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FILED
Superior Court of California
County of Los Angeles
07/31/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

5 Attorneys for Plaintiffs
6 ALEXANDRA ESCAMILLA, MIREYA CORONA,
STEVEN RIVERA, and BRIANNA MOLYNEAUX,
7 individually, and on behalf of all others similarly
situated

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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
12

13
14 ALEXANDRA ESCAMILLA, an individual,
on behalf of herself and all others similarly
15 situated; *et al.*,

16 Plaintiffs,

17 vs.

18 ONO HAWAIIAN BBQ, INC., a California
corporation; *et al.*,

19 Defendants.
20

CASE NO.: BC651992

[Assigned for all purposes to the
Honorable Elihu M. Berle, Dept. SSC-6]

~~[REVISED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

Date: July 25, 2023
Time: 9:00 a.m.
Dept.: SSC-6

Action Filed: February 27, 2017
SAC Filed: August 25, 2017
TAC Filed: November 30, 2017
4AC Filed: June 28, 2019
5AC Filed: March 4, 2021
Trial Date: None Set

ORDER

1
2 Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux’s
3 (“Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the
4 above-captioned matter came on regularly for hearing on July 25, 2023 at 9:00 a.m. in Department
5 SSC-6 of the above-entitled Court. Due and adequate notice having been given to the Class
6 Members, and the Court having considered Plaintiffs’ Motion and all documents submitted in
7 support thereof, the Class Action and PAGA Settlement Agreement (“Settlement”), all papers filed
8 and proceedings had herein and all oral and written comments received regarding the proposed
9 Settlement, and good cause appearing, the Court hereby ORDERS AS FOLLOWS:

10 1. Pursuant to California law, this Court hereby grants final approval of the Settlement.
11 The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth, and has
12 the full force and effect of an Order of this Court. All terms used herein shall have the same
13 meaning as defined in the Settlement.

14 2. The Court has jurisdiction over all claims asserted in the Actions, Plaintiffs
15 Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux (“Plaintiffs”), the
16 Participating Class Members, and Defendants Ono Hawaiian BBQ, Inc., Apelila And J, LLC,
17 Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant, LLC, C &
18 S Stockton, LLC, Colma Serramonte Restaurant, LLC, Hayward Hesperian Restaurant, LLC, Las
19 Tunas Enterprise, LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach
20 Express, Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills
21 Restaurant, LLC, Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F
22 Hawaiian BBQ, LLC, S & H Hayward, LLC, San Leandro Palma, LLC, Walnut Florence, LLC,
23 Alameda Compton, LLC, Culver City Jefferson, LLC, Fontana Summit, LLC, Hollywood Sunset,
24 LLC, Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC,
25 Malaki And J, LLC, J & U Hawaiian BBQ, LLC, ONO Management, LLC, San Pedro Gaffey
26 Investments, LLC, WH Gardena Marketplace, LLC, and OHB Restaurant, LLC (“Defendants”).

27 3. The Court finds that the Settlement was made and entered into in good faith and
28 hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

1 4. Solely for purposes of effectuating the Settlement, this Court certifies a Class
2 defined as follows:

3 All non-exempt employees of Defendants Ono Hawaiian BBQ, Inc., Apelila And J,
4 LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley
5 Restaurant, LLC, C & S Stockton, LLC, Colma Serramonte Restaurant, LLC, Hayward
6 Hesperian Restaurant, LLC, Las Tunas Enterprise, LLC, Manteca Airport Restaurant,
7 LLC, Mira Loma PR, LLC, Moreno Beach Express, Inc., Morgan Cochrane, LLC,
8 OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant, LLC, Riverside CSP
9 Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC, S
10 & H Hayward, LLC, San Leandro Palma, LLC, Walnut Florence, LLC, Alameda
11 Compton, LLC, Culver City Jefferson, LLC, Fontana Summit, LLC, Hollywood
12 Sunset, LLC, Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC,
13 LA Sunset, LLC, Malaki And J, LLC, J & U Hawaiian BBQ, LLC, ONO Management,
14 LLC, San Pedro Gaffey Investments, LLC, WH Gardena Marketplace, LLC, and OHB
15 Restaurant, LLC (“Defendants”) who performed work in California for any Defendant
16 at any time from February 27, 2013 through January 26, 2023.

17 5. With respect to the Class and for purposes of approving the Settlement only and for
18 no other purpose, this Court finds and concludes that: (a) the Participating Class Members are
19 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
20 of law or fact common to the Participating Class Members, and there is a well-defined community
21 of interest among the Participating Class Members with respect to the subject matter of the claims
22 in the action; (c) the claims of Plaintiffs are typical of the claims of the Participating Class
23 Members; (d) Plaintiffs have fairly and adequately protected the interests of the Participating Class
24 Members; (e) a class action is superior to other available methods for an efficient adjudication of
25 the action; and (f) Class Counsel is qualified to serve as counsel for the Participating Class
26 Members.

27 6. The Notice Of Class Action Settlement And Hearing Date For Final Court Approval
28 (“Class Notice”) provided to the Class Members conforms with the requirements of California
Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court,
rules 3.766 and 3.769, the California and United States Constitutions, and any other applicable law,
and constitutes the best notice practicable under the circumstances, by providing individual notice
to all Class Members who could be identified through reasonable effort, and by providing due and
adequate notice of the proceedings and of the matters set forth therein. The Class Notice fully

1 satisfies the requirements of due process.

2 7. The Court finds that the dissemination of the Class Notice constituted the best notice
3 practicable under the circumstances to all Class Members, and fully met the requirements of
4 California law and due process under the United States Constitution. Based on evidence and other
5 material submitted in conjunction with the final approval hearing, the actual notice to the Class was
6 adequate.

7 8. The Court approves the settlement of the Action, as set forth in the Settlement, and
8 each of the releases and other terms, as fair, just, reasonable and adequate. The parties are directed
9 to perform in accordance with the terms set forth in the Settlement.

10 9. The Court finds that zero (0) Class Members have objected to the Settlement.

11 10. The Court finds that four (4) Class Members have requested to be excluded from the
12 Settlement: Alberto Martinez, Joanna Danaya Banks Fernandez, Rita Ivone Ramirez Mendoza, and
13 Juan Marcelino Alvarez Ortega.

14 11. Effective upon the Settlement Administrator's receipt of the total Gross Settlement
15 Amount and the Employer's Share of Payroll Taxes, Plaintiffs, Participating Class Members, and
16 Aggrieved Employees shall be deemed to have released their respective Released Claims against
17 the Released Parties, as set forth in paragraphs 12 through 15, below.

18 12. "Released Parties" means Defendants Ono Hawaiian BBQ, Inc., Apelila And J,
19 LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant, LLC,
20 C & S Stockton, LLC, Colma Serramonte Restaurant, LLC, Diamond Bridgegate Investments,
21 LLC, Fairway Colima CA Six, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas Enterprise,
22 LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach Express, Inc.,
23 Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant, LLC,
24 Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC,
25 S & H Hayward, LLC, S & S Hawaii B.B.Q., LLC, San Leandro Palma, LLC, Walnut Florence,
26 LLC, Ahi Mahi Enterprise, LLC, Alameda Compton, LLC, Apple Valley BV Restaurant, LLC,
27 Culver City Jefferson, LLC, Fontana Summit, LLC, HGL Global, LLC, HGL Restaurant Group,
28 LLC, Redlands LA, LLC, Hollywood Sunset, LLC, Pie 585 Investments, LLC, Turlock

1 Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC, Malaki And J,
2 LLC, J & U Hawaiian BBQ, LLC, WH Gardena Marketplace, LLC, San Pedro Gaffey, LLC, San
3 Pedro Gaffey Investments, LLC, Ono Management, LLC, Ianuali and J, LLC, OHB 2021, LLC, and
4 OHB Restaurant, LLC and each of their past, present, and future agents, employees (including but
5 not limited to Hua Gui Liang (aka "Joe Liang"), and Jim Ng), servants, officers (including but not
6 limited to Joshua Liang), directors, managing agents, members, owners (whether direct or indirect),
7 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
8 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
9 predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and
10 alleged joint employers, dual employers, potential and alleged dual employers, co-employers,
11 potential and alleged co-employers, staffing agencies and companies, temporary staffing firms
12 (whether direct or indirect), temporary staffing agencies (whether direct or indirect), common law
13 employers, potential and alleged common law employers, contractors, lenders, affiliates, service
14 providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity
15 with potential or alleged to have joint liability, and all of their respective past, present and future
16 employees, directors, officers, members, owners, agents, representatives, payroll agencies,
17 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

18 13. All Participating Class Members, on behalf of themselves and their respective
19 former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and
20 assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The
21 Released Class Claims" means all claims for unpaid wages, including, but not limited to, failure to
22 pay minimum wages, straight time compensation, overtime compensation, failure to pay double-
23 time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (e.g.,
24 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal
25 periods; failure to authorize and permit rest periods; the calculation and payment of meal period and
26 rest period premiums; failure to reimburse for all necessary business expenses; payment for all
27 hours worked, including off-the-clock work and rounded time; wage statements; failure to keep
28 accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages;

1 failure to timely pay final wages; unfair business practices related to the Released Class Claims;
2 penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties,
3 and waiting-time penalties; noncompliant wage statements; and attorneys' fees and costs; all claims
4 related to the Released Class Claims arising under the California Labor Code including, but not
5 limited to, sections 200, 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223,
6 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
7 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and 2804); Wage Order No. 5-2001 of the
8 California Industrial Welfare Commission; California Business and Professions Code sections
9 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3288, 3336
10 and 3294; California Code of Civil Procedure § 1021.5. The Released Class Claims excludes the
11 release of claims not permitted by law. Upon entry of Judgment, Class Members are precluded from
12 filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for
13 claims and/or causes of action encompassed by the Released Class Claims, which are extinguished
14 and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).
15 Participating Class Members do not release any other claims, including claims for vested benefits,
16 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
17 insurance, disability, social security, or workers' compensation. The Released Class Claims are
18 limited to the Class Period. "Class Period" means the period from February 13, 2013 through
19 January 23, 2023.

20 14. All Aggrieved Employees, on behalf of themselves and their respective former and
21 present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns,
22 shall fully and finally release the Released Parties from all claims for civil penalties under PAGA
23 that were alleged, or could have been alleged, in the Action, based on the allegations asserted in
24 Plaintiffs' Operative Complaint, as amended, and/or in the PAGA Notices. The Released PAGA
25 Claims include, but are not limited to, claims for unpaid wages, including, but not limited to, failure
26 to pay minimum wages, straight time compensation, overtime compensation, double-time
27 compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed,
28 short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure

1 to authorize and permit rest periods; the calculation and payment of meal period and rest period
2 premiums; failure to reimburse for all necessary business expenses; payment for all hours worked,
3 including off-the-clock work and rounded time; wage statements; failure to keep accurate records;
4 unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to
5 timely pay final wages. The Released PAGA Claims include but are not limited to claims for
6 violation of Wage Order 5-2001 and the following California Labor Code sections: 200, 201, 201.3,
7 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.2, 226.3,
8 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2,
9 1198, 1198.5, 1199, 2802, 2804, 2698 *et seq.*, and 2699 *et seq.* Aggrieved Employees' Released
10 PAGA Claims are limited to the PAGA Period. "PAGA Period" means the period from December
11 24, 2015 through January 26, 2023.

12 15. With respect to Plaintiffs only, Plaintiffs and each of their respective former and
13 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, release and discharge the Released Parties from all known and unknown claims,
15 transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation,
16 common law, or other source of law, including but not limited to claims arising from or related to
17 their respective employments Defendants and their compensation while so employed ("Plaintiffs'
18 Release"). Plaintiffs' Release includes all claims asserted in the Action and/or arising from or
19 related to the facts and claims alleged in the Action or the PAGA Notices, or that could have been
20 raised in the Action or the PAGA Notices based on the facts and claims alleged. Plaintiffs' Release
21 includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to
22 pay minimum wages, straight time compensation, overtime compensation, double-time
23 compensation, and interest; the calculation of the regular rate of pay; failure to pay wages at least
24 twice each calendar month; failure to timely pay wages; failure to timely pay final wages; non-
25 compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to
26 provide meal periods; failure to authorize and permit rest periods; the calculation and payment of
27 meal period and rest period premiums; failure to reimburse business expenses; payment for all
28 hours worked, including off-the-clock work and rounded time; wage statements; deductions; failure

1 to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business
2 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and
3 payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'
4 fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code
5 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,
6 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223,224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8,
7 227.3, 246, 247.5, 248.5, 256,450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175,
8 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*,
9 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare
10 Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business
11 and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287,
12 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure §
13 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et*
14 *seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement
15 Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Release also includes all
16 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys'
17 fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation,
18 and wrongful termination, such as, by way of example only, (as amended) 42 U .S.C. § 1981, Title
19 VII of the Civil Rights Act of 1964, the American with Disabilities Act (ADA), the Age
20 Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act
21 (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted
22 by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to
23 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
24 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
25 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
26 addition to, the facts or law that Plaintiffs now know or believe to be true, but agree, nonetheless,
27 that Plaintiffs' Release shall be and remain effective in all respects notwithstanding such different
28 or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Release, Plaintiffs

1 expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
2 California Civil Code which reads:

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

6 16. The Court finds the Gross Settlement Amount of \$3,000,000, the Net Settlement
7 Amount, the PAGA Penalties, and the methodology used to calculate and pay each Participating
8 Class Member's Individual Class Payment and Aggrieved Employee's Individual PAGA Payment
9 are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual Class
10 Payments to Participating Class Members, the Individual PAGA Payments to Aggrieved
11 Employees, and the LWDA PAGA Payment to the Labor and Workforce Development Agency in
12 accordance with the terms of the Settlement.

13 17. The Gross Settlement Amount of \$3,000,000.00 shall be paid by Defendants within
14 fourteen (14) calendar days after the Effective Date. Defendants shall separately pay their share of
15 any employer-side payroll taxes on the same date.

16 18. The Settlement Administrator shall distribute Individual Class Payments, according
17 to the formula set forth in the Settlement, to each Participating Class Member's last known mailing
18 address within fourteen (14) calendar days after the Settlement Administrator is provided with the
19 Gross Settlement Amount.

20 19. The Settlement Administrator shall distribute Individual PAGA Payments, according
21 to the formula set forth in the Settlement, to each Aggrieved Employee's last known mailing
22 address within fourteen (14) calendar days after the Settlement Administrator is provided with the
23 Gross Settlement Amount.

24 20. The Court finds that Class Counsel's request for attorneys' fees in the amount of
25 \$1,000,000.00, which is one-third of the Gross Settlement Amount, is reasonable under the
26 common fund method with a lodestar cross-check. The Court finds that the number of hours Class
27 Counsel spent prosecuting the Actions is reasonable and Class Counsel's hourly rates are
28 reasonable and in line with rates prevailing in the community. The Court awards Class Counsel

1 \$1,000,000.00 attorneys' fees to be paid from the Gross Settlement Amount

2 21. The Court finds that Class Counsel has incurred \$207,882.63 in costs and expenses,
3 which were reasonably necessary to the prosecution of this lawsuit on behalf of the Class Members.
4 The Court awards Class Counsel \$207,882.63 in costs and expenses to be paid from the Gross
5 Settlement Amount as follows:

6 22. The Court approves Class Representative Service Payments in the amount of
7 \$7,500.00 each to Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna
8 Molyneaux for their efforts and risks in prosecuting the Actions on behalf of Class Members and
9 for Plaintiffs' Release.

10 23. The Court approves penalties under the Labor Code Private Attorneys General Act
11 of 2004, California Labor Code sections 2698, et seq., in the amount of \$300,000.00. \$225,000.00
12 of the PAGA Penalties shall be paid from the Gross Settlement Amount to the California Labor and
13 Workforce Development Agency, and \$75,000.00 shall be distributed to Aggrieved Employees
14 according to the formula set forth in the Settlement as their Individual PAGA Payment.

15 24. The Court approves payment of Settlement Administration Costs in the amount of
16 \$54,750.00 to CPT Group, Inc., to be paid from the Gross Settlement Amount.

17 25. The Court also hereby orders that any checks distributed to Participating Class
18 Members and/or Aggrieved Employees from the Gross Settlement Amount that remain uncashed
19 after 180 calendar days of being issued. All uncashed settlement checks shall be transferred to the
20 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
21 Civil Code § 1500, et seq. for the benefit of the Participating Class Member(s) or Aggrieved
22 Employee(s) who did not cash their checks until such time that they claim their property, or the
23 property is otherwise disposed of pursuant to the Unclaimed Property Law.

24 26. The parties shall implement the Settlement according to its terms.

25 27. Pursuant to California Rules of Court, Rule 3.769(h), and Code of Civil Procedure §
26 664.6, this Court shall retain exclusive and continuing jurisdiction over the parties with respect to
27 all matters related to the administration and consummation of the Settlement, and any and all
28 claims, asserted in, arising out of, or related to the subject matter of the Actions.

1 28. An Order to Show Cause Re: Compliance with Terms of Judgment is scheduled for
2 April 3, 2024 at 8:30 a.m. in Department SSC-6. No later than March 25, 2024, Class Counsel shall
3 file a final accounting report.

4 29. The Court directs that a separate Judgment shall be entered in accordance with the
5 terms of this Order.

6 30. The Settlement Administrator shall give notice of this Order to Class Members by,
7 within ten (10) days, posting a copy of the Order on the website the Settlement Administrator
8 established for purposes of settlement administration.

9 **IT IS SO ORDERED.**

10
11 DATED: _____ Elihu M. Berle



Elihu M. Berle
HONORABLE ELIHU M. BERLE
Judge of the Superior Court
Elihu M. Berle / Judge