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Superior Court of California  
County of Los Angeles

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DEC 07 2022  
Sheri E. Carter, Executive Officer/Clerk of Court  
By: Roxanne Arraiga, Deputy

Tamara Jones vs Westways Staffing Services, Inc., et al., Case  
No.: 19STCV43097

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 \$3,740,116 (after the escalator clause was invoked).

B. The Net Settlement Amount ("Net") is the GSA minus the following:

\$1,246,581 (1/3) for attorney fees to Class Counsel, Shakouri Law Firm;  
\$13,274 for litigation costs to Class Counsel;  
\$10,000 for Incentive Awards to the class representatives, Bruntina Marcelus and Tamara Jones (\$5,000 x2);  
\$30,000 for settlement administration costs to Phoenix Class Action Administration Solutions;  
\$56,250 (75% of the \$75,000 PAGA penalty) to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

By January 6, 2023, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out;

b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org; and

c. 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).

Court sets **Non-Appearance Case Review for January 13, 2023, 8:30 a.m., Department 9.**

By **December 7, 2023**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

Court sets **Non-Appearance Case Review for December 14, 2023, 8:30 AM, Department 9.**

I.  
INTRODUCTION

A. Background

This is a wage and hour class action. On December 3, 2019, Plaintiff Jones filed a class action Complaint in the Action against Defendants in the Superior Court of the State of California, County of Los Angeles.

On August 14, 2020, Plaintiff Jones amended the Complaint to remove two causes of action. The Parties stipulated for leave to file a Second Amended Complaint in the Action, adding Plaintiff Marcelus as a class representative to the Action and adding a claim for penalties under PAGA and sought leave of Court to do so on September 16, 2021.

On September 27, 2021, Plaintiffs filed the Second Amended Complaint alleging claims for (1) failure to reimburse for business expenses; (2) unauthorized deductions from wages; (3) failure to pay for all hours worked; (4) failure to pay overtime; (5) failure to pay minimum wage; (6) failure to authorize and/or permit meal breaks; (7) failure to authorize and/or permit rest breaks; (8) waiting time penalties; (9) unfair business practices; and (10) PAGA violations.

Counsel represents that prior to agreeing to mediation, Plaintiffs conduct detailed written discovery on Defendants' relevant wage and hour policies and practices and received and analyzed more than 450 pages of documents produced, including personnel files, payroll records, timecards, Defendants' employee handbooks, and several stand-alone wage and hours policies relevant to their class claims. Through the parties' agreed-upon Belaire-West Notice process, Plaintiffs also obtained class contact information for a randomly selected sampling of approximately 400 Class Members, the size of which was set by the Court's July 22, 2020 Case Management Order.

Thereafter, Class Counsel interview approximately 40 Class Members to learn about their individual experiences working for Defendants and whether they suffered the same violations alleged by Plaintiffs. Class Counsel also requested from Defendants 6 Class Members' personnel files, time records, and payroll records (pursuant to their written authorization and consent), in order to further assess Defendants' relevant employment practices. For mediation purposes, Plaintiffs requested from Defendants (and for the most part received) detailed data and records. Among other things, Plaintiffs received and thoroughly analyzed, the number of current versus former Class Members, the total workdays worked by the Class; the Class Members' average rate of pay; average daily housing stipend; average daily meals and incidentals stipend; number of Class Members with arbitration agreements; and number of Class members with meal break waivers. Plaintiffs also informally requested and received a sampling of time records, payroll records, and paystubs for 400 Class Members who randomly received Belaire-West notices. The sample size represented a 11% sampling of the Class, which at the time consisted of approximately 3,612 Class Members. Based on Class Counsel's experience and their expert's analysis, 11% was a statistically significant sample, which Plaintiffs relied on to calculate maximum recovery for their claims for negotiating a settlement at mediation.

On July 6, 2021, the parties participated in a full-day mediation before Hon. Carl J. West (Ret.). With the aid of the mediator, the Parties were able to reach an agreement to settle the Action. The basic terms were set forth in a signed Memorandum of Understanding. The Parties then prepared the full Settlement Agreement, a fully executed copy of which is attached to the Declaration of Ashkan Shakouri ("Shakouri Decl. ISO Prelim.") as Exhibit 1.

On October 21, 2021, the Court issued a checklist of items for counsel to address. In response, on February 7, 2022, counsel filed an Amended Settlement Agreement, a fully executed copy of which is attached to the Supplemental Declaration of Ashkan Shakouri ("Shakouri Supp. Decl. ISO Prelim.") as Exhibit 2.

On July 8, 2022, the Court granted preliminary approval.

The Parties now move for final approval of the proposed class action settlement.

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B. Definitions

"Class": all non-exempt employees working for Defendant Westways Staffing Services, Inc. who were assigned to work at any healthcare facility inside California during the Class Period. There are approximately 4,221 Class Members who have worked approximately 416,197 workdays during the Class Period. (Settlement Agreement, ¶I.B.)

"Class Period": December 3, 2015 through September 4, 2021. (¶I.D.)

"PAGA Members": all non-exempt employees working for Defendant Westways Staffing Services, Inc. who were assigned to work at any healthcare facility inside California during the PAGA Period. The PAGA Members are a subset of the Class Members. (¶I.DD.)

"PAGA Period": July 12, 2020 through September 4, 2021. (¶I.EE.)

There are 4,420 class members. (Declaration of Jarrod Salinas ("Salinas Decl."), ¶3.)

The Parties stipulate to class certification for settlement purposes only. (¶II.H.)

C. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$3,740,116 (after the escalator clause was invoked), non-reversionary. (¶II.A.)
- The Net Settlement Amount (\$2,364,785) is the GSA minus the following:
  - Up to \$1,246,581 (1/3) for attorney fees (¶II.B.2);
  - Up to \$25,000 for litigation costs (Ibid.)
  - Up to \$17,500 for service awards (\$10,000 to Jones and \$7,500 to Marcelus) (¶II.B.1);
  - Up to \$30,000 for class administration (¶II.B.4); and
  - \$56,250 (75% of \$75,000 PAGA penalty) to the LWDA (¶II.B.3).
- All Employer Taxes shall be paid by Defendants separately. (¶I.R.)
- There is no claims process. (Ibid.)

- Opt-out/Objection/Dispute Deadline: Class Members shall have 45 days after the Settlement Administrator mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, to submit an objection, opt-out, or dispute to the Settlement Administrator. (§III.E.3.)

- o If ten percent (10%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendants will have the right, but not the obligation, to void the Settlement (§III.E.4.)

- Individual Settlement Payments: From the Net Settlement Amount, the Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing this amount by the total number of workdays worked by all Participating Class Members in the Class during the Class Period to determine a dollar amount per workday ("Workday Payment"), and (b) multiplying the total number of workdays worked by each Participating Class Member in the Class during the Class Period by the Workday Payment. (§III.C.1.)

- o Tax Allocation: 20% wages, 15% as reimbursement of expenses, and 65% as interest and penalties. (§III.C.1.a.)

- PAGA Payments: The value of each PAGA Member's PAGA Share will be based on the number of each PAGA Member's workdays during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of workdays worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of workdays worked by each respective PAGA Member. PAGA Members will receive payment from the Net PAGA Amount regardless of their decision to participate in the Action if the PAGA Payment is approved by the Court. (§III.C.2.)

- Uncashed Checks: A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the Settlement Share check of a Participating Class Member remains uncashed by the expiration of the 180-day period, the uncashed funds shall be distributed to

the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, et seq. for the benefit of those Participating Class Members who did not cash their Settlement Share checks until such time that they claim their property and who will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they cash their Settlement Share checks. (¶III.E.12.)

- The claims administrator will be Phoenix Class Action Administration Solutions ("Phoenix"). (¶III.D.)
- The LWDA was provided notice of the Amended Settlement on December 23, 2021. (Shakouri Supp Decl., ¶4, Exh. 3.)
- Release: Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendants, all Participating Class Members who do not timely and validly opt out shall be deemed to have fully and finally released all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind of nature against all Released Parties that were alleged or that could have been alleged based on the facts asserted in in the operative Complaint that occurred during the Class Period, including, all claims for failure to reimburse business expenses, unauthorized deductions from wages, failure to pay for all hours worked, failure to pay overtime, failure to pay minimum wage, failure to authorize and/or permit meal breaks, failure to authorize and/or permit rest breaks, waiting time penalties, unfair business practices, the Private Attorneys General Act of 2004, Labor Code sections 2802, 221, 223, 200, 226, 500, 1197, 1198, 510, 1194, 226.7, 512, 201, 202, 203, 2699 et seq., and the applicable Wage Orders, and Business & Professions Code section 17200. The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period, and the Released PAGA Claims. This release shall be referred to here is the "Released Class Claims." (¶III.F.1.)
  - o Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendants, all PAGA Members shall also release all Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the Settlement, and will be bound by this PAGA Release. The Released PAGA Claims are defined as the claims asserted by PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA Notice sent to the LWDA by

Plaintiff Marcelus and further identified in the operative Complaint that are alleged to have occurred during the PAGA Period ("Released PAGA Claims"). (Ibid.)

o "Released Parties" means Defendants and Defendant Westways Staffing Services, Inc.'s former, present and future owners, parents, subsidiaries, and all of its current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, clients, successors, assigns, accountants, insurers, or legal representatives. Any of the Released Parties individually shall be referred to as a "Released Party." (§I.Z)

o The Class Representative will also provide a general release and CC 1542 waiver. (§III.F.3.)

## II. DISCUSSION

### A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On July 6, 2021, the parties participated in a full-day mediation before Hon. Carl J. West (Ret.). With the aid of the mediator, the Parties were able to reach an agreement to settle the Action. The basic terms were set forth in a signed Memorandum of Understanding. The Parties then prepared the full Settlement Agreement (Shakouri Decl. ISO Prelim., ¶10.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to agreeing to mediation, Plaintiffs conduct detailed written discovery on Defendants' relevant wage and hour policies and practices and received and analyzed more than 450 pages of documents produced, including personnel files, payroll records, timecards, Defendants' employee handbooks, and several stand-alone wage and hours policies relevant to their class claims. Through the parties' agreed-upon Belaire-West Notice process, Plaintiffs also obtained class contact information for a randomly selected sampling of approximately 400 Class Members, the size of which was set by the Court's July 22, 2020 Case Management Order. Thereafter, Class Counsel interview approximately 40 Class Members to learn about their individual experiences working for Defendants and whether they suffered the same violations alleged by Plaintiffs. Class Counsel also requested from Defendants 6 Class Members' personnel files, time records, and payroll records (pursuant to their written authorization and consent), in order to further assess Defendants' relevant employment practices. For mediation

purposes, Plaintiffs requested from Defendants (and for the most part received) detailed data and records. Among other things, Plaintiffs received and thoroughly analyzed, the number of current versus former Class Members, the total workdays worked by the Class; the Class Members' average rate of pay; average daily housing stipend; average daily meals and incidentals stipend; number of Class Members with arbitration agreements; and number of Class members with meal break waivers. Plaintiffs also informally requested and received a sampling of time records, payroll records, and paystubs for 400 Class Members who randomly received Beldaire-West notices. The sample size represented a 11% sampling of the Class, which at the time consisted of approximately 3,612 Class Members. Based on Class Counsel's experience and their expert's analysis, 11% was a statistically significant sample, which Plaintiffs relied on to calculate maximum recovery for their claims for negotiating a settlement at mediation. (Shakouri Supp. Decl. ISO Prelim., ¶¶24-25.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Shakouri Decl. ISO Prelim., ¶¶31-32.)

4. What percentage of the class has objected? No objectors. (Salinas Decl., ¶9.)

The Court concludes that the settlement is presumptively fair.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.) Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

CLAIM	MAXIMUM EXPOSURE
Unpaid Overtime	\$17,277,373
Rounding Claim	\$304,874
Reimbursement Claim	\$541,800
Meal Periods	\$1,590,788
Rest Periods	\$1,723,355
Wage Statement Violations	\$4,441,550
Waiting Time Penalties	\$0



PAGA	\$4,540,200
TOTAL	\$30,419,940

(Shakouri Supp. Decl. ISO Prelim., ¶¶29-14.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$3,740,116 (after the escalator clause was invoked) non-reversionary settlement which is approximately 12.3% of the maximum estimated exposure in this matter, which is within the "ballpark of reasonableness.

The \$3,740,116 settlement amount, after reduced by the requested deductions, leaves approximately \$2,364,785 to be divided among approximately 4,211 class members. Assuming full participation, the resulting payments will average approximately \$561.57 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of class members: 4,420 (Salinas Decl. ¶3.)  
Number of notice packets mailed: 4,420 (Id. at ¶5.)  
Number of undeliverable notices: 41 (Id. at ¶7.)  
Number of opt-outs: 5. The Class Members that  
requested to be excluded are Annie Orense, Kyung  
Park, Georgana Roundtree, Carina Stanesco, and  
Zhaohui Tan. (Id. at ¶8.)  
Number of objections: 0 (Id. at ¶9.)  
Number of Participating Class Members: 4,415 (Id. at  
¶¶3, 8.)  
Average individual payment: \$559.37 (Id. at ¶12.)  
Highest estimated payment: \$7,639.47 (Ibid.)  
Average PAGA payment: \$10.52 (Id. at ¶13.)  
Highest PAGA Payment: \$64.54 (Ibid.)

The Court concludes that the settlement is fair, adequate,  
and reasonable.

#### C. Attorney Fees and Costs

Class Counsel requests an award of \$1,246,581 (1/3) in fees  
and \$13,274 in costs. (Motion ISO Fees at pp. 5, 13.) The  
Settlement Agreement provides for fees up to \$1,246,581 (1/3)  
and costs up to \$25,000. (¶II.B.2.)

"Courts recognize two methods for calculating attorney fees  
in civil class actions: the lodestar/multiplier method and the  
percentage of recovery method." (Wershba v. Apple Computer,  
Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on another  
ground in Hernandez v. Restoration Hardware, Inc. (2018) 4  
Cal.5th 260.) Here, class counsel request attorney fees using  
the percentage method. (Motion for Fees at pp. 2-13.)

In common fund cases, the Court may employ a percentage of  
the benefit method, as cross-checked against the lodestar.  
(Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.)  
The fee request represents one third 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."].)

Class Counsel has provided information, summarized below,  
from which the lodestar may be calculated.

Attorney	Hours	Rate	Totals
Shakouri	468	\$675	\$315,900
Lin	100.7	\$675	\$67,972.50
Totals			\$383,872.50

(Motion ISO Fees at p. 7; Shakouri Decl. ISO Final, ¶¶26-42; Exh. 3; Lin Decl. ISO Final, ¶¶4-10.)

Counsels' total lodestar is approximately \$383,872.50, which would require a multiplier of 3.25 to yield the requested fee amount. The \$1,246,581 fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet and no one objected. (Salinas Decl., ¶9, and Exhibit A thereto.)

As for costs, Class Counsel is requesting \$13,274 for its actual costs. (Motion ISO Fees at p. 13.) This is less than the \$25,000 cap provided in the Settlement Agreement (¶II.B.2), for which Class Members were given notice and did not object. (Salinas Decl. ¶9, and Exhibit A thereto.) The costs listed include mediation fees (\$6,450), expert costs (\$1,650), complaint filing fees (\$1,721.19), and case anywhere fees (\$1,101.60). (Shakouri Decl. ISO Final, Exh. 5.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the recommendation is to award \$1,246,581 for attorneys' fees and \$13,274 for attorneys' costs.

#### D. Claims Administration Costs

The settlement administrator, Phoenix, is asking for \$30,000 for costs of administering the settlement. (Salinas Decl. ¶14.) This is equal to the estimated cost of \$30,000 provided for in the Settlement Agreement (¶II.B.4) and disclosed to Class Members in the Notice (Salinas Decl., ¶9, and Exhibit A).

The court awards costs in the requested amount of \$30,000.

#### E. Incentive Award to Class Representative

Plaintiff Jones seeks an enhancement award of \$10,000 for her contributions to the action, and Plaintiff Marcelus seeks an award of \$7,500. (Motion ISO fees at p. 13.)

In connection with the final fairness hearing, the named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (Id. at 806-807, italics and ellipsis in original.)

Plaintiffs represent that they collectively spent approximately 77.25 hours actively participating in this litigation by, amongst other things, communicating with counsel, gathering documents, participating in mediation, and reviewing the settlement agreement. (Declaration of Jose Vidal Tobon ¶¶9-22; Declaration of Teresa Corona Marquez ¶¶9-22.) Plaintiffs have also signed a general release for any all claims related to their employment with Defendant. (¶46)

Based on the above, the court grants reduced enhancement awards in the total amount of \$10,000 to Plaintiffs Bruntina Marcelus and Tamara Jones (\$5,000 x2).

### III. CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$3,740,116 (after the escalator clause was invoked).

B. The Net Settlement Amount ("Net") is the GSA minus the following:

\$1,246,581 (1/3) for attorney fees to Class Counsel, Shakouri Law Firm;  
\$13,274 for litigation costs to Class Counsel;  
\$10,000 for Incentive Awards to the class representatives, Bruntina Marcelus and Tamara Jones (\$5,000 x2);  
\$30,000 for settlement administration costs to Phoenix Class Action Administration Solutions;  
\$56,250 (75% of the \$75,000 PAGA penalty) to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

3) By January 6, 2023, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out;

b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org; and

c. 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).

4) Court sets Non-Appearance Case Review for January 13, 2023, 8:30 a.m., Department 9.

5) By December 7, 2023, Class Counsel must file a Final Report re: Distribution of the settlement funds.

6) Court sets Non-Appearance Case Review for December 14, 2023, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: December 7, 2022

**YVETTE M. PALAZUELOS**  
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JUDGE OF THE SUPERIOR COURT