

1 **LIDMAN LAW, APC**  
2 Scott M. Lidman (SBN 199433)  
3 slidman@lidmanlaw.com  
4 Elizabeth Nguyen (SBN 238571)  
5 enguyen@lidmanlaw.com  
6 Milan Moore (SBN 308095)  
7 mmoore@lidmanlaw.com  
8 2155 Campus Drive, Suite 150  
9 El Segundo, California 90245  
10 Tel: (424) 322-4772  
11 Fax: (424) 322-4775

12 Attorneys for Plaintiff  
13 BERNARDO SANTOS

14 **HAINES LAW GROUP, APC**  
15 Paul K. Haines (SBN 248226)  
16 phaines@haineslawgroup.com  
17 2155 Campus Drive, Suite 180  
18 El Segundo, California 90245  
19 Tel: (424) 292-2350  
20 Fax: (424) 292-2355

21 Attorneys for Plaintiff  
22 BERNARDO SANTOS

23  
24  
25  
26  
27  
28  
**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF KERN**

BERNARDO SANTOS, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,  
INC., a California corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No. BCV-19-102470-BCB

*[Assigned for All Purposes to the Hon.  
Bernard C. Barmann, Jr., Dept. 10]*

**NOTICE OF ENTRY OF (1) ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
CLASS REPRESENTATIVE'S  
SERVICE AWARD, AND  
ATTORNEYS' FEES AND COSTS and  
(2) FINAL JUDGMENT**

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 10, 2022, the Court entered an Order Granting Final  
3 Approval of Class Action Settlement, Class Representative’s Service Award, and Attorneys’ Fees and  
4 Costs and entered Final Judgment in the above-captioned matter.

5 A true and correct copy of the Order Granting Final Approval of Class Action Settlement, Class  
6 Representative’s Service Award, and Attorneys’ Fees and Costs is attached hereto as **Exhibit A**.

7 A true and correct copy of the Final Judgment is attached hereto as **Exhibit B**.

8  
9  
10 Dated: February 14, 2022

Respectfully submitted,  
LIDMAN LAW, APC

11  
12 By:


  
Elizabeth Nguyen  
Attorneys for Plaintiff  
BERNARDO SANTOS

EXHIBIT A

EXHIBIT A

**LIDMAN LAW, APC**  
Scott M. Lidman (SBN 199433)  
slidman@lidmanlaw.com  
Elizabeth Nguyen (SBN 238571)  
enguyen@lidmanlaw.com  
Milan Moore (SBN 308095)  
mmoore@lidmanlaw.com  
2155 Campus Drive, Suite 150  
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phaines@haineslawgroup.com  
2155 Campus Drive, Suite 180  
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Fax: (424) 292-2355

Attorneys for Plaintiff  
BERNARDO SANTOS

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

BERNARDO SANTOS, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,  
INC., a California corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: BCV-19-102470

*[Assigned for All Purposes to the Hon. Bernard  
C. Barmann, Jr., Dept. 10]*

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CLASS  
REPRESENTATIVE'S SERVICE AWARD,  
AND ATTORNEYS' FEES AND COSTS**

Date: January 31, 2022  
Time: 8:30 a.m.  
Dept.: 10

Complaint Filed: August 30, 2019  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 31, 2022, pursuant to  
2 California Rule of Court 3.769 and this Court’s August 13, 2021 Order Granting Preliminary Approval  
3 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Stipulation  
4 of Settlement, (“Settlement”)<sup>1</sup> and the documents and evidence presented in support thereof, and  
5 recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution  
6 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court  
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the  
8 product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor,  
9 the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action Settlement and  
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby  
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined  
13 as:

14 All current and former non-exempt, hourly, employees of Defendant Torres Farm  
15 Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc. and related  
16 entities’ facilities (including, but not limited to, Grimmway Enterprises, Inc. aka  
17 Grimmway Farms and Cal-Organic Farms) in California at any time between  
18 August 29, 2015 and May 1, 2021.

19 2. Plaintiff Bernardo Santos is hereby confirmed as Class Representative, and Scott M.  
20 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law  
21 Group, APC are hereby confirmed as Class Counsel.

22 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and  
23 manner of notice were approved by the Court on August 13, 2021, and the notice process has been  
24 completed in conformity with the Court’s Order. The Court finds that said notice was the best notice  
25 practicable under the circumstances. The Notice Packet (which consisted of the Notice of Pendency of  
26 Class Action and Proposed Settlement and Notice of Individual Award) provided due and adequate  
27 notice of the proceedings and matters set forth therein, informed Settlement Class members of their

28 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California  
2 Rule of Court 3.769, and due process.

3 4. The Court finds that no Settlement Class member objected to the Settlement, that one (1)  
4 class member has opted out of the Settlement, and that the 99.99% participation rate in the Settlement  
5 supports final approval.

6 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as  
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according  
8 to its terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement  
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of  
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)  
13 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;  
14 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class  
15 members; (e) a class action is superior to other available methods for an efficient adjudication of this  
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the  
17 Settlement Class.

18 7. The Court finds that given the absence of objections to the Settlement, and objections  
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 8. The Court orders that Defendant Torres Farm Labor Contractor, Inc. (“Defendant”)  
21 deposit the Gross Settlement Amount of One Million Three Hundred Fifty Thousand Dollars and Zero  
22 Cents (\$1,350,000) with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator  
23 as provided for in the Settlement.

24 9. Any Settlement funds that remain uncashed after 120 calendar days after they are mailed  
25 shall be delivered to the Juvenile Diabetes Research Foundation.

1           10.     The Court finds that the settlement payments, as provided for in the Settlement, are fair,  
2 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments  
3 in conformity with the terms of the Settlement.

4           11.     The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Bernardo  
5 Santos is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that  
6 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this  
7 payment in conformity with the terms of the Settlement.

8           12.     The Court finds that attorneys' fees in the amount of \$450,000.00 and litigation costs of  
9 \$19,961.00 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
10 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

11           13.     The Court orders that the Settlement Administrator shall be paid \$35,500.00 from the  
12 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and  
13 finds that sum appropriate.

14           14.     The Court finds that the payment to the California Labor & Workforce Development  
15 Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of Plaintiff's  
16 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,  
17 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the  
18 LWDA in conformity with the terms of the Settlement.

19           15.     Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the  
20 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,  
21 and in addition to, the Gross Settlement Amount.

22           16.     The Court finds and determines that upon satisfaction of all obligations under the  
23 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except the  
24 one individual who submitted a timely request for exclusion, will have released the Released Claims as  
25 set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of  
26 the Released Claims pursuant to the Settlement.

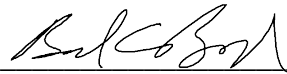
1           17.     The Settlement is not an admission by Defendant nor is this Order a finding of the validity  
2 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any  
3 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or  
4 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

5           18.     The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,  
6 and the Judgment entered in connection with the Settlement.

7           19.     The Settlement Administrator shall file a declaration regarding the disbursement of  
8 Settlement funds on or before December 30, 2022.

9           **IT IS SO ORDERED.**

10  
11 Dated: February 10, 2022



Honorable Bernard C. Barmann  
Judge of the Superior Court

Signed: 2/10/2022 03:14 PM



**EXHIBIT B**

**EXHIBIT B**

1/31/2022 10:09 AM

1 **LIDMAN LAW, APC**  
 Scott M. Lidman (SBN 199433)  
 2 slidman@lidmanlaw.com  
 Elizabeth Nguyen (SBN 238571)  
 3 enguyen@lidmanlaw.com  
 Milan Moore (SBN 308095)  
 4 mmoore@lidmanlaw.com  
 2155 Campus Drive, Suite 150  
 5 El Segundo, California 90245  
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 6 Fax: (424) 322-4775

7 Attorneys for Plaintiff  
 BERNARDO SANTOS

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 Paul K. Haines (SBN 248226)  
 9 phaines@haineslawgroup.com  
 2155 Campus Drive, Suite 180  
 10 El Segundo, California 90245  
 Tel: (424) 292-2350  
 11 Fax: (424) 292-2355

12 Attorneys for Plaintiff  
 BERNARDO SANTOS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 14 **FOR THE COUNTY OF KERN**

16 BERNARDO SANTOS, as an individual and  
 on behalf of all others similarly situated,

17  
 18 Plaintiff,

19 vs.

20 TORRES FARM LABOR CONTRACTOR,  
 21 INC., a California corporation; and DOES 1  
 22 through 100, inclusive,

23 Defendants.

Case No.: BCV-19-102470

[Assigned for All Purposes to the Hon. Bernard  
 C. Barmann, Jr., Dept. 10]

**~~[PROPOSED]~~ FINAL JUDGMENT**

Date: January 31, 2022  
 Time: 8:30 a.m.  
 Dept.: 10

Complaint Filed: August 30, 2019  
 Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 31, 2022, pursuant to  
2 California Rule of Court 3.769 and this Court’s August 13, 2021 Order Granting Preliminary Approval  
3 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Stipulation  
4 of Settlement, (“Settlement”)<sup>1</sup> and the documents and evidence presented in support thereof, and the  
5 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

6 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with the  
7 Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval of Class  
8 Action Settlement. The Settlement Class is defined as:

9 All current and former non-exempt, hourly, employees of Defendant Torres Farm  
10 Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc. and related  
11 entities’ facilities (including, but not limited to, Grimmway Enterprises, Inc. aka  
12 Grimmway Farms and Cal-Organic Farms) in California at any time between  
13 August 29, 2015 and May 1, 2021.

14 2. The Class Period is defined as August 29, 2015 through May 1, 2021.

15 3. Plaintiff Bernardo Santos is hereby confirmed as Class Representative, and Scott M.  
16 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law  
17 Group, APC are hereby confirmed as Class Counsel.

18 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and  
19 manner of notice were approved by the Court on August 13, 2021, and the notice process has been  
20 completed in conformity with the Court’s Order. The Court finds that said notice was the best notice  
21 practicable under the circumstances. The Notice Packet (which consisted of the Notice of Pendency of  
22 Class Action and Proposed Settlement and Notice of Individual Award) provided due and adequate  
23 notice of the proceedings and matters set forth therein, informed Settlement Class members of their  
24 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California  
25 Rule of Court 3.769, and due process.

26 5. The Court finds that no Settlement Class Member objected to the Settlement, that one (1)  
27 class member has opted out of the Settlement, and that the 99.99% participation rate in the Settlement  
28 supports final approval.

---

<sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1           6.       The Court hereby approves the settlement as set forth in the Settlement Agreement as  
2 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according  
3 to its terms.

4           7.       For purposes of settlement only, the Court finds that (a) the members of the Settlement  
5 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)  
6 there are questions of law or fact common to the Settlement Class, and there is a well-defined community  
7 of interest among members of the Settlement Class with respect to the subject matter of the litigation;  
8 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement  
9 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement  
10 Class members; (e) a class action is superior to other available methods for an efficient adjudication of  
11 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and  
12 the Settlement Class.

13           8.       The Court orders that Defendant Torres Farm Labor Contractor, Inc. (“Defendant”)  
14 deposit the Gross Settlement Amount of One Million Three Hundred Fifty Thousand Dollars and Zero  
15 Cents (\$1,350,000) with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator  
16 as provided for in the Settlement.

17           9.       The Court finds that the settlement payments, as provided for in the Settlement, are fair,  
18 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments  
19 in conformity with the terms of the Settlement.

20           10.      The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Bernardo  
21 Santos is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that  
22 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this  
23 payment in conformity with the terms of the Settlement.

24           11.      The Court finds that attorneys’ fees in the amount of \$450,000.00 and litigation costs of  
25 \$19,961.00 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
26 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

1           12.     The Court orders that the Settlement Administrator shall be paid \$35,500.00 from the  
2 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and  
3 finds that sum appropriate.

4           13.     The Court finds that the payment to the California Labor & Workforce Development  
5 Agency (“LWDA”) in the amount of \$30,000.00 for its share of the settlement of Plaintiff’s  
6 representative action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair,  
7 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the  
8 LWDA in conformity with the terms of the Settlement.

9           14.     Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the  
10 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,  
11 and in addition to, the Gross Settlement Amount.

12           15.     The Court finds and determines that upon satisfaction of all obligations under the  
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except the  
14 one individual who timely requested exclusion, will have released the Released Claims as set forth in  
15 the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released  
16 Claims pursuant to the Settlement.

17           16.     Upon satisfaction of all obligations under the Settlement and the Final Approval Order,  
18 by virtue of this Judgment, Plaintiff and every member of the Settlement Class, except the one individual  
19 who timely requested exclusion, fully and forever completely release and forever discharge Defendant  
20 Torres Farm Labor Contractor, Inc., a California Corporation, and all the entities for whom Torres Farm  
21 Labor Contractor, Inc. provided labor (“Released Affiliates”) in the Class Period (including, but not  
22 limited to, Grimmway Enterprises, Inc. aka Grimmway Farms and Cal-Organic Farms) and all of  
23 Defendant’s and Released Affiliates present and former parent companies, subsidiaries, divisions,  
24 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,  
25 successors and assigns, and any individual or entity which could be liable for any of the Released Claims  
26 as defined below (collectively the “Released Parties”), from all claims, demands, rights, liabilities and  
27 causes of action whether under state or federal law, that were pled in any of the Complaints in the Action,  
28 including the Proposed First Amended Complaint pursuant to the terms of this Agreement, or which

1 could have been pled in any of the Complaints in the Action based on the factual allegations therein,  
2 that arose during the Class Period with respect to the following claims: arising out of or related to  
3 allegations set forth in the operative Complaint or any PAGA Notice to the Labor and Workforce  
4 Development Agency (LWDA) related to this matter, including but not limited to: claims for minimum  
5 wage violations; failure to pay overtime wages; failure to pay wages timely; penalties; rest period  
6 violations; meal period violations; failure to keep proper records; itemized wage statement violations;  
7 waiting time penalties; unfair competition; declaratory relief; (claims under Labor Code sections 201,  
8 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 1102.5, sections 11 and 12 of the applicable  
9 IWC Wage Order(s) and the California Business and Professions Code § 17200 et seq. based on the  
10 foregoing Labor Code violations); and claims for civil penalties pursuant to the California Private  
11 Attorneys General Act; including, but not limited to, injunctive relief; liquidated damages, penalties of  
12 any nature; interest; fees; costs; and all other claims and allegations made or which could have been  
13 made in the Action and/or in the form of a PAGA claim from August 29, 2015 through the date of  
14 preliminary approval of the Settlement (collectively, “Released Claims”). Except for the release under  
15 the PAGA, the release period shall be the same time period as the Class Period.

16 17. PAGA Employees is defined as:

17 All current and former non-exempt, hourly, employees of Defendant Torres Farm Labor  
18 Contractor, Inc. in California who worked at Grimmway Enterprises, Inc. and related  
19 entities’ facilities (including, but not limited to, Grimmway Enterprises, Inc. aka  
20 Grimmway Farms and Cal-Organic Farms) at any time between August 29, 2018 and May  
21 1, 2021.

22 18. The PAGA Period is defined as the time period between August 29, 2018 and May 1,  
23 2021.

24 19. PAGA Employees, including Plaintiff, will release and forever discharge all claims,  
25 demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys  
26 General Act of 2004 against the Released Parties based on (as alleged in the letters to the Labor &  
27 Workforce Development Agency (“LWDA”) March 9, 2021): the (a) failure to pay all overtime wages  
28 owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for  
non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-  
compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to pay all

1 wages due upon separation of employment that occurred during the PAGA Period (collectively, “PAGA  
2 Released Claim”). The release period of the PAGA Released Claims is the same time period as the  
3 PAGA Period.

4 20. Upon the Effective Date, all Class Members shall be deemed to have, and by operation  
5 of Judgment shall have, released, waived and relinquished the Released Claims. The Settlement Class  
6 Members (who do not submit a timely Request for Exclusion) shall be enjoined from filing any actions,  
7 claims, complaints or proceedings against the Released Parties regarding the Released Claims.

8 21. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition  
9 to the Released Claims described above, all claims, whether known or unknown, under federal law or  
10 state law against the Released Parties through the date Plaintiff signs this Agreement. Notwithstanding  
11 the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving  
12 all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

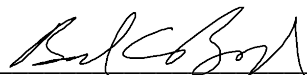
17 22. The releases identified herein shall be null and void if the Gross Settlement Amount is  
18 not fully funded.

19 23. This document shall constitute a final judgment pursuant to California Rule of Court  
20 3.769(h), which provides, “If the court approves the settlement agreement after the final approval  
21 hearing, the court must make and enter judgment. The judgment must include a provision for the  
22 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may  
23 not enter an order dismissing the action at the same time as, or after, entry of judgment.”

24 24. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,  
25 and this Judgment.

26 **JUDGMENT IS SO ENTERED.**

27 Dated: February 10, 2022



Honorable Bernard C. Barmann  
Judge of the Superior Court

Signed: 2/10/2022 03:15 PM

**PROOF OF SERVICE**

*Bernardo Santos v. Torres Farm Labor Contractor, Inc.*  
Kern County Superior Court Case No. BCV-19-102470-BCB

STATE OF CALIFORNIA            )  
  ) ss.  
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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On February 14, 2022, I served the foregoing document(s) described as:  
**NOTICE OF ENTRY OF (1) ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S SERVICE AWARD, AND ATTORNEYS’ FEES AND COSTS and (2) FINAL JUDGMENT** on the interested party(ies) in this action as follows:

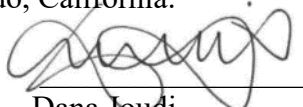
Thomas P. Feher, Esq.  
**LEBEAU THELEN, LLP**  
5001 E. Commercenter Drive, Ste. 300  
P.O. Box 12092  
Bakersfield, CA 93389-2092

**(BY MAIL)** I am "readily familiar" with Lidman Law, APC’s practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

**(BY ELECTRONIC SERVICE)** Electronic Filing through One Legal, an electronic filing system of the Kern County Superior Court, pursuant to Local Rules, which will send notification of such filing to the e-mail addresses denoted on the case’s Electronic Service List.

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

Executed on February 14, 2022, at El Segundo, California.

  
\_\_\_\_\_  
Dana Joudi