

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 22

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman
Court Attendant: J. Flores

CSR: NONE

34-2022-00324342-CU-OE-GDS

August 2, 2024
9:00 AM

**Marjan Iranrouh vs. Highlands Community Charter and
Technical Schools, a California Corporation**

MINUTES

APPEARANCES:

Plaintiff Marjan Iranrouh represented by Elliott J. Siegel via virtual conference, Xavier Villegas via virtual conference.

Plaintiff and on behalf of all similarly situated individuals represented by Elliott J. Siegel via virtual conference, Xavier Villegas via virtual conference.

Defendant Highlands Community Charter and Technical Schools, a California Corporation represented by James Thomas Jones Special Appearing Evan McBride via virtual conference.

NATURE OF PROCEEDINGS: Case Management Conference; Hearing on Motion for Final Approval of Settlement

After hearing from the parties, the Court affirmed the tentative ruling.

The Court will sign the proposed order.

TENTATIVE RULING:

APPEARANCE REQUIRED. A hearing on Plaintiff's Motion for Final Approval was reserved for August 2, 2024, but no motion was filed. The parties shall be prepared to update the Court at the CMC regarding the status of the moving papers.

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956.

*Requirements for requesting a court reporter are listed in the **Policy for Official Reporter Pro Tempore** available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

A Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list, Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a **Request for Court Reporter by a Party with a Fee Waiver (CV/E-211)** and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

The parties are encouraged to attend via Zoom with the links below:
To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>
To join by phone dial (833) 568-8864 ID 16184738886

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

TENTATIVE RULING:

Plaintiff Marjan Iranrouh's ("Plaintiff") motion for final approval of the Parties' settlement and release of class and Private Attorneys General Act ("PAGA") claims is UNOPPOSED and tentatively GRANTED, pending the final fairness hearing. (Code of Civ. Proc. § 382; Cal. Rules of Court, Rule 3.769.)

Status Conference (Compliance Hearing) is scheduled for 04/11/2025 at 10:30 AM in Department 22 at Gordon D. Schaber Superior Court.

Due to a filing issue, Plaintiff's moving papers did not appear in the Court's Register of Actions when filed. Plaintiff provided a courtesy copy to facilitate the Court's review and the Register of Actions has been updated.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary and final approval of a class action settlement. The Parties are urged to carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

NOTICE:

The Parties are encouraged to appear via Zoom with the links below:

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

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

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. **The signed form must be filed with the clerk prior to the hearing.***

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

Background

On January 31, 2022, Plaintiff gave notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to file suit and allege claims under PAGA. (Siegel Decl. ISO Prelim. App., ¶ 6; Exhs. 2A and 2B; Siegel Decl., ¶ 73.)

Plaintiff initiated this wage and hour class action on July 27, 2022, alleging that, as a matter of uniform and systemic policy, Defendant Highlands Community Charter and Technical Schools ("Defendant") failed to pay minimum and overtime wages, provide meal and rest periods or premium pay in lieu thereof, reimburse necessary business expenses, provide and maintain accurate records, and timely pay all wages during and after employment. Plaintiff alleges that Defendant's failures violated the California Unfair Competition Law. Plaintiff also seeks penalties pursuant to PAGA. Finally, Plaintiff also alleges individual claims for disability discrimination, failure to accommodate, failure to engage in the interactive process, violation of sick leave laws, failure to prevent discrimination, retaliation for complaints about labor code violations, whistleblower

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

retaliation, and wrongful termination in violation of public policy. (Complaint; Siegel Decl., ¶ 15.)

On April 26, 2024, the Court preliminarily approved the Parties' Joint Stipulation of Settlement and Release of Class and PAGA Action ("Settlement Agreement" or "Agreement"). (4-26-24 Minute Order.) Plaintiff now moves for final approval of the Agreement. (Siegel Decl. ISO Prelim. App., ¶ 25, Exh. 1 ("SA").) Concurrent with the filing of this motion, Plaintiff submitted the moving papers to the LWDA. (7-10-24 Proof of Service.)

Legal Standard

Courts review class action settlements in a three-stage process: (1) an earlier conditional review by the court; (2) a period during which notice is distributed to class members for their comments or objections; and (3) a later detailed review after the notice period when the court decides whether to give "final approval." (Rubenstein, Newberg and Rubinstein on Class Actions (6th Ed. 2023) § 13:1 (Newberg); see also Cal. R. Ct. Rule 3.769.) This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

As required by the applicable Rule of Court, the Court must conduct a final approval hearing to inquire into the fairness of the proposed settlement. (Cal. R. Ct., Rule 3.769(g).) The Court has broad discretion to determine whether a proposed settlement in a class action is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (See Newberg, *supra*, § 13:44 (and cases cited therein); *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.) In approving a class action settlement, the Court must "satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making its fairness determination, the Court should consider the relevant factors, such as the strength of the plaintiffs' case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar, supra*, 168 Cal.App.4th at p. 130 [internal quotes omitted].) A presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) Ultimately, the court's determination is simply "an amalgam of delicate balancing, gross

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

approximations and rough justice.” (*Id.*, at p. 1801.)

Settlement Agreement and Class Response

Under the terms of the Agreement, Defendant denies liability but agrees to pay a Maximum Settlement Amount (“MSA”) of \$1,500,000. (SA, ¶ 30.) No claims forms are required and no portion of the MSA will revert to Defendant. (*Id.*, ¶¶ 30, 40.) Defendant will separately pay all required payroll taxes in addition to the MSA. (*Id.*, ¶ 34.) Here, Plaintiff represents the following class: “all persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior to the filing of the Action and January 16, 2024.” (*Id.*, ¶ 20.)

The following amounts will be paid from the MSA:

- Attorneys’ fees not to exceed one-third of the MSA or \$500,000 (SA, ¶¶ 15, 52);
- Reimbursement of Counsel’s litigation costs not to exceed \$35,000 (*ibid.*);
- A Class Representative Enhancement Payment not to exceed \$5,000 (*id.*, ¶¶ 23, 53);
- Settlement administration costs not to exceed \$25,000 (*id.*, ¶¶ 17, 54);
- A PAGA penalties payment in the amount of \$100,000, with \$75,000 to be paid to the LWDA and \$25,000 to be paid to the Aggrieved Employees (*id.*, ¶¶ 29, 55).

The remaining amount – the Net Settlement Amount (“NSA”) – is estimated to be \$835,000. (SA, ¶ 56.) The Court notes that Plaintiff’s moving papers misstate the NSA as being \$880,000, by deducting the currently estimated litigation and settlement administration costs, and by only deducting the LWDA portion of the PAGA payment. (Mot., p. 1:8-14.)

The NSA will be distributed to the Participating Class Members as Individual Class Payments representing their pro-rata share of the NSA. (SA, ¶ 27.) Individual Class Payments will be calculated and apportioned based on the workweeks a Participating Class Member worked during the Class Period. (*Id.*, ¶ 58.) Similarly, the Aggrieved Employees’ portion of the PAGA Payment will be allocated on a pro-rata basis. (*Id.*, ¶ 28.) The Individual PAGA Payments will be separately calculated and apportioned based on the number of PAGA Periods an Aggrieved Employee worked during the PAGA Period. (*Id.*, ¶ 58.)

Thirty-three percent (33%) of all Individual Class Payments shall constitute unpaid wages in the form of back pay (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), thirty-three percent (33%) shall constitute civil penalties, and thirty-four percent (34%) shall constitute interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). (SA, ¶¶ 56-57, 75.) All Individual PAGA Payments will be allocated as alleged penalties and will be reported on an IRS Form 1099. (*Id.*, ¶ 7.) Any checks issued by the Settlement Administrator to Participating Class Members and/or Aggrieved Employees will be

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

negotiable for 180 calendar days from the date the check was issued. (*Id.*, ¶ 72.) For any Class Member whose individual payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Bar's Justice Gap Fund. (*Id.*, ¶¶ 72-73.) Counsel attests that the Parties and Counsel have no interest or relationship, financial or otherwise, with the cy pres recipient. (Siegel Decl., ¶ 143; SA, ¶ 77.)

Upon the latter of the Effective Date, essentially meaning the date the Agreement is finally approved, and the full funding of the MSA, the Settlement Class and each Participating Class Member fully releases and discharges the Released Parties for the Released Claims for the Class Period. (SA, ¶ 80.) The Agreement defines the 'Released Claims' as "those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or premium pay in lieu thereof, (4) failure to provide rest periods or premium pay in lieu thereof, (5) failure to reimburse necessary business expenses (6) failure to provide accurate itemized wage statements, (7) failure to pay wages when due or at the end of employment, (8) civil penalties under the Private Attorneys General Act ('PAGA'), and (9) unfair business practices." (*Id.*, ¶ 40.) Similarly, "[u]pon the Effective Date and the full funding the MSA by Defendant, the Aggrieved Employees fully release and discharge the Released Parties for the Released PAGA Claims for the PAGA Release Period." (*Id.*, ¶ 82.) The Agreement defines the 'Released PAGA Claims' as "the release of claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notice." (*Id.*, ¶ 42.) The releases are appropriately limited to the Class Release Period and PAGA Release Period, respectively. (*Id.*, ¶¶ 41, 43, 80, 82.)

Plaintiff, as Class Representative, "agrees to a limited release releasing only her claims within the definition of 'Released Claims' Plaintiff does not release her individual causes of action as raised in the class action complaint, specifically Causes of Action Nos. 11 through 18, and this Settlement shall in [no] way act to compromise, waiver, or settle those claims and causes of action." (SA, ¶ 81.) Counsel attests that the Parties are actively engaged in settlement discussions with the goal of resolving Plaintiff's individual claims by the final approval hearing date. (Siegel Decl., ¶ 76.)

Tarus Dancy, a Supervising Case Manager for CPT Group, Inc. ("CPT") attests that the Court-approved Notice was mailed to all 448 individuals identified in the class data via U.S. First Class Mail on May 10, 2024, after conducting a National Change of Address database search. (Dancy Decl., ¶¶ 4-7.) A total of 7 Notices were returned, none with forwarding addresses. (*Id.*, ¶ 8.) CPT performed a skip trace and obtained 4 updated addresses. (*Ibid.*) CPT promptly re-mailed those Notices. (*Id.*, ¶ 9.) Therefore, 3 Notices have been deemed undeliverable. (*Id.*, ¶ 9.) ILYM received 10 requests for exclusion from the following individuals: Vicki H. Neal, Alexa A. Carrillo, Liudmila Tselovalnikova, Ahmad Jawid Rashidee, Zia Ul Haq Habibi, Maliha Khan, Nataliia Maksymiv, Sarah A.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Kraemer, Iryna Yanytska and Samantha R. Alvarado. (*Id.*, ¶ 11.) CPT did not receive any objections. (*Id.*, ¶ 12.) Therefore, CPT reports a total of 438 Participating Class Members, representing 97.77% of the Class. (*Id.*, ¶ 14.) The highest Individual Class Payment is currently estimated to be approximately \$7,393.26, the average is currently estimated to be approximately \$1,952.75 and, the lowest is currently estimated to be approximately \$26.31. (*Id.*, ¶ 16.)

Counsel attests to their extensive experience in similar cases. (Siegel Decl., ¶¶ 3-14; Villegas Decl., ¶¶ 2-10.) Having provided sufficient information regarding damage analysis at preliminary approval, the Court is inclined to find, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness, and all relevant factors presently support final approval.

PAGA Payment

The Agreement allocates for a PAGA penalties payment in the amount of \$100,000, with \$75,000 to be paid to the LWDA and \$25,000 to be paid to the Aggrieved Employees. (SA, ¶¶ 29, 55.) The Aggrieved Employees are those Class Members who worked for Defendant within the PAGA Period. (*Id.*, ¶ 14.) The PAGA Period is the period from January 31, 2021 to January 16, 2024. (*Id.*, ¶ 34.) There are an estimated 380 Aggrieved Employees in the PAGA Period and Aggrieved Employees worked a total of 11,536 pay periods in the PAGA Period. (*Ibid.*) The Agreement makes clear that Aggrieved Employees cannot opt out of the PAGA portion of the settlement. (*Id.*, ¶ 28.)

CPT reports a total of 370 PAGA Employees who will be sent an individual PAGA payment. (Dancy Decl., ¶ 17.) The estimated average individual PAGA payment is \$67.57 and the highest individual PAGA payment is \$158.32. (*Ibid.*) Having previously found Counsel's valuation well-reasoned and persuasive at the preliminary approval stage, the PAGA Penalty is tentatively approved.

Class Counsel Fees and Costs

Courts generally recognize two methods for calculating 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.) "The percentage method calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs' recovery. The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee 'by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.'" (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489.) In determining fees and costs to be awarded to Class Counsel, the Court must exercise its judicial function and make a decision on the propriety of the fees requested; it should not, and does not, abdicate its charge to make a decision simply because the parties may have reached their own agreement in this regard. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal "being the award of a reasonable fee to compensate counsel for their efforts." (*Id.* at p. 504.) "The lodestar method better accounts for the amount of work done, while the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

percentage of the fund method more accurately reflects the results achieved.' Each has been championed and criticized for its respective advantages and disadvantages." (*Ibid.*, quoting *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516.)

The Agreement provides for an attorneys' fees award not to exceed one-third of the MSA or \$500,000 and the reimbursement of Counsel's litigation costs not to exceed \$35,000. (SA, ¶¶ 15, 52.) Counsel attests to having a fee-splitting arrangement and co-counsel agreement, which has been fully disclosed and agreed to by Plaintiff, who has signed a written consent as to the fee split pursuant to California Rules of Professional Responsibility, Rule 1.5.1. (Siegel Decl. ISO Prelim. App., ¶ 130; Villegas Decl. ISO Prelim. App., ¶ 12.) The fee-splitting arrangement provides that Law Office of Xavier Villegas, APC shall receive 45% of the of the Attorneys' Fee Award; King & Siegel LLP shall receive 45% of the Attorney's Fee Award, and Law Offices of Jospeh [sic] Chun shall receive the remaining 10% as a referral fee. (*Ibid.*) Plaintiff argues that the requested fees and costs are reasonable and appropriate as a percentage of the common fund and consistent with fee awards routinely approved. (Mot., pp. 16:25-19:7.)

Counsel also provides sufficient information for the Court to perform a lodestar cross-check. (Mot., pp. 19:8-25:22.) Counsels' total lodestar is \$335,164, representing 576.9 hours. (Siegel Decl., ¶ 55.) King & Siegel LLP's lodestar is approximately \$145,566, representing 244.2 hours. (*Id.*, ¶ 54.) Specifically, King & Siegel LLP's lodestar consists of 178.3 hours worked by Mr. Siegel at an hourly rate of \$745 and a total of 65.9 hours worked by Paralegals Ms. Contreras and Ms. Vera at hourly rates of \$200 and \$175. (*Id.*, ¶ 58.) Mr. Siegel provides sufficient description of the tasks performed, the hours spent on those tasks, and the billing professionals' qualifications. (*Id.*, ¶¶ 57, 59-63, Exh. D.) Separately, for the Law Office of Xavier Villegas, APC, Mr. Villegas attests that he spent a total of 332.70 hours at hourly rates ranging from \$465 to \$590, for a lodestar of \$189,598. (Villegas Decl., ¶ 13.) Mr. Villegas provides sufficient description of the tasks performed and the hours spent on those tasks. (*Id.*, ¶¶ 12, 14-15, Exhs. A-1 and A-2.) Counsels' total lodestar requires a multiplier of 1.50. (Siegel Decl., ¶ 55.) Under the circumstances, the Court is persuaded that the requested award of one-third of the MSA is appropriate.

Counsel attests that their actual costs are \$29,697.03. (Siegel Decl., ¶ 66, Appendix 1, Exh. C.) The Court finds these costs reasonable and appropriate.

Settlement Administrator

CPT Group attests that its total costs in administering this settlement are \$10,000. (Dancy Decl., ¶ 19.) The Court finds this allocation reasonable and appropriate.

Class Representative Service Payment

The Agreement provides for a Class Representative Service Payment not to exceed \$5,000. (SA, ¶¶ 23, 53.) The Court finds this payment justified based on Plaintiff's

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

declarations and the absence of any objections to the award.

At the final approval hearing, Plaintiff is expected to update the Court regarding the status of her individual claims. If the Parties have not resolved Plaintiff's individual claims, Plaintiff asks the Court to set trial in the second or third week of April 2025. (Mot., p. 28:18-20.) If the individual claims are still pending, the Court will likely designate the matter as non-complex, and the trial would be set in Dept. 47 (Master Calendar).

Disposition

In sum, and subject to the final fairness hearing, the Court tentatively concludes that the settlement is entitled to final approval. Provided that no objection is asserted by any Class Member at the hearing on this matter, the Court will grant final approval. However, unless Plaintiff has resolved her individual claims, the matter is not ripe for **judgment** to be entered and the Proposed Order will need to be revised. The Parties shall be prepared to address this issue at the hearing.

Any further Case Management Conferences and compliance hearings shall be handled by this Department. This Department shall monitor compliance with the settlement approval through and including the disbursement of any uncashed amount to the California Bar's Justice Gap Fund as the cy pres beneficiary.

The Court sets a Compliance Hearing for **April 11, 2025 at 10:30 a.m.** At least 15 calendar days prior to the Compliance Hearing, Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 08/02/2024
Entered on: 08/02/2024

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 Ninth Street, Sacramento, CA 95814	
PLAINTIFF/PETITIONER: Marjan Iranrouh et al	
DEFENDANT/RESPONDENT: Highlands Community Charter and Technical Schools, a California Corporation et al	
CERTIFICATE OF MAILING	CASE NUMBER: 34-2022-00324342-CU-OE-GDS

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Case Management Conference; Hearing on Motion for Final Appro...) upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Sacramento, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Xavier Villegas
Law Offices of Xavier Villegas
2390 Las Posas ROAD
C168
Camarillo, CA 93010

Elliott J. Siegel
King & Siegel LLP
724 S Spring STREET
201
Los Angeles, CA 90014

James Thomas Jones
Jackson Lewis, P.C.
400 Capitol Mall Ste 1600
Sacramento, CA 95814

Dated: 08/05/2024

By:

/s/ V. Aleman

V. Aleman, Deputy Clerk

CERTIFICATE OF MAILING