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14 *Attorneys for Plaintiff*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 TEODULO GARCIA, individually, and on
18 behalf of all others similarly situated,

19 *Plaintiff,*

20 v.

21 JPI CONSTRUCTION, INC., a Delaware
22 corporation; KHANH TA, an individual; MIKE
23 TA, an individual; and DOES 1 through 10,
24 inclusive,

25 *Defendants.*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

01/21/2022 at 04:58:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

Case No. 37-2019-00051515-CU-OE-CTL

CLASS ACTION

*[Assigned for all purposes to the Honorable
Gregory W. Pollack, Dept. C-71]*

**AMENDED [~~PROPOSED~~] JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 21, 2022

Time: 9:30 a.m.

Dept: C-71

1 On September 10, 2021, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement.

3 After the Court granted preliminary approval of the Settlement Agreement, the office
4 of LILIA GARCIA-BROWER, the Chief of the Division of Labor Standards Enforcement
5 (hereafter “Labor Commissioner” and/or “LCO”), of Department of Industrial Relations (a
6 member of the LWDA of the State of California), informed the Parties of various concerns
7 regarding the Settlement Agreement’s scope of the Release, as set forth in Section VII,
8 paragraph A; and as interpreted by Section XVIII, paragraph B.

9 The LCO expressed concern that the Settlement Agreement could impede upon its
10 enforcement of Civil Wage and Penalty Assessment number 40-63691-716 (“CWPA”), which
11 the LCO issued against Defendant JPI Construction, Inc., as an alleged public works
12 subcontractor, regarding work it performed on an alleged public works project of the County
13 of Los Angeles, named the Neptune Marina Apartments (“Project”).

14 The CWPA alleges that Defendant JPI Construction, Inc. failed to pay prevailing
15 wages, including overtime, to all workers employed on the Project, failed to report all hours
16 worked, failed to report all workers on the project, failed to pay training fund contributions,
17 failed to timely submit Contract Award Information to apprenticeship committees, and failed
18 to employ apprentices in compliance with the minimum ratio obligation, all in alleged
19 violation of Labor Code sections 1771, 1774, 1815, 1776, 1777.5, 1777.5 9 (d), 1777.5 (e),
20 and California Code of Regulations, Title 8, Section 230; and therefor subject to penalties
21 under Labor Code sections 1775, 1813, and 1777.7; potential liquidated damages under Labor
22 Code 1742.1, and prejudgment interest on unpaid prevailing wage under Labor Code section
23 1741 (“Prevailing Wage Claims”). Defendants dispute the CWPA and deny the LCO’s
24 allegations.

25 The LCO served the CWPA upon Defendant JPI Construction, Inc. on November 13,
26 2019. The CWPA is under review before the Director of Industrial Relations in two matters.
27 One matter is entitled: “*In the Matter of the Request for Review by Johnson Moyer, Inc. and*
28 *JPI Construction, Inc.*,” Director’s case numbers 20-0031-PWH and 20-0032-PWH; and the

1 second matter is entitled: “Request for Coverage Determination” of “*Neptune Marina*
2 *Apartments Project, County of Los Angeles*”, Public Works Case Number 2020-011.

3 On December 30, 2021, all Parties in this matter entered into a stipulation to clarify
4 that the Class Action Settlement does not release Prevailing Wage Claims brought by the
5 LWDA against JPI Construction, Inc. The Parties' stipulation entitled "*Joint Stipulation to*
6 *Modify 'Stipulation For Settlement' to Carve Out LWDA Civil Wage and Penalty Claims From*
7 *Settlement and Release and Present To Court For Approval*" ("**Stipulation**"), which is
8 attached as Exhibit 1 hereto and is incorporated herein.

9 Plaintiff Teodulo Garcia now seeks an order granting final approval of the Stipulation
10 of Settlement ("Settlement"), attached to the Declaration of Justin F. Marquez in Support of
11 Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 2.

12 Due and adequate notice having been given to the Class, and the Court having
13 reviewed and considered the Settlement, Plaintiff's Notice of Motion and Motion for Final
14 Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all
15 papers filed and proceedings had herein, and the absence of any written objections received
16 regarding the proposed settlement, and having reviewed the record in this action, and good
17 cause appearing therefor,

18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

19 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
20 Settlement filed in this case but subject to the CWPA carve out provisions referenced in the
21 above Stipulation.

22 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
23 Settlement Class Members, and Defendants JPI Construction, Inc., Khanh Ta, and Mike Ta
24 (“Defendants”).

25 3. The Court finds that the Settlement appears to have been made and entered into in
26 good faith and hereby approves the settlement subject to the limitations on the requested fees and
27 enhancements as set forth below.

28

1 4. Plaintiff and all Settlement Class Members, (“Participating Class Members”), shall
2 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
3 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement
4 but subject to the CWPA carve out provisions referenced in the above Stipulation .

5 5. The LWDA, through the LCO, may continue to prosecute its CWPA pertaining
6 the work of JPI Construction, Inc. on the Neptune Marina Apartments to the extent that any
7 alleged Prevailing Wage Claims, as defined herein, are not within the class of claims released by
8 the Settlement Agreement under Section VII, paragraph B.

9 6. The stipulation filed by the Parties on December 30, 2021 constitutes a
10 clarification of the Settlement Agreement, at Section VII, paragraph A, regarding claims released
11 to exclude from the claims released by Named Plaintiff and all members of the Settlement Class,
12 any alleged Prevailing Wage Claims, as defined herein, brought by the LWDA only. All other
13 claims are released as defined in the Settlement Agreement, at Section VII, paragraph B, and no
14 other interpretation of the release language is allowed pursuant to Section XVIII, paragraph B,
15 regarding Interpretation of the Settlement Agreement and Section XVIII, Section I, regarding
16 Modification of the Settlement Agreement.

17 7. The Parties shall bear their own respective attorneys' fees and costs, except as
18 otherwise provided for in the Settlement and approved by the Court.

19 8. Solely for purposes of effectuating the settlement, the Court finally certified the
20 following Class: “All persons who worked for Defendants in California as an hourly-paid or
21 non-exempt employee during the Settlement Period.”

22 9. The Settlement Period means the period from September 27, 2015 through June
23 25, 2021.

24 10. No Class Members have objected to the terms of the Settlement.

25 11. The following Class Members have requested exclusion from the Settlement: Abel
26 Diaz, Abel Diaz, Abel Santiago, Alberto Alvarez, Alejandro Garcia Cruz, Alejandro Gomez,
27 Alfonso L Baltazar, Andres Guadarrama, Angel L Zurita, Anselmo Ascencio, Antonio Cesar
28 Espinoza Rodriguez, Antonio Diaz Palencia, Antonio Torres, Armando Aguilar, Armando

1 Bayardo Palafox, Armando Cazarez Gonzalez, Arturo Cortes Vasques, Arturo Gomez, Bacilio
2 Guevara Martinez, Benito Rodriguez, Brandon Alfredo Alvarez, Brandon Vasquez, Brian
3 Anguiano, Byron Morales, Carlos Alvarado, Carlos Fabian Gonzalez, Carlos Llamas Velez,
4 Carlos Loc, Carlos Navarrete, Casimiro Palmero-Bucio, Celedonio Diaz, Cesar Hernandez Tapia,
5 Christopher R Vazquez, Crispin Nava, Cristian Andres Ramos, Daniel Cruz, Daniel Cruz Cruz,
6 Danny Daniel Davila Duran, David Palacios Magana, David Puebla Salazar, David Puentes,
7 Diego Reza Garcia, Domingo Diaz Herrera, Douglas Melara, Ebenecer Acosta, Eddie Diaz,
8 Edgar Ivan Juarez Romero, Eduardo Gonzaga, Eduardo Rodriguez, Enrique Medina, Epifanio
9 Marquez, Esdras Josais Vargas Lopez, Eucebio Valladoses, Everardo Baltazar Gonzalez, Fausto
10 Zurita-Alarcon, Fernando Garcia Guzman, Fernando Mendoza Garcia, Francisco Ramirez,
11 Gabriel M Gomez, Gabriel Zurita Alarcon, Genaro Martinez, Gilberto Rangel, Gregorio Salinas,
12 Gregorio Zuniga Montero, Gustavo Angon Palma, Gustavo Arevalo, Gustavo Guerrero, Hector A
13 Sanchez, Hector Vasquez, Hilario Gutierrez Gutierrez, Hugo Gonzalez Pedroza, Hugo
14 Velasquez, Ignacio Rosas Gomez, Ignacio Rosas Rodriguez, Isaia Amaya, Israel Hernandez
15 Jimenez, Israel Zurita, J Guadalupe Diaz, Jaime Anguiano Jimenez, Jaime Monarrez, Jaime
16 Palmedo, Janneth Garcia, Javier Barojas-Huerta, Javier Benitez, Jesus Maciel Vazquez, Joel
17 Alvarado, Joel Gomez, Jonathan Martinez, Jose A Martinez, Jose A Pena, Jose Angel Ibarra, Jose
18 Antonio Rodriguez Rangel, Jose Banuelos, Jose Bedolla Garcia, Jose Cortes, Jose German
19 Rodriguez, Jose Manuel Gonzaga, Jose Moises Diaz Ponce, Jose Omar Anguiano Abrica, Jose
20 Reyes De Lira Delgado, Jose S Estevez Martinez, Jose Trinidad Sanchez, Josue Marroquin, Juan
21 A Portillo, Juan Antonio Lopez Regalo, Juan Carlos Sosa Velasquez, Juan Gonzalez, Juan Jose
22 Felix Del Villar, Juan Jose Garcia Gonzalez, Juan Sanchez Andrade, Juan Silva, Julio Cesar
23 Diaz, Kevin Guadalupe Galindo, Kevin Guevara, Kevin Smith Lopez, Luis A Gonzalez Lopez,
24 Luis Alonso Berrios, Luis E Garcia Romero, Luis Llamas Velez, Luis M Penalosa, Luis
25 Quintero, Manuel Navarro, Manuel Zurita Alarcon, Marco Antonio Rodriguez, Margarito Zurita,
26 Maria Ramirez, Mario Alfaro, Mario Bernal, Mario Quintero Gonzalez, Marizol Perez, Mauricio
27 Alberto Chavez, Miguel A Romualdo, Miguel Angel Lopez, Milton A Garcia, Misael Ramirez
28 Arcos, Nabor Perez Benitez, Noe A Cervantes, Noel Alvarado, Nohemi Villa, Omar Morales

1 Ontiveros, Omar Ponto, Oscar R Rojas, Osvaldo Torres Ordonez, Pablo Mendez, Rafael
2 Hernandez, Ramiro Palacios Magana, Ramiro Pierrott Palacios, Raquel Carillo, Raymundo
3 Rojas, Rene Morales Ontiveros, Ricardo Navarro Ramirez, Richard Filibert Najera, Roberto
4 Puebla, Rodolfo Llamas, Ronald A Alvarez Moreira, Ruben Diaz Palencia, Salim Salinas
5 Liceaga, Salome Chavez Cabral, Salvador Baltazar Gonzalez, Salvador Diaz, Salvador Ponto
6 Jimenez, Saul Pedrosa, Saul Ramos, Sergio Gonzalez, Sergio Vladimir Nerio Gomez, Serigio
7 Jesse Hernandez Quintero, Servando Ezequiel Soto Zavala, Servando Soto, Steve Orland
8 Aguirre, Ulysses Aaron Aguilar-Castaneda, Victor David Lopez Garcia, Victor Diaz, and Victor
9 Hernandez.

10 12. The Notice provided to the Class conforms with the requirements of California
11 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
12 circumstances, by providing individual notice to all Class Members who could be identified
13 through reasonable effort, and by providing due and adequate notice of the proceedings and of
14 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
15 due process.

16 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
17 methodology used to calculate and pay each Participating Class Member's Net Settlement
18 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Net
19 Settlement Payments to the Participating Class Members in accordance with the terms of the
20 Stipulation.

21 14. Defendant shall pay the total of \$1,000,000.00 to resolve this litigation. Within
22 one hundred and twenty (120) calendar days from the date of this Order, Defendant shall deposit
23 this amount and employer taxes into an interest-bearing trust account for the benefit of the
24 participating Class Members and Class Counsel, through the Settlement Administrator.
25 Thereafter, compensation to the Participating Class Members shall be disbursed pursuant to the
26 terms of the Settlement.

27 15. From the Settlement Amount, \$15,000.00 shall be paid to the California Labor and
28 Workforce Development Agency, representing 75% of the penalties awarded under the terms of

1 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
2 of 2004, California Labor Code section 2698, *et seq.*

3 16. From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff for
4 his service as a class representative and for his agreement to release claims.

5 17. From the Settlement Amount, \$30,000.00 shall be paid to the Settlement
6 Administrator, ILYM Group, Inc.

7 18. The Court hereby confirms Bobby Saadian, Justin F. Marquez, Nicol E. Hajjar,
8 and Rachel J. Vinson of Wilshire Law Firm, PLC as Class Counsel.

9 19. From the Settlement Amount, Class Counsel is awarded \$333,333.33 for their
10 reasonable attorneys' fees and \$26,605.94 for their reasonable costs incurred in the Action. The
11 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
12 that the fees are reasonable in light of the benefit provided to the Class.

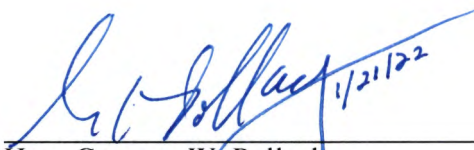
13 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
14 Members by posting a copy of the Final Approval Order and the Judgment on ILYM Group,
15 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final
16 Approval Order and Judgment.

17 21. Without affecting the finality of this Order in any way, this Court retains
18 continuing jurisdiction over the implementation, interpretation, and enforcement of the
19 Settlement with respect to all Parties to this action, and their counsel of record.

20 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
21 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

22 *23. Court schedules status conference for 1/13/23 @ 1:30 p.m.*
IT IS SO ORDERED.

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25 DATE:



Hon. Gregory W. Pollack
San Diego County Superior Court

Exhibit 1

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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/30/2021 at 12:18:00 PM
Clerk of the Superior Court
By Richard Day, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TEODULO GARCIA, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

JPI CONSTRUCTION, INC., a California corporation; KHANH TA, an individual; MIKE TA, an individual; and DOES 1 through 10, inclusive,

Defendant,

Case No. 37-2019-00051515-CU-OE-CTL

CLASS ACTION

[Assigned for all purposes to the Honorable Gregory W. Pollack, Dept. C-71]

**JOINT STIPULATION TO MODIFY
“STIPULATION FOR SETTLEMENT”
TO CARVE OUT LWDA CIVIL WAGE
AND PENALTY CLAIMS FROM
SETTLEMENT AND RELEASE AND
PRESENT TO COURT FOR
APPROVAL.**

DATE: January 21, 2022
TIME: 10:00 a.m.
DEPT.

This Stipulation is to clarify the terms of the “Settlement Agreement” before final approval by the Court, and is made between the Named Plaintiff, TEODULO GARCIA Plaintiff on his own behalf and on behalf of all members of the Settlement Class, as defined in the “Settlement Agreement”; and Defendants JPI CONSTRUCTION., INC., KHANH TA, and

1 MIKE TA ("Defendants" and with Plaintiff, the "Parties"), in the lawsuit entitled *Teodulo Garcia*
2 *v. JPI Construction, Inc., et al.*, filed in San Diego County Superior Court, Case No. 37-2019-
3 00051515-CU-OE-CTL, and which "Settlement Agreement" was granted preliminary approval
4 by the Court on September 10, 2021.

5 1. After the Court granted preliminary approval of the Settlement Agreement, the office of
6 LILIA GARCIA-BROWER, the Chief of the Division of Labor Standards Enforcement
7 (hereafter "Labor Commissioner" and/or "LCO"), of Department of Industrial Relations (a
8 member of the LWDA of the State of California), informed the Parties of various concerns
9 regarding the Settlement Agreement's scope of the Release, as set forth in Section VII, paragraph
10 A; and as interpreted by Section XVIII, paragraph B.

11 2. The LCO expressed concern that the Settlement Agreement could impede upon its
12 enforcement of Civil Wage and Penalty Assessment number 40-63691-716 ("CWPA"), which
13 the LCO issued against Defendant JPI Construction, Inc., as an alleged public works
14 subcontractor, regarding work it performed on an alleged public works project of the County of
15 Los Angeles, named the Neptune Marina Apartments ("Project").

16 3. The CWPA alleges that Defendant JPI Construction, Inc. failed to pay prevailing wages,
17 including overtime, to all workers employed on the Project, failed to report all hours worked,
18 failed to report all workers on the project, failed to pay training fund contributions, failed to
19 timely submit Contract Award Information to apprenticeship committees, and failed to employ
20 apprentices in compliance with the minimum ratio obligation, all in alleged violation of Labor
21 Code sections 1771, 1774, 1815, 1776, 1777.5, 1777.5 9 (d), 1777.5 (e), and California Code of
22 Regulations, Title 8, Section 230; and therefor subject to penalties under Labor Code sections
23 1775, 1813, and 1777.7; potential liquidated damages under Labor Code 1742.1, and
24 prejudgment interest on unpaid prevailing wage under Labor Code section 1741 ("Prevailing
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1 Wage Claims”). Defendants dispute the CWPA and deny the LCO’s allegations.

2 4. The LCO served the CWPA upon Defendant JPI Construction, Inc. on November 13,
3 2019. The CWPA is under review before the Director of Industrial Relations in two matters.
4 One matter is entitled: “*In the Matter of the Request for Review by Johnson Moyer, Inc. and JPI*
5 *Construction, Inc.*,” Director’s case numbers 20-0031-PWH and 20-0032-PWH; and the second
6 matter is entitled: “Request for Coverage Determination” of “*Neptune Marina Apartments*
7 *Project, County of Los Angeles*”, Public Works Case Number 2020-011.

8 5. The Parties agree that the LWDA, through the LCO, may continue to prosecute its
9 CWPA pertaining the work of JPI Construction, Inc. on the Neptune Marina Apartments to the
10 extent that any alleged Prevailing Wage Claims, as defined herein, are *not* within the class of
11 claims released by the Settlement Agreement under Section VII, paragraph B.
12

13 6. The Parties also agree and acknowledge this Stipulation constitutes a clarification of the
14 Settlement Agreement, at Section VII, paragraph A, regarding claims released to exclude from
15 the claims released by Named Plaintiff and all members of the Settlement Class, any alleged
16 Prevailing Wage Claims, as defined herein, brought by the LWDA only. All other claims are
17 released as defined in the Settlement Agreement, at Section VII, paragraph B, and no other
18 interpretation of the release language is allowed pursuant to Section XVIII, paragraph B,
19 regarding Interpretation of the Settlement Agreement and Section XVIII, Section I, regarding
20 Modification of the Settlement Agreement.
21

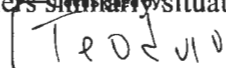
22 7. The Parties jointly submit this Stipulation to the Court and jointly request the Court to
23 acknowledge this clarification before final approval and include its interpretation as part of the
24 final judgment.
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APPROVED AS TO FORM AND CONTENT:

Date: 12/28/2021, 2021

TEODULO GARCIA, on behalf of himself and all others similarly situated


BEC3FC51CDB5442...

Date: _____, 2021

JPI CONSTRUCTION, INC.

By:
Name: Khanh Ta
Position: Vice-President
For JPI CONSTRUCTION INC., *Defendant*

Date: _____, 2021

KHANH TA.

By:
KHANH TA, *Defendant*

Date: _____, 2021

MIKE TA

By:
MIKE TA, *Defendant*

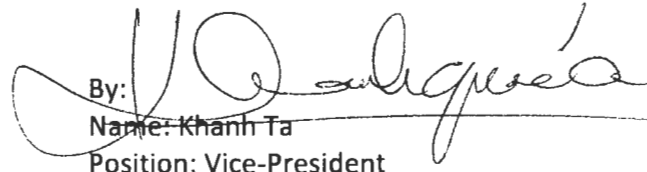
1 APPROVED AS TO FORM AND CONTENT:
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4 Date: _____, 2021

TEODULO GARCIA, on behalf of himself and
all others similarly situated

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7 Date: December 28, 2021

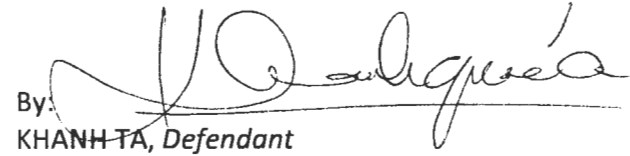
JPI CONSTRUCTION, INC.

8
9 By: 

Name: Khanh Ta
Position: Vice-President
For JPI CONSTRUCTION INC., *Defendant*

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11
12 Date: December 28, 2021

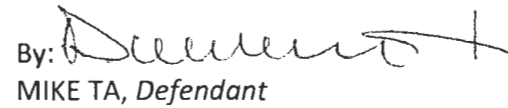
KHANH TA.

13
14 By: 

KHANH TA, *Defendant*

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16 Date: December 28, 2021

MIKE TA

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18 By: 


MIKE TA, *Defendant*
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APPROVED AS TO FORM:

Date: December 28, 2021

WILSHIRE LAW FIRM

By: 
Justin F. Marquez, Esq.
Nicol E. Hajjar, Esq.
Benjamin H. Haber, Esq.
Rachel J. Vinson, Esq.
Attorneys for Plaintiff

Date: _____, 2021

FISHER & PHILLIPS LLP

By:
Brendan Y. Joy, Esq.
Joel Moon, Esq.
Attorneys for Defendants

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APPROVED AS TO FORM:


Date: _____, 2021

WILSHIRE LAW FIRM

By:
Justin F. Marquez, Esq.
Nicol E. Hajjar, Esq.
Benjamin H. Haber, Esq.
Rachel J. Vinson, Esq.
Attorneys for Plaintiff

Date: 12/29, 2021

FISHER & PHILLIPS LLP


By:
Brendan Y. Joy, Esq.
Joel Moon, Esq.
Attorneys for Defendants

PROOF OF SERVICE

Garcia v. JPI Construction, Inc., et al.
37-2019-00051515-CU-OE-CTL

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

I, Min Jee Kim, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com. On **January 14, 2022**, I served the foregoing document described as:

AMENDED [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

BY UPLOAD: I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Brendan Y. Joy, Esq.
bjoy@fisherphillips.com
Joel Moon, Esq.
jmoon@fisherphillips.com
FISHER & PHILLIPS, LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant JPI Construction, Inc., Khanh Ta, Mike Ta

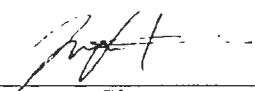
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Sotivear Sim, Esq.
ssim@dir.ca.gov
STATE OF CALIFORNIA, DEPT. OF INDUSTRIAL RELATIONS
320 W. Fourth St., Suite 600
Los Angeles, CA 90013
Telephone No. (213) 500-3730

*Attorneys for Prospective Intervenor
State of California, Department of
Industrial Relations
Division of Labor Standards
Enforcement*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **January 14, 2022**, at Los Angeles, California.

Min Jee Kim
Type or Print Name


Signature