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CLERK OF THE COURT

BY: Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BORIS JAMES DAVISON, individually, and on behalf of all others similarly situated,
Plaintiffs,

v.

ACADEMY OF ART UNIVERSITY FOUNDATION, and DOES 1 through 10, inclusive,

Defendants.

JORGE TRELLES, on behalf of himself and all others similarly situated,

Plaintiffs,

VS.

STEPHENS INSTITUTE, a California Corporation, dba ACADEMY OF ART UNIVERSITY, and DOES 1-50, inclusive,

Defendants.

CONSOLIDATED

CASE NO. CGC-10-497727 CASE NO. CGC-11-509952; consolidated)

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Jorge Trelles's unopposed motion for preliminary approval of class action settlement came on for hearing on January 19, 2016. At the Court's request, further materials were submitted through April 24, 2017. Based on those papers and the arguments of counsel, the Court orders as follows:

1. The Motion for Preliminary Approval of Class Action Settlement is GRANTED pursuant to California Rule of Court 3.769.

CASE NO. CGC-10-497727

CASE NO. CGC-11-509952

ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

- 2. The Court finds on a preliminary basis that the settlement memorialized in the Joint Stipulation for Class Action Settlement and Release (the "Settlement") concurrently filed with the Court as Exhibit A to the 2nd Supplemental Declaration of Steven Tindall is fair, adequate, and reasonable, and the settlement amount falls within the "ballpark of reasonableness" as required by *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008), such that it meets the requirements for preliminary approval.
- 3. The Court provisionally certifies, for settlement purposes only, a Settlement Class defined as follows: All Part-Time Instructors who taught at least one live (in-person) or on-line class for Academy of Art University (AAU) at any time between April 6, 2007 through February 5, 2017.
 - 4. The Court appoints Plaintiff Jorge Trelles as the Class Representative.
- 5. The Court appoints Rukin Hyland LLP, Gibbs Law Group LLP, and Gallenberg PC, as Class Counsel.
 - 6. The Court appoints Dahl Administration as the Settlement Administrator.
- 7. The Court finds that the manner and content of the Notice of Class Action Settlement ("Notice"), attached as Exhibit A to the Settlement, and attached as Exhibit A here, provides the best practicable notice to the Class. The Notice is approved. The Court directs the Notice to be mailed by first class mail and via e-mail to the Settlement Class Members, as defined in the Settlement, in accordance with the schedule set forth below.
- 8. The parties must ensure the Administrator maintains a web site at least through the date of the final fairness hearing which makes available *all* papers (motions, orders, etc.) filed in connection with the motion for preliminary and final approval, and that the link to that site appears on the Notice in the footer (as shown in Ex. A). Papers filed in connection with final approval must appear on that website within 24 hours of filing.

9. The Court orders the following schedule of dates for the specified actions/further proceedings:

EVENT	TIMING
Deadline for AAU to provide to the Settlement Administrator the Class List, as defined in the Settlement Agreement	June 1, 2017
Deadline for the Settlement Administrator to mail Court-approved Notice to Settlement Class	June 16, 2017
Deadline for Class Members to submit requests for exclusion (opt-out) from the settlement to the Settlement Administrator or Class Counsel	August 15, 2017
Deadline for Class Members to submit written objections to the settlement	August 15, 2017
Deadline for Class Members to submit written objections to the Attorneys' Fees, Costs, Enhancement Award	
Deadline for Class Counsel to file Motion for Final Approval of Settlement and Request for Attorneys' Fees, Costs, and Enhancement Award.	September 5, 2017
Deadline for Class Counsel and Defense Counsel to submit responses to any timely submitted Class Member objection(s)	
Final settlement approval hearing	September 18, 2017 at 9:00 a.m.

The Court may continue or adjourn the final approval hearing without further notice to the Class Members.

Dated: May 2, 2017

Curtis E.A. Karnow Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR SAN FRANCISCO COUNTY

JORGE TRELLES v. STEPHENS INSTITUTE DBA ACADEMY OF ART UNIVERSITY
CASE NOS. CGC-10-497727; CGC-11-509952

NOTICE OF CLASS ACTION SETTLEMENT

A court approved this notice. This is not an advertisement or solicitation.

TO: All Part-Time Instructors who taught at least one live (in-person) or on-line class for Academy of Art University (AAU) at any time between April 6, 2007 through February 5, 2017.

THIS NOTICE is to inform you of a proposed Settlement of a class action lawsuit and a court hearing regarding that Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will hold a hearing on DATE to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment as part of this Settlement.

Plaintiff Jorge Trelles, a Part-Time Instructor, filed a lawsuit asserting causes of action for (1) breach of contract; (2) unpaid minimum wages; (3) waiting time penalties; (4) record-keeping violations; (5) unreimbursed expenses; and (6) unlawful business practices. The Court has provisionally certified the lawsuit as a class action for settlement purposes only, and you have been identified as a Class Member.

Under the terms of the proposed settlement, if the Court grants final approval to the Settlement, you are estimated to receive \$INSERT AMOUNT as your share of the Net Settlement Amount prior to the deduction of employer and employee payroll taxes. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on AAU's records that you taught a total of [__] class hours and that your most recent class rate is \$[__]. Your class rate can be found on your last wage statement. If you wish to dispute the total class hours or your most recent class rate, you must postmark your dispute in writing to [Settlement Administrator] not later than INSERT DEADLINE, indicate the information that you believe is correct, and submit any written documents that support your position.

Your legal rights may be affected whether you act or do not act. Your options are summarized in this Notice. To review the full Settlement Agreement and other related documents or for more information, visit [WEBSITE].

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	1973	Settlement. If you do nothing, and the Court grants final
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18 5 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13.45	approval to the settlement, you will receive a sum of money
1/2008/2005		**
	5.00	based on your number of class hours and your rate of pay, and
Frank British (1997) And The Co.	85 E	based on your number of class hours and your face of pay, and

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	you will give up your right to sue AAU on the Released Claims described in Section 8, below. You do not need to submit any
	form to receive a payment.
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will receive no benefits from it. If you make a valid and timely request to be excluded from the Settlement by postmarking a written, signed Request for Exclusion to the Settlement Administrator by the deadline of INSERT DEADLINE, you
	will not receive any settlement payment, and you will preserve all Released Claims described in Section 8 below, subject to applicable statute of limitations.
	If you stay in the settlement but object, you will remain a Settlement Class Member and receive a payment if the Settlement is approved. To object to the Settlement, you must postmark a written and signed objection to the Settlement
Овјест	Administrator or Class Counsel by INSERT DEADLINE. You will remain a Settlement Class Member, and if the Settlement
	is approved despite your objection, you will receive a payment and you will give up your right to sue on the Released Claims described in Section 8 below.

1. Why Did I Get This Notice?

The Court has approved this Notice to inform you of the settlement of the class action lawsuit entitled *Trelles v. Stephens Institute dba Academy of Art University*, San Francisco Superior Court, Case Nos. CGC-10-497727; CGC-11-509952 and to advise you of your rights under the Settlement. You have received this Notice because AAU's records indicate that you are a member of the Class. The Class is composed of all Part-Time Instructors who taught at least one live (that is, in-person) or on-line class for AAU at any time from April 6, 2007 through February 5, 2017.

2. What Is this All About?

Plaintiff Jorge Trelles, a Part-Time Instructor for AAU, filed this class action lawsuit on April 7, 2011 (the "Lawsuit"). The Lawsuit alleges that AAU failed to comply with certain California laws related to the payment of the minimum wage, the reimbursement of expenses that instructors incurred while teaching, the provision of accurate wage statements, and the requirement that AAU pay all wages due upon the end of instructors' employment with AAU. Plaintiff alleges that AAU failed to pay Part-Time Instructors for all hours worked, in violation of California law. AAU asserts that its class rate was intended to compensate Part-Time Instructors for all activities directly related to classroom

instruction and that it has therefore paid Part-Time Instructors all compensation due to them.

The Court has not ruled on the merits of any of the claims asserted in the Lawsuit. AAU continues to deny that it has done anything wrong or that it is liable for any of the claims made in the Lawsuit. The Settlement is not an admission that AAU did anything wrong. The Plaintiff and AAU agreed to this Settlement to avoid the uncertainty of the outcome of various possible motions, a trial, and any appeal, and the ongoing distraction, inconvenience, and expense of litigation. The Settlement provides the opportunity for Part-Time Instructors to receive payments in exchange for a termination of the Lawsuit and a release of claims against AAU.

The class action attorneys approved by the Court as counsel for the Part-Time Instructors ("Class Counsel") believe that the settlement is fair and reasonable. The Court has reviewed the Settlement Agreement and has preliminarily approved it as fair and reasonable and therefore has ordered the mailing of this Notice to Part-Time Instructors. On [DATE], the Court will review the Settlement Agreement again and will make a final determination of the fairness and reasonableness of the settlement before deciding whether to finally approve it.

3. How Much Is the Settlement; How Is It Calculated; and How Much is My Share?

AAU has agreed to pay \$3.095 million to settle the disputed claims in this Lawsuit. This amount will include all Settlement payments to Part-Time Instructors, as well as the administration costs of the Settlement (not to exceed \$25,000); attorneys' fees (in an amount to be approved by the Court but not to exceed 30% of the Gross Settlement Amount, or \$928,500); reasonable out-of-pocket costs of the Lawsuit (estimated to be approximately \$40,000); a \$75,000 payment to the California Labor and Workforce Development Agency in settlement of the Private Attorneys General Act claims asserted; and a service payment to the Plaintiff (not to exceed \$10,000).

Each Class Member's share of the Settlement will be calculated based on the number of class hours taught and the most recent "class rate" — which is the pay rate set forth on the most recent wage statement. In order to calculate each Class Member's share of the Settlement, the Settlement Administrator will create a fraction using each Class Member's total number of class hours taught by his/her last class rate divided by the sum of all Class Members' class hours by their last class rate. This fraction will then be multiplied by the Net Settlement Amount (NSA) to obtain the Class Member's share of the Settlement.

NSA

Class Member's Class Hours Taught x Most Recent Class Rate

Sum of All Class Members' Class Hours Taught x Most Recent Class Rate

Your estimated share of the Settlement Fund is stated on the first page of this Notice. This amount is an approximate minimum payment because it is based on the assumption that all Class Members will participate and cash checks. Settlement Class Members can cash their checks for 180 days, and if the total amount of Class Member settlement checks cashed within 180 days of mailing does not meet or exceed 95% of the Net Settlement Fund, then the total of the un-cashed Settlement payments shall revert to the Net Settlement Fund and shall be paid to the participating Settlement Class Members on a pro rata basis—in other words, in that instance, the participating Settlement Class Members will receive a second settlement payment equal to their share of the uncashed Settlement payments. The actual total dollar amount of your payment, therefore, will not be known until more than 180 days after the first round of settlement checks have been issued.

If the amount of the cashed checks meets or exceeds 95%, the remaining amount will be distributed to a *cy pres* beneficiary organization—that is, a charitable organization chosen, in light of (1) the nature of the lawsuit, (2) the objectives of the underlying claims. The Parties have selected Legal Aid at Work (formerly the Legal Aid Society—Employment Law Center) as their proposed *cy pres* organization for two main reasons. First, it is a non-profit entity that protects workers' rights—the goal of this class action. Second, like AAU and most class members, it is based in San Francisco, California. More information about this organization and the services it provides can be found at its website: https://legalaidatwork.org/. If this *cy pres* provision is triggered, it will be subject to Court approval. Should you wish to weigh in on the appropriate organization, you may postmark an objection by DEADLINE or be heard at the Final Approval Hearing.

4. What Are My Options?

You have the following options regarding your participation in the Lawsuit:

OPTION 1 (PARTICIPATE/DO NOTHING): If you want to receive your monetary share of the Settlement fund, you do not need to take any action. You will receive money and will give up certain claims as described in the release. If your address changes, be sure to let either Class Counsel (Contact Information in Section 10) or the Settlement Administrator (Contact Information in Section 7) know your updated contact information so that you may receive your settlement share.

<u>OPTION 2 (EXCLUDE YOURSELF/OPT-OUT):</u> If you do not wish to receive a Settlement payment and do not want to release your claims against AAU

in this case, you must ask to be excluded from the Settlement ("Opt-Out") by postmarking a request for exclusion by DATE as described in Section 7, below.

OPTION 3 (OBJECT): If you want to object to the Settlement, you must write to the Settlement Administrator or Class Counsel by DATE to express your objection, following the procedures described in Section 9, below. If the Settlement is approved despite your objection, you will remain a Class Member, receive a Settlement payment, and will release your claims against AAU in this case as described in Section 8.

5. What if I Think My Settlement Share Was Calculated Incorrectly?

The number of class hours and the class rate used to calculate your Settlement share are pre-printed on the enclosed Claim Form. That information was taken from AAU's records. If you dispute either or both of these numbers pre-printed on the Claim Form, you must write what you believe is the correct number of class hours and/or the correct class rate and, if possible, attach pay stubs or similar documents that verify the information you believe to be correct. Please be advised that AAU's personnel records are presumed to be accurate unless you prove otherwise. Note that you must postmark a written, signed dispute along with supporting documents to the Settlement Administrator at the address provided on this Notice by DEADLINE. Once your dispute is received, the Settlement Administrator shall report it to Class Counsel and Defendant's Counsel and shall be granted reasonable access to AAU's records related to the dispute. After consulting with both counsel and reviewing the dispute and AAU's records, the Settlement Administrator will make a final and non-appealable decision regarding the dispute.

6. Is My Settlement Payment Taxed?

A portion of your Settlement payment will be subject to required wage withholdings and deductions, and as a result, the amount that you receive may be less than the gross estimated amount listed above. One-third of this payment will be reported to relevant government entities as a wage payment, one-third of this payment will be reported to relevant government entities as penalties, and one-third of this payment will be reported to relevant government entities as interest. IRS Form W-2 and IRS Form 1099, as required, will be distributed to Part-Time Instructors who participate in the Settlement, reflecting the payments they receive under the Settlement. If you have any questions about the tax consequences of the payments you may receive under the Settlement, you should consult with your tax advisor.

7. How Do I Exclude Myself From the Lawsuit and Settlement if I Wish to Do So?

If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement—including any right to receive a Settlement payment. If you decide on this option, you may keep any rights you have, if any, against AAU and you may file your own suit against AAU based upon the same legal claims that are asserted in the Lawsuit, but you will need to find your own attorney at your own cost to represent you in that suit. If you are considering this option, you should consult an attorney immediately to determine the extent of your rights.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement must postmark a request for exclusion, postmarked no later than [60 days after notice date], to:

Settlement Administrator [ADDRESS]

This signed and dated statement must contain the following information: your full name; your current address; the last four digits of your social security number; and a statement that you do not wish to participate in the Settlement in *Trelles v. Academy of Art University*, San Francisco Superior Court, Case Nos. CGC-10-497727; CGC-11-509952). If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other individual settlement agreement regarding the claims released through the Released Claims.

8. What Claims Am I Releasing?

By participating in the Settlement, you will be releasing the claims that were pled or asserted or that could have been pled based on the factual allegations set forth in the most recent complaint in the Action for the Class Period. These claims include, but are not limited to, wage and hour claims arising under federal, California state, or California local law for breach of contract, failure to pay for all hours worked including minimum wage and overtime, failure to provide meal and rest breaks, record-keeping violations, failure to furnish accurate wage statements, unreimbursed expenses, waiting time penalties, unlawful business practices, and civil and statutory penalties, including those under the California Private Attorneys General Act.

The investigation by Class Counsel revealed that due to factors such as the nature of the work and work day, the length of the classes taught by Class Members, and the control over the scheduling of non-class work hours retained by Class Members, AAU's policies and practices did not result in numerous, persistent, or class-wide meal period or rest break violations. To the extent any such violations occurred, they were infrequent and affected few Class Members. Those individuals who believe they may have meal period or rest break claims and do not validly exclude themselves from the Settlement will receive a payment calculated as described in Section 3 above, but they will not receive a separate payment or an increased Settlement value due to such claims. If you have any questions regarding the scope of the release or your potential meal and rest break claims, you may contact Class Counsel.

THIS IS A SUMMARY DESCRIPTION ONLY. THE FULL RELEASE OF CLAIMS IS CONTAINED IN THE SETTLEMENT AGREEMENT, WHICH CAN BE VIEWED AT www.com. IF YOU HAVE QUESTIONS ABOUT THE RELEASE OF CLAIMS, YOU MAY CONTACT CLASS COUNSEL.

9. How Do I Object to the Settlement, Attorneys' Fees and Costs, or Enhancement Payments?

You may object to the terms of the Settlement before Final Approval. Objections may only be submitted by persons who have **not** excluded themselves from the Settlement. However, the only way to avoid being bound by the terms of the Settlement is to timely postmark a signed request for exclusion as described above. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing, as described below. You may also appear at the Final Approval Hearing, either in person or through your attorney, but you do not need to appear at the hearing to have your objection considered by the Court.

All written objections and supporting papers must (a) clearly identify the case name and number (Trelles v. Academy of Art University, San Francisco Superior Court, Case Nos. CGC-10-497727; CGC-11-509952), (b) be submitted to either Class Counsel (Contact Information in Section 10) or the Settlement Administrator (Contact Information in Section 7), and (c) be postmarked on or before INSERT DATE. You must not submit your objections directly to the Court. If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive a Settlement payment if the Settlement becomes final even if you object to the Settlement.

The Court has scheduled a Final Approval Hearing on	to listen to and
consider any concerns or objections from Part-Time Instructors rega	rding the fairness,
adequacy, and reasonableness of the terms of the Settlement Agreemen	t. That hearing will
take place on [INSERT DATE AND TIME] before the Honorable C	urtis Karnow, San
Francisco Superior Court, Complex Division, Department 304, 400 M	McAllister St., San
Francisco, California, 94102.	

If you have an objection to Class Counsel's motion for an award of attorneys' fees and out-of-pocket costs, and/or their request for an "enhancement award" to the Plaintiff, you must submit to the Settlement Administrator or Class Counsel a written statement of the grounds of your objection, signed by you or your attorney, along with any supporting papers that you wish the Court to consider. The written objection must be postmarked by DEADLINE. Should you wish to review the motion, it will be filed by _____ and will be available to view on the Settlement website, www._____.

10. Who Are the Attorneys for the Class Members?

If you participate in the Settlement, you will be represented by Class Counsel for purposes of the Settlement. If you prefer to be represented by your own lawyer, you may hire one at your own expense.

The Court has appointed the following attorneys as Class Counsel: Steven Tindall of the Gibbs Law Group LLP; Jessica Riggin of Rukin Hyland LLP; Rosa Gallenberg and Raymond Gallenberg of Gallenberg PC. Class Counsel can be reached as follows:

STEVEN TINDALL smt@classlawgroup.co m
GIBBS LAW GROUP LLP
505 14th Street, Suite
1110
Oakland, CA 94612
Tel: (510) 350-9700
Fax: (510) 350-9701
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ROSA VIGIL-GALLENBERG rosa@gallenberglaw.com RAYMOND GALLENBERG GALLENBERG PC 800 S. Victory Blvd, Suite 203
Burbank, CA 91502
Tel: (818) 237-5267
Fax: (818) 330-5266
Web: www.gallenberglaw.com

11. How Much Will Class Counsel Be Paid in Attorneys' Fees?

Class Counsel have been litigating this case since it was filed in April of 2011. Class
Counsel will ask the Court to award them attorneys' fees of up to thirty percent (30%) of
the Settlement Amount—that is, up to \$928,500—which will be paid out of the Settlement
Fund. You will not have to separately pay any portion of these fees yourself. As noted
above, Class Counsel's request for attorneys' fees and costs (which must be approved by
the Court) will be filed on and will be available to view on the Settlement website,
www.

12. What about Expenses?

Subject to the Court's approval, Class Counsel shall be reimbursed out of the Settlement Fund for the out-of-pocket costs that they have incurred throughout the Lawsuit in an amount not to exceed \$40,000. The costs of claims administration will also be deducted from the Settlement Fund, but it is estimated that this amount should not exceed \$25,000.

13. Will the Named Plaintiff Get Any Additional Money?

Class Counsel will ask the Court to award the Named Plaintiff, Jorge Trelles, an "enhancement award" of \$10,000 for the time that he spent, and the risk that he undertook, in bringing the Lawsuit, responding to written discovery requests and sitting for two days of depositions. This amount is also subject to Court approval. Whatever amount the Court approves, if any, will be deducted and paid from the Settlement Fund prior to distribution of the balance of the Settlement Fund to Part-Time Instructors participating in the Settlement.

14. What is the Payment to the LWDA?

On May 9, 2013, Plaintiff filed a first amended complaint to assert a claim for penalties pursuant to California's Private Attorneys General Act of 2004 ("PAGA") (Cal. Labor Code Section 2699 et seq.). PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Seventy five percent (75%) of all penalties recovered are distributed to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) are distributed to the aggrieved employees. Here, the parties, with Court approval, have assigned a value of \$100,000 to the PAGA claim, such that \$75,000 will be

distributed to the LWDA and \$25,000 (along with the remainder of the Net Settlement Amount) will be distributed to the Part-Time Instructors participating in the Settlement.

15. What protections do I have against retaliation for participating in this settlement?

The law and AAU's own policies protect you from any retaliatory action based upon your participation in this Settlement. You will not be retaliated against by AAU for choosing to participate (or not participate) in the Settlement.

16. Where can I get further information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section 7), for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the Settlement website www.____.com. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Section 10). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

This Notice is only a summary of the Lawsuit and the Settlement Agreement. The entire Settlement Agreement and other related documents are available for viewing at the Settlement website:

_______. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact Class Counsel.

The Court cannot respond to any questions regarding this Notice, the Lawsuit, or the proposed Settlement. Please do not contact the Court or its Clerk.

CERTIFICATE OF ELECTRONIC SERVICE (CCP 1010.6(6).& CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On MAY 2-2017, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

MAY 2 - 2017

T. Michael Yuen, Clerk

DANIAL LEMIRE, Deputy Clerk