

FILED
Superior Court of California
County of Los Angeles

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF
ACTION SETTLEMENT

FEB 09 2023

David W. Stayton, Executive Officer/Clerk of Court
By: R. Arraiga, Deputy

Abundis v. Image 2000, et al., Case No.: 21STCV19193

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$475,000.
B. The Net Settlement Amount ("Net") is the GSA minus the following:

\$158,333.33 (1/3) for attorney fees to Class Counsel (Fee Split: 50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC);

\$9,421.84 in attorney costs to Class Counsel;
\$5,000 for an enhancement award to the class representative, Sergio Abundis;
\$8,500 for claims administration costs to ILYM Group, Inc.;
\$5,000 (75% of \$15,000 PAGA penalty) payable to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

By **March 9, 2023**, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out;

b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org; and

c. give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

Court sets Non-Appearence Case Review for March 16, 2023, 8:30 a.m., Department 9.

By February 13, 2024, Class Counsel must file a Final Report re: Distribution of the settlement funds.

Court sets Non-Appearence Case Review for February 20, 2024, 8:30 AM, Department 9.

I.
INTRODUCTION

A. Background

On May 20, 2021, Plaintiff filed a class action complaint for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code sections 510 et seq.; (4) failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512; (5) failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512; (6) failure to reimburse employees for required business expenses in violation of California Labor Code section 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2; (8) failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (9) unpaid sick pay and failure to provide paid sick leave balance in violation of California Labor Code section 246; (10) retaliation in violation of California Labor Code section 1102.5; (11) wrongful termination in violation of public policy; and (12) violations of the Private Attorneys General Act ("PAGA").

Counsel represents that in October 2020, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to his employment for Defendant, including portions of Defendant's handbooks, compensation policies and time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records, performance reviews, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several weeks later, Class Counsel filed this class action.

Prior to serving any written discovery, the Parties agreed to mediate the action. To prepare for mediation, Class Counsel requested several documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response, Defendant produced the time and payroll records for approximately 20% of the Settlement Class members, aggregate workweek and pay period data for 100% of the Settlement Class, and copies of applicable handbooks containing, inter alia, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced approximately 265 pages containing nearly 41,000 unique cells of time and payroll data for Class Counsel to analyze.

Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG"), to evaluate the Settlement Class Members' payroll and time data, and from that counsel created a damages model that guided counsel during mediated settlement discussions.

On November 19, 2021, the Parties conducted a full day of mediation with Brian C. Walsh. At the conclusion of the mediation, Judge Walsh issued a proposal for settlement that the Parties accepted. The complete and final terms of the Parties' settlement were set forth in the Settlement Agreement, a fully executed copy of which was attached to the Declaration of Jean-Claude Lapuyade ("Lapuyade Decl.") as Exhibit 1.

On March 3, 2022, the Court issued a checklist of items for counsel to address. In response on May 13, 2022, counsel filed an Amended Settlement Agreement, a fully executed copy of which is attached to the amended Supplemental Declaration of Jean-Claude Lapuyade ("Lapuyade Supp. Decl.") as Exhibit A.

On June 1, 2022, the Court issued another checklist of items for counsel to address. In response, on July 27, 2022,

counsel filed a Second Amended Settlement Agreement, a fully executed copy of which is attached to the Supplemental Declaration of Shani O. Zakay ("Zakay Supp. Decl.") as Exhibit A.

On August 17, 2022, the court granted preliminary approval of the settlement agreement.

The Parties now move for final approval of the proposed class action settlement.

B. Definitions

"Class Members" or the "Class": all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period. (Amended Settlement Agreement, ¶I.G.)

Class Period": May 20, 2017 to January 21, 2022. (¶I.H.)

"Aggrieved Employees": all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period. (¶I.B.)

"PAGA Period": February 8, 2020 to January 21, 2022. (¶I.T.)

The total Applicable Workweeks worked during the Class Period is 19,742.57. (Nava Decl., ¶13.)

The Parties stipulate to class certification for settlement purposes only. (¶III.F.)

C. Terms of Settlement Agreement

The essential terms are:

- The Total Settlement Amount is \$475,000, non-reversionary. (¶III.A.1.)
- The Net Settlement Amount (\$266,666.67) is the Total Settlement Amount minus the following:
 - o Up to \$158,333.33 (1/3) for attorney fees (¶III.L.10);
- Fee Split: Class Counsel's award for attorneys' fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC). (¶I.E.)
 - o Up to \$20,000 for litigation costs (Ibid.)
 - o Up to \$5,000 for a service awards (¶III.L.9);
 - o Up to \$20,000 for class administration (¶III.L.12); and

- o \$5,000 (75% of \$15,000 PAGA penalty) to the LWDA (§III.L.11).
- All Employer Taxes shall be paid by Defendants separate and apart from the above Total Settlement Amount. (§III.A.4.)
- There is no claims process. (§III.L.1.)
- Individual Settlement Payments: Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios. (§III.L.1.)
- o Individual Payments to the Aggrieved Employees: Using the Class Data, the Settlement Administrator shall add up the total number of pay periods for all Aggrieved Employees during the PAGA Period. The respective pay periods for each Aggrieved Employee will be divided by the total pay periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Settlement. (§III.L.2.)
- o Tax Allocation: 33% wages and 67% as interest and penalties. The PAGA Payments shall be 100% penalties. (§§III.L.3-4.)
- "Response Deadline" means the date 45 days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. (§I.CC.) The Response Deadline also applies to workweek disputes. (§III.K.5.) Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended 15 days from the original Response Deadline. (§III.K.4.)
- o Defendant has the unilateral right to revoke the Settlement if the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least 10% of all Settlement Class Members. (§III.N.)

- **Uncashed Checks:** Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for 180 days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property Division in the name of the absent employee. (§III.L.8.)
- The claims administrator will be ILYM Group, Inc. (§I.EE.)
- The LWDA was provided notice of the Settlement on February 7, 2022. (Lapuyade Decl. ISO Preliminary Approval, Exh. 2.)
- Scope of the Release:
 - Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. (§III.B.)
 - "Released Class Claims" means any and all claims asserted in the operative class complaint and all claims that could have been asserted in the operative complaint based on the same operative facts alleged in the operative complaint, including state wage and hour claims for any and all violation of California's Labor code and Unfair Competition law based on Defendant's failure to pay all wages due (including minimum wages, straight time wages, and overtime wages), failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to provide accurate and itemized wage statements, failure to timely pay all wages due at the time of termination, failure to reimburse employees for all business-related expenses, violations of the Business and Professions Code section 17200 predicated on the Labor Code violations alleged in the operative complaint, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period. (§I.Z.)
 - Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement,

the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the PAGA Release Claims. (§III.C.)

▪ "Released PAGA Claims" means any and all claims for PAGA penalties alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period. (§I.AA.)

o "Released Parties" shall mean Defendant. (§I.BB.)

o The Class Representative will also provide a general release and CC 1542 waiver. (§III.EE.)

II. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On November 19, 2021, the Parties conducted a full day of mediation with Brian C. Walsh. At the conclusion of the mediation, Judge Walsh issued a proposal for settlement that the Parties accepted. (Lapuyade Decl. ISO Preliminary Approval, ¶21).

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that in October 2020, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to his employment for Defendant, including portions of Defendant's handbooks, compensation policies and time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry. (Id. at ¶14.)

Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records, performance reviews, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant failed to, among

other things, provide compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several weeks later, Class Counsel filed this class action. (Id. at ¶15.) Prior to serving any written discovery, the Parties agreed to mediate the action. To prepare for mediation, Class Counsel requested several documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response, Defendant produced the time and payroll records for approximately 20% of the Settlement Class members, aggregate workweek and pay period data for 100% of the Settlement Class, and copies of applicable handbooks containing, inter alia, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced approximately 265 pages containing nearly 41,000 unique cells of time and payroll data for Class Counsel to analyze. (Id. at ¶16.) Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG"), to evaluate the Settlement Class Members' payroll and time data, and from that counsel created a damages model that guided counsel during mediated settlement discussions. (Id. at ¶¶17-19.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶52-60; Declaration of Shani O. Zakay ("Zakay Decl.") ISO Preliminary Approval, ¶3, Exh. A.)

4. What percentage of the class has objected? No objectors. (Nava Decl., ¶11.)

The Court concludes that the settlement is presumptively fair.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.) Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

CLAIM	MAXIMUM EXPOSURE
Unpaid Wages - Rounding	\$22,368
Meal Periods	\$501,120
Rest Periods	\$1,191,652
Wage Statement Violations	\$0

Waiting Time Penalties	\$0
Reimbursement of Expenses	\$110,792
PAGA	\$3,252,000
TOTAL	\$5,077,932

(Lapuyade Decl. ISO Preliminary Approval, ¶26-36.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$475,000 non-reversionary settlement which is approximately 9% of the maximum estimated exposure in this matter, which is within the "ballpark of reasonableness."

The Participating Class Members will receive an estimated average gross payment of \$1,426.42, with the estimated highest gross payment being \$3,318.89, and the estimated lowest gross payment being \$5.71 (Nava Decl., ¶13.) Further, Participating Aggrieved Employees will receive an estimated average gross payment of \$46.30, with the estimated highest gross payment being \$66.39 and the estimated lowest gross payment being \$1.77. (Ibid.)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of Class Members: 188 (Nava Decl., ¶5.)
Number of notice packets mailed: 1880 (Id. at ¶7.)
Number of undeliverable notices: 0 (Id. at ¶¶8-9.)
Number of opt-outs: 0 (Id. at ¶10.)
Number of objections: 0 (Id. at ¶11.)
Number of participating class members: 188 (Id. at ¶12.)
Average individual payment: \$1,426.42 (Id. at ¶13.)
Highest estimated payment: \$3,318.89 (Ibid.)
Lowest estimated payment: \$5.71 (Ibid.)
Average individual PAGA payment: \$46.30 (Ibid.)
Highest estimated PAGA payment: \$66.39 (Ibid.)
Lowest estimated PAGA payment: \$1.77 (Ibid.)

The Court concludes that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel, JCL Law Firm, APC and Zakay Law Group, APLC, request \$158,333.33 (33%) in fees and litigation costs and expenses in the amount of \$9,421.84. (Motion ISO Fees, 4:27-28, 13:24-28.)¹ The Settlement provides for attorney's fees up to \$158,333.33 and costs of \$20,000 (Settlement Agreement, ¶III.L.10); the class was provided notice of the requested awards and none objected. (Nava Decl., ¶11 and Exhibit A thereto.)

Class Counsel's award for attorneys' fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC). (¶I.E.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Fees, pgs. 6-13.)

¹ Throughout the motion for fees and Mr. Lapuyade's Declaration there is an erroneous reference to attorney's fees of \$178,333.33, which seems to be a typo based on the surrounding information/requests.

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 33% of the gross settlement amount, which is the average generally awarded in class actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated.

BILLER	RATE	HOURS	TOTAL
Lapuyade	\$150 - \$550	153.5	\$71,150
Zakay	\$165-\$500	119.0	\$59,325
TOTAL		272.5	\$130,475

(Zakay Decl. ISO Fees, ¶4-5 and Exhibit 2 thereto; Lapuyade Decl. ISO Fees, ¶¶8-10, 13 and Exhibit 4 thereto).

Therefore, counsel represents they had over 272.5 combined hours of work, for a \$130,475 lodestar, which would require a multiplier of 1.21 to yield the requested fee amount. (Ibid.)

As for costs, class counsel has incurred costs of \$9,421.84. (Zakay Decl. ISO Fees, ¶7 and Exhibit 3 thereto; Lapuyade Decl. ISO Fees, ¶5 and Exhibit 4 thereto.) Class Counsel is requesting \$9,421.84 in costs which is less than the settlement cap of \$20,000. (Ibid.) The costs in this case include, but are not limited to, filing fees (\$1,692.65), mediation (\$4,450), and expert fees (\$1,537.50). (Ibid.) The costs seem reasonable and necessary to litigation.

Based on the above, the court awards \$158,333.33 for fees and \$9,421.84 for litigation costs.

D. Claims Administration Costs

The claims administrator, ILYM Group, Inc., is requesting \$8,500 for the costs of settlement administration. (Nava Decl., ¶14.) This less than the estimated cost of \$20,000 provided for in the Settlement Agreement (¶III.L.12), and disclosed to class members in the Notice, to which there were no objections. (Nava Decl., ¶11 and Exhibit A thereto.)

The court awards costs in the requested amount of \$8,500.

E. Incentive Award to Class Representative

The settlement agreement provides for up to \$5,000 for a service award to the class representative, Sergio Abundis. (Settlement Agreement, ¶III.L,9.)

In connection with the final fairness hearing, the named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit'" (Id. at 806-807, italics and ellipsis in original.)

Plaintiff Abundis's contributions to this litigation include, and are not limited to spending 15 hours on the following: gathering documents, having numerous conversations with counsel, being telephonically available for mediation, and reviewing the settlement. (Abundis Decl., ¶¶10-12.)

Based on the above, the court awards an enhancement award in the requested amount of \$5,000.

III.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$475,000.

B. The Net Settlement Amount ("Net") is the GSA minus the following:

\$158,333.33 (1/3) for attorney fees to Class Counsel
(Fee Split: 50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC);

\$9,421.84 in attorney costs to Class Counsel;

\$5,000 for an enhancement award to the class
representative, Sergio Abundis;

\$8,500 for claims administration costs to ILYM Group,
Inc.;

\$5,000 (75% of \$15,000 PAGA penalty) payable to the
LWDA.

C. Employer share of the payroll taxes on the taxable
portion of the settlement payments shall be paid separately from
the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described
herein.

3) By March 9, 2023, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this
ruling containing among other things, the class definition, full
release language, and names of the any class members who opted
out;

b. email the [Proposed] Judgment in Word format to Dept.
9 staff at sscdept9@lacourt.org; and

c. give notice to the class members pursuant to
California Rules of Court, rule 3.771(b) and to the LWDA, if
applicable, pursuant to Labor Code §2699 (1)(3).

4) Court sets Non-Appearance Case Review for March 16,
2023, 8:30 a.m., Department 9.

5) By February 13, 2024, Class Counsel must file a Final
Report re: Distribution of the settlement funds.

6) Court sets Non-Appearance Case Review for February 20,
2024, 8:30 AM, Department 9.

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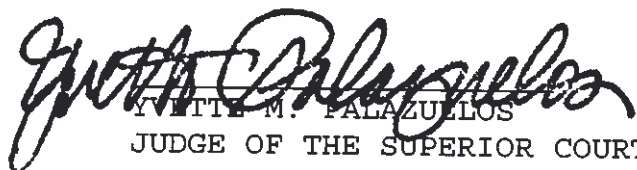
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CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE
NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: February 9, 2023


YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT