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FILED
Superior Court of California
County of Los Angeles

10/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Wortham Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

11 MIGUEL AGUILA, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 GLOBAL TRUSS AMERICA, LLC, a
16 limited liability company; and DOES 1
17 through 10, inclusive,

18 Defendants.

Case No.: 20STCV39267

ASSIGNED FOR ALL PURPOSES TO
HONORABLE ELIHU M. BERLE,
DEPARTMENT 6

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Action Filed: October 13, 2020
FAC Filed: January 7, 2021
DOE Entities Added: March 23, 2021
Trial Date: Not Yet Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Miguel Aguila (“Plaintiff”) and Defendants GLOBAL TRUSS AMERICA, LLC, ADJ
3 PRODUCTS, LLC, ACCLAIM LIGHTING LLC, AND ELATION LIGHTING, INC. (“Defendants”)
4 have reached terms of settlement for a putative class action.

5 Plaintiff has filed a motion for preliminary approval of a class and PAGA action settlement of the
6 claims asserted against Defendants in this action, memorialized in the STIPULATION OF CLASS
7 SETTLEMENT AND RELEASE (*See* Declaration of Lilit Ter-Astvatsatryan In Support of Plaintiff’s
8 Motion for Preliminary Approval of Class and PAGA Action Settlement [“LTA Decl.”], at Exh. 1). This
9 is also referred to herein as the “Agreement” or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and having heard
11 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
14 preliminary approval of the class action settlement the Court has considered the factors identified in *Dunk*
15 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
16 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted thorough
19 investigation and research, and the attorneys for the parties are able to reasonably evaluate their respective
20 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well
21 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
22 finds that the risks of further prosecution are substantial.

23 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
24 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears to
25 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The
26 Settlement Class meets the requirements for conditional certification for settlement purposes only under
27 Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed
28 settlement Class of the terms of the proposed settlement.

1 4. The parties’ proposed notice plan is constitutionally sound because individual notices will
2 be mailed to all Class Members whose identities are known to the parties, and such notice is the best
3 notice practicable. The parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is
4 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement, their
5 rights to object to the Settlement, their right to receive a payment under the settlement or elect not to
6 participate in the settlement, and the processes for doing so, and the date and location of the final approval
7 hearing and are therefore approved.

8 5. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All current and former hourly non-exempt persons employed by Defendant in
11 the State of California between December 22, 2017 through January 31, 2022.
(Settlement, ¶¶ 8-9.)

12
13 6. Plaintiff Miguel Aguila is appointed the Class Representative. The Court finds Plaintiff’s
14 counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts
15 of interest with absent Settlement Class Members, and that they adequately represented the interests of
16 absent class members in the litigation. Kane Moon and Lilit Ter-Astvatsatryan of Moon & Yang, APC,
17 are appointed Class Counsel.

18 7. The Court appoints Phoenix Class Action Administration Solutions to act as the Settlement
19 Administrator, pursuant to the terms set forth in the Agreement.

20 8. The Court sets the following schedule regarding the settlement:

- 21 (a) Defendant shall deliver the class list to the Settlement Administrator no later than
22 October 26, 2022;
- 23 (b) The Settlement Administrator shall mail the notice, attached hereto as Exhibit A,
24 to all class members no later than November 9, 2022;
- 25 (c) Plaintiff shall file motions for final approval, attorney fees and costs, incentive
26 payments, including any corresponding evidence, no later than December 9, 2022;
- 27 (d) The Settlement Administrator shall file the final report regarding responses and
28 objections no later than January 27, 2023;

1 (e) Hearing on Motion for Final Approval of Settlement is scheduled for February 8,
2 2023 at 10:00 AM in Department 6 at Spring Street Courthouse.

3 9. Defendants are directed to provide the Settlement Administrator the names and most recent
4 known mailing addresses of Class Members and any other information required in accordance with the
5 Agreement.

6 10. The Settlement Administrator is directed to mail the approved Class Notice by first-class
7 mail to the Class Members in accordance with the Agreement.

8 11. Class Members will be bound by the Agreement unless they submit a timely and valid
9 written request to be excluded from the Settlement, postmarked no later than 60 days following mailing of
10 the Notice.

11 12. Any request for exclusion shall be submitted to the Settlement Administrator rather than
12 filed with the Court. Class members are not required to send copies of their exclusion request to counsel.
13 The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a
14 copy of every Exclusion request received by the Administrator.

15 13. A final approval hearing will be held on February 8, 2023, at 10:00 a.m., in Department 6,
16 to determine whether the settlement should be granted final approval as fair, reasonable, and adequate as
17 to the Class Members. The final approval hearing may be conducted telephonically, based upon conditions
18 related to the COVID-19 pandemic at that time.

19 14. As set forth in the Notice, any Class Member may appear at the final approval hearing in
20 person (which “in person” appearance may be telephonic, as noted above) or by his or her own attorney
21 and show cause why the Court should not approve the settlement, or object to the motion for awards of the
22 Class Representative Enhancement Payment and Attorney’s Fees and Costs. For any written comments
23 or objections to be considered at the hearing, the Class Member must submit a written objection in
24 accordance with the deadlines set forth in the Class Notice, or as otherwise permitted by the Court.

25 15. Any written objection shall be submitted to the Settlement Administrator rather than filed
26 with the Court. Class member are not required to send copies of their written objection to counsel. The
27 Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of
28 every written Objection received by the Administrator.

1 16. The Court reserves the right to continue the date of the final approval hearing without
2 further notice to Class Members.

3 17. Class Counsel shall give notice to any objecting party of any continuance of the hearing of
4 the motion for final approval.

5 18. The Court retains jurisdiction to consider all further applications arising out of or in
6 connection with the settlement.

7
8 **IT IS SO ORDERED.**



Elihu M. Berle

9
10 Dated: 10/13/2022

Elihu M. Berle / Judge

Hon. Elihu M. Berle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Aguila v. Global Truss America, LLC, et al.
Los Angeles Superior Court Case No. 20STCV39267

PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don't act.

If you were employed by Global Truss America, LLC, ADJ Group, LLC, Acclaim Lighting LLC, or Elation Lighting, Inc. (collectively “Defendants”) in California as a non-exempt hourly employee at any time between December 22, 2017, and January 31, 2022, you may be entitled to receive money from a class action settlement.

You are receiving this notice to inform you of the terms of a proposed classwide settlement the parties have reached subject to the court’s final approval so you will be aware of the settlement terms and your rights under the proposed settlement. The court has already granted preliminary approval of the class settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. **This notice also provides options and instructions as to how you may respond to the notice.**

SUMMARY OF YOUR OPTIONS		
Do Nothing, and Participate in the Settlement	If the Court approves the settlement, you will receive a settlement payment calculated based on a formula that takes into account the number of pay periods in which you worked between December 22, 2017 and January 31, 2022. In addition, you will release certain claims against Defendants and related entities if the settlement is approved.	Deadline: None
Exclude Yourself from the Settlement	If you exclude yourself from the settlement (“opt out”), you will not release any claims. You also will not receive a settlement payment if the settlement is approved except for a small “PAGA Allocation” discussed below. You may not object to or comment on the settlement.	Deadline: <u>January 9, 2023</u>
Object to the Settlement	You may object to the settlement or any part of it by submitting a written objection to the Court. By objecting, you do not give up your right to receive a settlement payment if the settlement is approved. You will release certain claims against Defendants and related entities if the settlement is approved.	Deadline: <u>January 9, 2023</u>
Dispute Your Estimated Settlement Payment	If the settlement is approved, your individual settlement payment will be based on the number of pay periods in which you worked in California as a non-exempt hourly employee between December 22, 2017 and January 31, 2022. (See Section 8) The Court will decide the dispute. By submitting a dispute, you do not give up your right to receive a settlement payment if the settlement is approved. You	Deadline: <u>January 9, 2023</u>

	will release claims against Defendants and related entities if the settlement is approved.	
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1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to let you know that the court has granted preliminary approval of a proposed settlement of a class action lawsuit pending in the Superior Court for the State of California, County of Los Angeles, Case No. 20STCV39267 entitled *Aguila v. Global Truss America, LLC, et al.*, and that you may be entitled to a payment as part of the settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on February 8, 2023 at 10:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90017, to determine whether the settlement should receive the Court’s final approval.

2. WHAT ARE THE CLASS CLAIMS?

The lawsuit alleges, in relevant part, that Defendants were all joint employers of employees who worked for any of the individual entities and violated the Labor Code as to Defendants’ non-exempt employees by failing to provide meal and rest periods, failing to pay for all hours worked, failing to provide accurate wage statements, and failing to provide final pay for terminating employees. The case seeks to recover damages, civil and statutory penalties, and attorney’s fees and costs.

3. WHAT IS DEFENDANTS’ POSITION ON THE CLAIMS?

Defendants deny all the allegations in the case and deny they are joint employers of Global Truss America, LLC’s employees. Defendants contends that they have each fully complied with California law.

4. WHY DOES PLAINTIFF SEEK SETTLEMENT APPROVAL?

Plaintiff seeks approval of the settlement because he believes the proposed settlement with Defendants is fair, reasonable, adequate, and in the best interests of the members of the Class and all parties.

5. WHY DID I GET THIS NOTICE?

You received this Notice because you were identified as having worked for one or more of the Defendants in California as a non-exempt hourly employee at least one day between December 22, 2017 and January 31, 2022. Approximately 165 individuals qualify as class members. The court authorized this Notice as it has preliminarily approved the class settlement.

6. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Class Counsel

MOON & YANG
Kane Moon and Lilit Ter-Astvatsatryan
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
kane@moonyanglaw.com
lilit@moonyanglaw.com

Counsel for Defendants

SHEPPARD MULLIN RICHTER &
HAMPTON, LLP
Thomas Kaufman
Raymond Nhan
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017
Telephone: 310-228-3700
tkaufman@sheppardmullin.com
rnhan@sheppardmullin.com

8. WHAT IS THE PROPOSED SETTLEMENT?

The following is a summary of the proposed settlement. The complete terms of the proposed settlement are stated in the Stipulation of Class Settlement between Plaintiff and Defendants (“Stipulation of Settlement” or “Settlement Agreement”), which may be viewed in the court file, or on line at <https://www.lacourt.org/casesummary/ui/> as set forth in Section 13 below.

Under the Settlement Agreement, Defendants has agreed to pay an aggregate amount of \$335,000 as the “Gross Fund Value” to settle the claims asserted in this lawsuit.

Subject to Court approval, the following amounts will be deducted from the Gross Fund Value: (1) Class Counsel’s attorney’s fees (not to exceed \$111,666.67) to compensate class counsel for the unpaid work they have performed on the class action; (2) reimbursement of class counsel’s out-of-pocket litigation expenses, up to \$20,000; (3) payment of the cost of administering the settlement to the settlement administrator, estimated to not exceed \$6,750; (4) an allocation of \$40,000 to settle claims asserted under the Labor Code Private Attorney General Act (“PAGA”), 75% of which will be paid to the state and 25% which will be divided among “aggrieved employees, and (5) an award of additional funds (not to exceed \$7,500) to class representative Miguel Aguila, in consideration of his services to the class in this case. Following the Court-approved deductions, the remaining sum (the “Net Fund Value”) will be distributed to all members of the settlement class.

Individual Settlement Payments. Individual settlement payments will be calculated according to the following formula.

PAGA Allocation. As stated above, \$40,000 of the total settlement is allocated to settlement of PAGA claims. \$30,000 of that sum will be sent to the state Labor Workforce Development Agency. \$10,000 will be divided among individuals who worked at least one day for any of the Defendants as a non-exempt employee in California between October 12, 2019 and January 31, 2022 (“the PAGA period”). Each qualifying employee shall receive a share of the PAGA allocation based on the number of pay periods in which he or she recorded any work hours during the PAGA period divided by the total number of pay periods in which qualifying employees recorded any worked hours during the PAGA period, multiplied by \$10,000.

Class Member Allocation. The Net Fund Value, estimated to be approximately \$145,000, will be divided among all class members who do not request exclusion on a proportional basis. Each class member who does

not request exclusion from the class settlement shall receive a share of the Net Fund Value equal to the number of pay periods the non-exempt employee recorded any work hours for any of the Defendants in California between December 22, 2017 and January 31, 2022 divided by the total number of pay periods all non-exempt employees recorded any work hours during that same period, multiplied by the Net Fund Value. However, ten class members received individual payments to settle their wage and hour claims in 2021. Defendants shall be entitled to take a credit against their class member allocation up to the full amount of the allocation to recover the sums already paid as part of that individual settlement.

Defendants has agreed to pay each Class Member an amount as calculated in accordance with the terms of the Settlement Agreement after final approval of the class action settlement. Your settlement check will be valid for 180 days, after which it will become void. If any settlement checks remain uncashed after 180 days, the uncashed amount will be sent to the California Unclaimed Property Fund, but you will still be deemed to have released your claims. If there are appeals from an order granting final approval the Settlement, payments will be issued only if the Settlement is approved after resolution of those appeals. Please be patient.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Payments, and Administrative Costs. Class Counsel will ask the Court to award attorneys' fees up to one-third of the Gross Fund Value (\$111,666.67) and reasonable litigation costs actually incurred, not to exceed \$20,000. The request for attorney's fees is subject to approval by the Court. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and their risk in undertaking this representation on a contingency basis. Class Counsel will also ask the Court to authorize a service award of up to \$7,500 for Plaintiff Aguila, in addition to his allocated share of the Net Fund Value. The Parties estimate the cost of administering the Settlement will be \$6,750.

The motion for final approval of the settlement, which will include Class Counsel's application for an award of attorney's fees and costs will be filed with the court by December 9, 2022 and may be viewed in the court file, or on line at <https://www.lacourt.org/casesummary/ui/> as set forth in Section 13 below..

9. YOUR ESTIMATED PAYMENT UNDER THIS SETTLEMENT IS \$ _____. This amount is based on your having worked during ___ pay periods between December 22, 2017 and January 31, 2022. For the PAGA allocation, you are estimated to receive \$ ___, which is based on your having worked during ___ pay periods between October 12, 2019 and January 31, 2022. These are only estimates of your anticipated payment. Your final settlement payment, if the settlement is approved, may be a different amount.

10. WHAT ARE MY RIGHTS IN THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have four options. Each option has its own consequences which you should understand before making your decision. Your rights regarding each option and the procedure you must follow to select each option are set forth below.

A. Option One. Do Nothing and Participate in the Settlement.

To receive money from the settlement, you do not need to do anything. As a Class Member, if the Court approves the settlement you will be bound by that settlement. You will then receive a settlement payment and will provide a release to Defendants and other "Releasees" (which includes Defendants' employees, officers, affiliates, parent companies, and predecessor companies you worked for during the class period that were acquired by Defendants). The scope of the release is as follows:

The Released Class Claims shall include any claims arising from the factual allegations or legal claims asserted in the operative Aguila Complaint. This includes claims arising under California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, any other

derivative PAGA claims, or any other claims based on the same factual allegations asserted in the operative Aguila First Amended Complaint.

If the Court gives final approval to the settlement, the Settlement Administrator will send you a check to the address it has on file for you. **It is important that you keep the Settlement Administrator informed of any changes to your address until you receive your settlement payment.**

B. Option Two. You May Exclude Yourself From The Settlement

If you do not wish to participate in the settlement and wish to retain your right to bring your own claims within the scope of the lawsuit as an individual, you must send a request for exclusion to the Settlement Administrator, set forth below. The request for exclusion must be mailed to the Settlement Administrator and **post-marked on or before JANUARY 9, 2023.** The request for exclusion from the settlement **must** include the case name (*Aguila v. Global Truss America, LLC*) your first and last name, signature, address, phone number, last four digits of your social security number for verification purposes and a statement that you wish to exclude yourself from the settlement of the case or words to that effect. Any Class Member who requests exclusion will not be entitled to any portion of the settlement and will not be providing a release of claims to Defendants and other Releasees. If you exclude yourself from the settlement, you will not have any right to object, appeal, or comment on the settlement. Class Members who fail to submit a valid and timely exclusion request shall be bound by all terms of the Settlement Agreement and any judgment entered in the Action if the Settlement is approved by the Court. Note that you will still be a participant for purposes of the PAGA Allocation even if you elect to exclude yourself from the class action portion of the settlement.

C. Option Three. You May Dispute the Information Used to Calculate Your Settlement Payment

If you do not believe that the numbers set forth above concerning your pay periods worked in California as a non-exempt employee are correct, you may dispute those numbers. Any such dispute must be mailed to the Settlement Administrator and **post-marked on or before JANUARY 9, 2023.** Your dispute must state what you believe to be the correct numbers for these items and must be accompanied by any documentation you have to support your dispute. In addition, your dispute **must** include the case name (*Aguila v. Global Truss America, LLC*), your first and last name, signature, address, phone number, and last four digits of your social security number for verification purposes. Submitting a dispute will not jeopardize your right to your settlement payment. All disputes will be finally decided by the Court in the event counsel for the parties cannot resolve a dispute.

D. Option Four. You May Object to the Settlement

You may ask the Court to deny approval in whole or in part by filing an objection to the proposed settlement or any part of it. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement the parties have agreed to. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

Any objection to the proposed settlement must be in writing and **must** state all of the reasons for your objection. In addition, any objection **must** include the case name) your first and last name, address, phone number, and last four digits of your social security number for verification purposes and must be signed by you or your attorney. An objection form is provided on page 9 for your assistance if you wish to be excluded.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case

name and number (*Aguila v. Global Truss America, LLC*, Case No. 20STCV39267), (b) be submitted to the Settlement Administrator as follows:

Aguila v. Global Truss America, LLC

c/o _____

[ADDRESS]

Phone: _____

, and (c) be filed or postmarked on or before **JANUARY 9, 2023**.

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 award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on February 8, 2023 at 10:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90017. You may attend the Final Approval Hearing and be heard even if you do not submit an objection to the settlement. 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, time and manner in which the hearing will be held.

If you want to appear at the Final Approval Hearing in person, please note that face coverings/masks and social distancing are mandatory to enter all Los Angeles County courthouses. Alternatively, you may schedule a remote appearance (i.e., over teleconference or videoconference) using LACourtConnect (which you can access online at my.lacourt.org/laccwelcom). The most up to date information regarding Los Angeles County Superior Court's COVID-19 safety measures, *Here for you | Safe For You*, can be found online at: lacourt.org/newsmedia/ui/HfySfy.aspx.

12. NON-RETALIATION

Defendants will not retaliate or take any adverse action against you or any Class Member for participating in the settlement.

13. HOW VIEW PROPOSED SETTLEMENT AGREEMENT AND COURT FILE.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Proposed Settlement Agreement three ways: 1) in the Court file located at the Superior Court of California, County of Los Angeles, Title: *Aguila v. Global Truss America, LLC*, Superior Court Case No. 20STCV39267; 2) You may also view the Court docket in this case, for a fee, through the Court's website at <https://www.lacourt.org/>

You may also contact the Settlement Administrator as follows:

Aguila v. Global Truss America, LLC

[ADDRESS AND PHONE]

If you have questions, you may call the Settlement Administrator, toll free at [NUMBER]. Ask about the *Aguila v. Global Truss America, LLC* class settlement.

You may also contact Class Counsel at the addresses and telephone numbers listed above. **PLEASE DO NOT CALL THE COURT OR COUNSEL FOR DEFENDANTS.**

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On October 11, 2022, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND
10 PAGA ACTION SETTLEMENT**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Thomas Kaufman
14 Raymond Nhan
15 **SHEPPARD MULLIN, LLP**
16 1901 Avenue of the Stars, Suite 1600
17 Los Angeles, California 90067
18 Telephone: (310) 228-3700
19 Facsimile: (310) 228-3700
20 tkaufman@sheppardmullin.com
21 rnhan@sheppardmullin.com

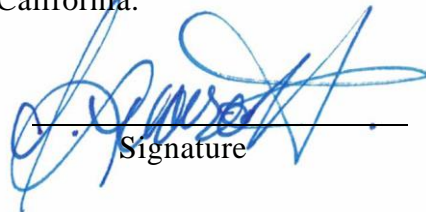
22 *Attorneys for Defendant Global Truss America, LLC, Acclaim Lighting, LLC., American D.J. Supply,*
23 *INC., ADJ Products, LLC, and Elation Lighting, Inc.,*

24 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
25 parties to accept electronic service, I caused the documents to be sent to the persons
26 at the electronic service addresses listed above via third-party cloud service
27 **CASEANYWHERE**

28 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 October 11, 2022, at Los Angeles, California.

Ivette Hernandez
Name


Signature