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5 Attorneys for Plaintiff

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SANTA CLARA**

9 JESSICA URIBE, as an individual and on behalf
10 of all others similarly situated,

11 Plaintiff,

12 vs.

13 AUTO DRIVEAWAY FRANCHISE
14 SYSTEMS, LLC, a Michigan limited liability
15 company; and DOES 1 through 100, inclusive,

16 Defendants.

Case No.: 23CV417146

[Assigned for all purposes to the Hon.
Theodore C. Zayner in Dept. 19]

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

Date: July 3, 2024
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: June 9, 2023
Trial Date: None Set

1 The unopposed motion of Plaintiff Jessica Uribe (“Plaintiff”) for Preliminary Approval of
2 Class Action Settlement came on regularly for hearing before this Court on July 3, 2024, at 1:30
3 p.m. The Court, having considered the proposed Stipulation of Class and PAGA Settlement (the
4 “Settlement” or “Settlement Agreement”), attached as Exhibit A to the Declaration of Daniel J.
5 Brown filed concurrently herewith; having considered Plaintiff’s Motion for Preliminary
6 Approval of Class Action Settlement, Memorandum of Points and Authorities in support thereof,
7 and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

16 All current and former non-exempt employees of Defendant Auto
17 Driveaway Franchise Systems, LLC who worked for Defendant
18 (“Class Members”) at any time during the period of June 9, 2019
19 through January 11, 2024 (the “Class Period”).

20 2. For purposes of the Settlement, the Court designates Jessica Uribe as Class
21 Representative and Daniel J. Brown and Jessica Flores of Stansbury Brown Law, PC as Class
22 Counsel.

23 3. The Court designates Apex Class Action Settlement Administrators as the third-
24 party Settlement Administrator for mailing notices.

25 4. The Court approves, as to form and content, the Notice of Pendency of Class
26 Action and Proposed Settlement (“Class Notice”) attached as Exhibit 1 to this Order.

27 5. The Court finds that the form of notice to the Settlement Class regarding the
28 pendency of the action and of the Settlement, and the methods of giving notice to members of the
Settlement Class constitute the best notice practicable under the circumstances, and constitute

1 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
2 giving notice complies fully with the requirements of California Code of Civil Procedure section
3 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
4 and United States Constitutions, and other applicable law.

5 6. The Court further approves the procedures for Settlement Class Members to opt
6 out of or object to the Settlement, as set forth in the Class Notice.

7 7. The procedures and requirements for filing objections in connection with the Final
8 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
9 presentation of any Settlement Class Member's objection to the Settlement, in accordance with
10 the due process rights of all Settlement Class Members.

11 8. The Court directs the Settlement Administrator to mail the Class Notice to the
12 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
13 the Settlement Administrator to carry out all duties as required by the Settlement.

14 9. The Class Notice shall provide at least 60 calendar days' notice for Settlement
15 Class Members to opt out of, or object to, the Settlement. Any request for exclusion or written
16 objection shall be submitted directly to the Settlement Administrator and not filed with the Court.
17 Upon receipt of any requests for exclusion or written objection, the Settlement Administrator
18 shall forward copies of all requests for exclusion or written objection to counsel for all Parties.
19 The Settlement Administrator shall file a declaration concurrently with the filing of the Motion
20 for Final Approval of Class Action Settlement which authenticates a copy of every written
21 objection received by the Settlement Administrator.

22 10. The Final Fairness Hearing on the question of whether the Settlement should be
23 finally approved as fair, reasonable, and adequate is scheduled in Department 19 of this Court,
24 located at 191 N. First Street, San Jose, CA 95113 on January 8, 2025 at 1:30 p.m.

25 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
27 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
28 application for reasonable attorneys' fees, reimbursement of litigation expenses, Service Award

1 to Plaintiff, and payment to the Labor and Workforce Development Agency (“LWDA”) for
2 penalties under the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

3 12. Counsel for the Parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of the Settlement, attorneys’ fees, litigation
5 expenses, Plaintiff’s Service Award, settlement administration costs, and payment to the LWDA
6 for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the
7 Code of Civil Procedure and the California Rules of Court.

8 13. An implementation schedule is below:

Event	Date
Defendants to provide class list to Settlement Administrator no later than:	July 17, 2024
Settlement Administrator to mail Class Notice to Class Members no later than:	July 24, 2024
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement:	September 23, 2024
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court Days Prior To Final Fairness Hearing
Final Fairness Hearing:	January 8, 2025

16 14. Pending the Final Fairness Hearing, all deadlines, including discovery and class
17 certification deadlines, and proceedings in this action other than proceedings necessary to carry
18 out or enforce the terms and conditions of the Settlement and this Order, are stayed.

19 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
20 in connection with the administration of the Settlement which are not materially inconsistent with
21 either this Order or the terms of the Settlement.

22 **IT IS SO ORDERED.**

23 Dated: _____, 2024

24 _____
25 Judge of the Superior Court

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Jessica Uribe v. Auto Driveaway Franchise Systems, LLC
Santa Clara County Superior Court
Case No.: 23CV417146

To: All current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant (“Class Members”) at any time during the period of June 9, 2019 through January 11, 2024 (“Class Period”).

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Jessica Uribe v. Auto Driveaway Franchise Systems, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV417146 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Auto Driveaway Franchise Systems, LLC’s (“Defendant”) records show that you were employed by Defendant as a non-exempt employee at some point during the period of June 9, 2019 through January 11, 2024 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jessica Uribe (“Plaintiff”) brought this Action against Defendant seeking to assert claims on behalf of a proposed class of all current and former non-exempt employees of Auto Driveaway Franchise Systems, LLC who worked for Defendant at any time during the period of June 9, 2019 through January 11, 2024 (“Class Members”). Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

The Action alleges that Defendant: (i) failed to pay employees minimum wages; (ii) failed to pay employees all earned overtime; (iii) failed to provide all legally required meal and rest periods; (iv) failed to reimburse for necessary business expenses; (v) failed to provide accurate and itemized wage statements; (vi) failed to timely pay all wages due or final wages due upon separation of employment; and (vii) engaged in unlawful business practices as a result of the above-mentioned alleged violations. The Action further alleges that Defendant is also liable for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiff’s claims. In granting preliminary approval of the Settlement, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

Your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

<p>Attorneys for Plaintiff/Settlement Class:</p> <p>STANSBURY BROWN LAW, PC Daniel J. Brown, Esq. dbrown@stansburybrownlaw.com Jessica Flores, Esq. jflores@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com</p>	<p>Attorneys for Defendant Auto Driveaway Franchise Systems, LLC:</p> <p>GORDON REES SCULLY MANSUKHANI, LLP Marie Trimble Holvick, Esq. mholvick@grsm.com Helen Barefield, Esq. hbarefield@grsm.com 275 Battery Street, Suite 2000 San Francisco, CA 94111 (415) 986-5900 www.grsm.com</p>
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What are the terms of the Settlement?

Defendant has agreed to pay \$230,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Class Members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, and the Class Representative’s Service Award.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to thirty-three percent of the Maximum Settlement Amount, which is currently estimated at \$75,900.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$5,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Service Award. Class Counsel will ask the Court to award the Class Representative a Service Award in the amount of \$5,000.00 to compensate her for her service and extra work provided on behalf of the Class Members.

Payment to State of California. The Parties have agreed to allocate \$5,000.00 towards the Settlement of the PAGA claims in the Action. \$3,750.00 will be paid to the State of California Labor and Workforce Development Agency (“LWDA”), representing its 75% share of the PAGA civil penalties. The remaining \$1,250.00 will be allocated to Aggrieved Employees (i.e. Class Members who were non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant at any time during the period of June 9, 2022, through January 11, 2024 (the “PAGA Period”)) as part of the Net Settlement Fund described below.

Calculation of Class Members' Individual Participating Member Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the "Net Settlement Fund," which will be distributed to all Class Members who do not opt out of the settlement (collectively "Participating Class Members") (described below). The Net Settlement Fund is estimated at approximately \$119,360, and will be divided as follows:

- (i) \$1,250.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" and will be distributed to each Aggrieved Employee based on the proportionate number of PAGA Pay Periods (defined as any calendar pay period in which the Aggrieved Employee worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC based on Defendant's records) that he or she worked during the PAGA Period (during the period of June 9, 2022, through January 11, 2024). Class Members cannot opt out of the PAGA portion of the settlement, and will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.
- (ii) The remainder of the Net Settlement Fund will be distributed to each Participating Class Member based on the proportionate number of Class Workweeks (defined as any calendar week in which the Class Member worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC based on Defendant's records) that he or she worked during the Class Period (from June 9, 2019 through January 11, 2024).

Payment of the Settlement. If the Court grants final approval of the Settlement, individual Participating Member Payments will be mailed to all Class Members for their portion of the PAGA Amount regardless of whether they submit a request for exclusion. In addition, Participating Class Members will receive additional compensation as part of their individual Participating Member Payments comprised of their portion of the Net Settlement Fund as described above.

Allocation and Taxes. For tax purposes, each Participating Member Payment shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Class Members are responsible for the proper income tax treatment of the individual Participating Member Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Class Release. If the Court approves the Settlement, Participating Class Members on behalf of themselves and their respective past and present representatives will release Defendant Auto Driveaway Franchise Systems, LLC, and its respective past and present officers, directors, shareholders, and their attorneys and insurers (the "Released Parties") from all claims that were alleged based on the facts pled in the Action during the Class Period, including but not limited to: (a) failure to pay minimum wage; (b) failure to pay all overtime wages; (c) failure to reimburse for necessary business expenses; (d) failure to provide accurate, itemized wage statements; (e) waiting time penalties; (f) meal period violations; (g) rest period violations; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, et seq. premised on the claims pled based on the factual allegations in the Action that arose during the Class Period. This release extends to subsequent single plaintiff actions that seek recovery for claims regarding meal and/or rest breaks, time punches, wage statements, minimum wages, overtime wages, and/or business expenses, where future plaintiffs are members of this class and receive relief under this settlement.

PAGA Release. Plaintiff and all current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant ("Aggrieved Employees") at any time during the period of June 9, 2022, through January 11, 2024 (the "PAGA Period") on behalf of themselves and their respective past and present representatives, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action and/or the notice Plaintiff sent to the LWDA, Case No. LWDA-CM-960833-23 for alleged Labor Code violations that arose during the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Class Workweeks you worked during the Class Period, and the proportionate number of PAGA Pay Periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Participating Member Payment. Your award is based on the proportionate number of Class Workweeks you worked during the Class Period and the proportionate number of PAGA Pay Periods you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated individual Participating Member Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendant's records:

- (a) you worked for Defendant in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Class Workweeks between June 9, 2019 and January 11, 2024, for Defendant; and
- (c) you worked [REDACTED] PAGA Pay Periods between June 9, 2022 and January 11, 2024, for Defendant.

Based on the above, your individual Participating Member Payment is estimated at \$ [REDACTED]. The lowest Participating Member Payment to a Class Member is estimated at \$ [REDACTED]. The highest Participating Member Payment to a Class Member is estimated at \$ [REDACTED].

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by making a request for exclusion, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>. The request for exclusion must: (1) contain your name, address, telephone number; (2) contain a statement that you wish to be excluded from the class settlement; and (3) be signed by you and (4) be faxed or postmarked by the <<RESPONSE DEADLINE>> and mailed to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. If the request for exclusion fails to comply with items (1), (2), or (4) it will not be deemed a valid request for exclusion from this Settlement, except a request for exclusion not containing your telephone number will be deemed valid.

Send the request for exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely request for exclusion, shall, upon receipt by the Settlement Administrator, not be a Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are an Aggrieved Employee.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your full name, current address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<<FINAL APPROVAL HEARING DATE/TIME>>, in Department 19 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113-1090. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Service Award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<<SETTLEMENT ADMINISTRATOR URL>>. You can also telephone or send an email to Class Counsel using the contact information listed above, or consult the Superior Court website by going to <https://www.sccourt.org/> and looking up the case number (Case No. 23CV417146). You may also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113-1090, during regular court hours. The Settlement Agreement is attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a request for exclusion, a written objection, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On July 7, 2024 I served the document listed below on the parties in this action as follows:

- **REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

- (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address dbrown@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. *See* Cal. R. Ct. R. 2.260.
- 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 July 7, 2024 at Venice, California.



Daniel J. Brown

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SERVICE LIST

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