisionally certified as an opt-out class action under  
2 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this  
3 matter, with the Class defined as specified above and in the Settlement Agreement.

4           5.       Plaintiff Annabel Davalos is appointed as the class representative for the  
5 provisionally certified Class.

6           6.       Edwin Aiwazian, Joanna Ghosh, Aaron C. Gundzik and Rebecca G. Gundzik  
7 are appointed as Class Counsel for the provisionally certified Class.

8           7.       ILYM Group, Inc. is approved as the Settlement Administrator.

9           8.       The Settlement Administrator is ordered to immediately post this Order and a  
10 copy of the Settlement Agreement on the website it has established for this case.

11          9.       The Notice of Settlement in substantially the form attached hereto as Exhibit  
12 1 is approved, and the Settlement Administrator is authorized to send the Notice of  
13 Settlement to the provisionally certified Class.

14          10.      The Court directs the Settlement Administrator to mail the Notice of  
15 Settlement to the Class Members, as provided for in the Settlement Agreement.

16          11.      The Court preliminarily approves of the Class release in the Settlement  
17 Agreement.

18          12.      The Court directs that any and all objections to the Settlement be sent to the  
19 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no  
20 later than sixty (60) calendar days after the Notice of Settlement is mailed. For remailed  
21 notices, the deadline shall be the earlier of sixty (60) calendar days after remailing or ten  
22 days before the final approval hearing.

23          13.      The Court directs that all requests for exclusion must be sent to the  
24 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no  
25 later sixty (60) calendar days after the Notice of Settlement is mailed or re-mailed. For  
26 remailed notices, the deadline shall be the earlier of sixty (60) calendar days after remailing  
27 or ten days before the final approval hearing.

14. A Final Approval Hearing on the question of whether the proposed class settlement should be finally approved as fair, reasonable, and adequate as to the members of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class Counsel's Costs, for approval of the service and release award to the class representative, for approval of the fees of the settlement administrator is set for March 28, 2025, at 9:00 a.m. in Department 22 of the above-entitled Court.

15. The Court orders that the papers in support of the final approval of the settlement and Plaintiff's award of attorneys' fees and costs shall be filed at least 16 court days before the hearing.

16. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	Within ten calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendants
Deadline to dispute workdays, opt out of or object to settlement ("Response Deadline")	within sixty (60) days of mailing or re-mailing of Notice of Settlement
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	March 28, 2025, at 9:00 a.m.

Dated: 11/21/2024



Hon. Lauri A. Damrell

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT 1  
(Notice of Settlement)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

**DAVALOS v. LA SUPERIOR CENTRAL OFFICE, INC.; LA SUPERIOR NORTHGATE, INC.;  
and LA SUPERIOR SUPER MERCADOS,**

**Sacramento County Superior Court Case No. 34-2021-00305182-CU-OE-GDS**

**If you have been employed in California by LA SUPERIOR CENTRAL OFFICE, INC.; LA SUPERIOR NORTHGATE, INC.; and/or LA SUPERIOR SUPER MERCADOS as a non-exempt employee, you may be entitled to receive money from a class action settlement.**

*The Sacramento County Superior Court authorized this notice.*

*This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Sacramento County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for LA SUPERIOR CENTRAL OFFICE, INC.; LA SUPERIOR NORTHGATE, INC.; and/or LA SUPERIOR SUPER MERCADOS (“Defendants”) in California during the Class Period (July 29, 2017, through February 29, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on March 28, 2025, at 9:00 a.m. in Department 22 of the Sacramento County Superior Court, which is located at 720 9<sup>th</sup> Street, Sacramento, CA 95814.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendants, as described in Section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendants’ records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment are all non-exempt employees who worked for Defendants in California at any time from July 29, 2017, to February 29, 2024. You are receiving this notice because, according to Defendants’ records, you may be eligible to participate in the settlement.

**3. DESCRIPTION OF THE ACTION**

A former employee of Defendants filed a class action against Defendants in the Sacramento County Superior Court. The case is called *Davalos v. LA Superior Central Office, Inc., et al.*, Case No. 34-2021-0035182-CU-OE-GDS (the “Action”). The Action alleges that Plaintiff and other non-exempt employees of Defendants were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these allegations and others, Plaintiff’s Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

(wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (10) Violation of California Business & Professions Code sections 17200, et seq.

Defendants deny all of Plaintiff's allegations and deny any wrongdoing. Among other things, Defendants contend that all employees have been properly compensated and that Defendants complied with all applicable laws.

The Court has made no ruling on the merits of Plaintiff's claims, or the defenses asserted by Defendants. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for March 28, 2025, at 9:00 a.m. (the "Final Approval Hearing").

#### **4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing Plaintiff and the class ("Class Counsel") are:

Arby Aiwarzian Joanna Ghosh LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Tel: (818) 265-1020	Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Tel: (818) 290-7461
--	---

Attorneys representing Defendants are:

Michael Farbstein Farbstein & Blackman, A Professional Corporation 411 Borel Avenue, Suite 425 San Mateo, CA 94402 Tel.: (650) 554-6200.
--

#### **5. THE TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www.ILYMgroup.com/LSCO](http://www.ILYMgroup.com/LSCO).

Defendants have agreed to pay \$930,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs and service and release award to the Plaintiff. The remaining amount (called the Net Settlement Amount), approximately \$563,050, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$325,500 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award of \$7,500, in addition to the amount she will receive as a member of the class, to compensate her for undergoing the burden and expense of prosecuting the action and for the broader release of claims she is required to provide to Defendants. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**



(c) **Settlement Administration Costs:** The Settlement Administrator, ILYM Group, Inc. has advised the parties that the settlement administration costs will not exceed \$8,950. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for one or more Defendants during the Class Period.

## **6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT**

According to Defendants' records, you worked a total of \_\_\_ qualifying workweeks during the Class Period as a Class Member. Based upon this information, under the settlement, you will receive approximately \$\_\_\_\_\_. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release awards to Plaintiffs, and disputes by other class members regarding their qualifying pay periods during the Class Period.

**To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## **7. PAYMENT SCHEDULE**

The Settlement Administrator will send out settlement checks to class members within approximately two years after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided, and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name, and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered 15% as wages and reported on a W-2 form. The remaining 85% of your settlement payment will be considered as interest and penalties and will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## **8. RELEASE OF CLAIMS**

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Defendants and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives from all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200, based on the afore referenced claims. The Release Period for the Released Claims shall be the Class Period. Settlement Class Members shall not waive section 1542 of the California Civil Code.

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

## 9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### (a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment check will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

### (b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Davalos v. LA Superior Central Office, Inc., et al., Case No. 34-2021-0035182*). You should provide written documentation supporting the number of workweeks you believe that you worked. You must postmark your written statement no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

### (c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[60 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name case (*Davalos v. LA Superior Central Office, Inc., et al., Case No. 34-2021-0035182*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

### (d) You Can Object to the Settlement.

Any class member who does not submit a Request for Exclusion from the settlement may object to the settlement in writing or orally at the final approval hearing.

Any written objection must be submitted to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objection is **[60 days from mailing]**.

FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.

Your written objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Davalos v. LA Superior Central Office, Inc., et al., Case No. 34-2021-0035182*).

You may also object to the settlement by attending the final approval hearing and orally advising the Court of the basis of your objection. If you do so, you do not have to follow the procedures described above for submitting written objections.

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

**(e) You Can Attend the Final Approval Hearing**

Regardless of which option you choose, you may attend the Final Approval Hearing. Information about the Final Approval Hearing is contained in section 10 of this Notice.

**10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on March 28, 2025, at 9:00 a.m., in Department 22 of the Sacramento County Superior Court, which is located at 720 9<sup>th</sup> Street, Sacramento, CA 95814. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by Zoom or telephone, using the following link or telephone number:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone dial (833) 568-8864 ID 16184738886

**11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Sacramento County Superior Court, which is located at 720 9<sup>th</sup> Street, Sacramento, CA 95814, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www.sccourt.ca.gov](http://www.sccourt.ca.gov) or you may contact the Settlement Administrator as follows:

**[insert TPA contact information]**

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY  
IF YOU HAVE A CHANGE OF ADDRESS**

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

**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 eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On November 14, 2024, I served the following documents described as  
**[Proposed] Order**

on the interested parties in this action:

**(X)** by serving ( ) the original **(X)** true copies thereof as follows:

*Please see attached service list*

<p><b>( ) BY MAIL</b> I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p><b>( ) BY FACSIMILE TRANSMISSION</b> I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p><b>( ) BY OVERNIGHT DELIVERY</b> Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p><b>(XX) BY ELECTRONIC TRANSMISSION</b> I caused the above-described document to be electronically served via email to the names and email addresses listed on the Service List attached hereto.</p>

**(X) STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**( ) FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

**(X) EXECUTED** on November 14, 2024, at Sherman Oaks, California.



Aaron Gundzik

**SERVICE LIST**

MICHAEL FARBSTEIN  
**FARBSTEIN & BLACKMAN**, A Professional  
Corporation  
411 Borel Avenue, Suite 425  
San Mateo, CA 94402  
Email: [maf@farbstein.com](mailto:maf@farbstein.com)

*Attorneys for Defendants*

JOANNA GHOSH  
ELIZABETH PARKER-FAWLEY  
EDWIN AIWAZIAN  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020  
Fax: (818) 265-1021  
Email: [joanna@calljustice.com](mailto:joanna@calljustice.com)  
[elizabeth@calljustice.com](mailto:elizabeth@calljustice.com)  
[edwin@calljustice.com](mailto:edwin@calljustice.com)  
[ss@calljustice.com](mailto:ss@calljustice.com)  
[lindsey@calljustice.com](mailto:lindsey@calljustice.com)  
[e-service@calljustice.com](mailto:e-service@calljustice.com)

*Attorneys for Plaintiff*