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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AMADU KAMARA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CRESTWOOD BEHAVIORAL HEALTH, INC.,
a Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 34-2020-00272635

[Assigned to Hon. David De Alba, Dept. 41]

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO APPROVE
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE
SECTION 2698 ET SEQ.**

Date: August 6, 2020

Time: 1:30 p.m.

Dept.: 53

Reservation No.: 2513497

*Declaration of Kane Moon, Declaration of
Mehrdad Bokhour, and Proposed Order and
Judgment filed concurrently herewith*

1 **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on August 6, 2020 at 1:30 p.m., in Department 53 of this
3 Court located at 813 6th Street Sacramento, CA 95814, Plaintiffs Amadu Kamara and Sherri
4 Anne Troutner will move the Court, pursuant to California Labor Code section 2698 *et seq*, for
5 an Order:

- 6 1. Approving the settlement of this representative action in the form agreed to be the
7 parties in the Settlement Agreement and Release of PAGA Claims;
8 2. Approving Plaintiffs' Counsels' application for attorneys' fees and litigation costs;
9 3. Entire judgment approving the Settlement Agreement and Release of PAGA Claims;
10 4. Approving payment of \$5,000 to each named plaintiff for their release of all claims
11 against Defendant.

12 The motion will be based upon this notice, the attached memorandum of points and
13 authorities, the Declarations of Kane Moon filed concurrently herewith, the records and files in
14 this action, and any other further evidence or argument that the Court may properly receive at or
15 before the hearing.

16 **Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits**
17 **of this matter by 2:00 p.m., the court day before the hearing. The complete text of the**
18 **tentative rulings for the department may be downloaded from the Court's public access**
19 **site. If you do not have online access, you may call the dedicated phone number for the**
20 **department as referenced in the local telephone directory, between the hours of 2:00 p.m.**
21 **and 4:00 p.m. on the court day before the hearing and listen to the tentative ruling. If you**
22 **do not call the court and the opposing party by 4:00 p.m. the court day before the hearing,**
23 **no hearing will be held.**

24 Dated: July 15, 2020

Respectfully submitted,
MOON & YANG, APC

25
26 By: _____

Kane Moon
Allen Feghali
Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Amadu Kamara and Sherri Anne Troutner (“Plaintiffs”) seek approval of a
4 proposed non-reversionary \$585,000.00 settlement of PAGA claims they have asserted against
5 Crestwood Behavioral Health, Inc. (“Defendant”, Plaintiffs and Defendant are the “Parties”) in
6 this action. After a full day of mediation with experienced neutral, Hon. Steven Vartabedian
7 (Ret.), the Parties accepted a mediator’s proposal and thereafter entered into a long-form
8 settlement. (A true and correct copy of the settlement [“Settlement”] is attached as Exhibit A to
9 declaration of Kane Moon [“Moon Decl.”].) Plaintiffs now seek an order approving the
10 Settlement under Labor Code § 2698 *et seq.*

11 The proposed Settlement resolves the PAGA claim alleged in this action which was
12 based on Defendant’s alleged failure to pay all wages owed including overtime, failure to
13 provide meal and rest breaks, failure to pay all wages owed at the time of termination, and failure
14 to provide accurate wage statements. The Settlement resolves the above claim on behalf of all
15 persons who were employed by Defendant as non-exempt employees in California from
16 September 13, 2018, through April 22, 2020 (“Aggrieved Employees”).

17 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA
18 statute, which states that the “court shall review and approve any penalties sought as part of a
19 proposed settlement agreement pursuant to this part.” (Labor Code § 2699(1)). In deciding
20 whether to grant approval of the proposed Settlement, the primary issues to be decided is whether
21 the Settlement is fair, adequate, and reasonable. Specifically, the issues are whether the PAGA
22 penalties to which the parties have agreed provide “genuine and meaningful” relief, “consistent
23 with the underlying purpose of the statute to benefit the public” and whether the penalties are
24 reasonable in light of the potential verdict value in this case. (*Villalobos v. Calandri Sunrise*
25 *Farm LP* (C.D. Cal., July 22, 2015, No. CY 1226 15PSGJEMX) 2015 12732709, at 5; *see also*
26 *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.

27 As set forth herein, the proposed Settlement embodies all of the features of a settlement
28 that is fair, adequate and reasonable, as it is the product of an (1) arms-length negotiation, (2)

1 negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking
2 sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim,
3 and (4) it reflects a reasoned compromise based directly on the relative strength and value of the
4 PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation.

5 The value achieved by the Settlement may be gleaned from the fact that the LWDA and
6 the Aggrieved Employees will receive no less than \$319,917.71 under the terms of the
7 Settlement, which, pursuant to the operative statute, shall be allocated “75% to the Labor and
8 Workforce Development Agency ... and 25% to the aggrieved employees.” (Cal. Lab. Code §
9 2699(i)). This is a significant recovery, not only because further litigation may have resulted in a
10 net-zero recovery based on the defenses asserted by Defendant, but because the amount secured
11 by Plaintiffs is exponentially more than other PAGA penalty awards approved as reasonable in
12 these types of cases. For these reasons, as set forth more fully herein, Plaintiffs respectfully
13 request that this Court enter the proposed order and judgment submitted herewith.

14 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

15 **A. Plaintiffs’ Claims**

16 Defendant is mental healthcare provider. (Moon Decl. ¶ 2.) Plaintiffs and the Aggrieved
17 employees were employed by Defendant and assigned to various departments within its
18 healthcare facilities. (*Id.*) The period covered by the proposed release is September 13, 2018,
19 through April 22, 2020, and it is estimated that during that period there were approximately
20 4,000 aggrieved employees who worked 97,500 pay periods. (*Id.*)

21 For their part, Plaintiffs alleged that they were not paid all wages owed, did not receive all
22 meal and rest breaks, did not receive all wages owed at the time of termination, and did not
23 receive accurate itemized wage statements. (*Id.* at ¶ 3.) Prior to mediation, Defendant produced
24 sample records, which Plaintiffs had analyzed by an expert. The analysis revealed that there were
25 certain violations on the face of the documents. For example, there was a rounding practice
26 which resulted in underpayment in 49.9% of all shifts, while there was an overpayment in 41.8%
27 of all shifts. Moreover, the records evidenced that a unique meal period violation occurred in
28 15.9% of all shifts. Plaintiffs’ rest break claim was based on an allegation that Defendant

1 maintained practices which made it difficult to take timely and duty free rest breaks. (*Id.*) In
2 shorty, the violations that Plaintiffs could potentially prove on the face of the documents were
3 very limited.

4 Defendant strenuously denies Plaintiffs' allegations. Defendant maintained that its
5 rounding practices were neutral on their face, and neutral as applied. As set forth above, this
6 defense was supported by the documents. Defendant also argued that employees were provided
7 with the opportunity to take code-compliant meal and rest breaks. Defendant also argued that
8 Plaintiffs' claims were not susceptible to proof on a representative basis because of the varying
9 nature of each Aggrieved Employees' experience. As a result of the foregoing, Defendant argued
10 that this matter was not manageable. (*Id.* at ¶ 4.)

11 **B. Plaintiffs' Counsel's Investigation**

12 Prior to mediation, the Parties engaged in informal discovery, including an exchange of
13 sample data and demographic information which allowed the Parties to meaningfully mediate
14 this matter. (*Id.* at ¶ 5.) Specifically, prior to mediation, Defendant provided the arbitration
15 agreement entered into by Plaintiffs which was representative of that entered into with the
16 Aggrieved Employees, and time and payroll records for a sample of employees. (*Id.*) Defendant
17 provided the following demographic information to allow for extrapolation of the sample data to
18 the entire group of Aggrieved Employees: (1) 4,000 aggrieved employees, and (2) 97,500 pay
19 periods. (*Id.*) Given the arbitration agreement signed by the Aggrieved Employees, the only
20 remaining claim is that under Labor Code § 2699, *et seq.* (*Id.*) With the discovery in hand, the
21 Parties were able to engage in meaningful settlement discussions in an attempt to resolve the
22 claims in the Action. (*Id.*)

23 **C. Settlement Negotiations**

24 On April 21, 2020, the Parties attended a mediation with professional neutral Hon. Steven
25 Vartabedian (Ret.). At the conclusion of the mediation, the mediator issued a mediator's proposal,
26 and after continued negotiations, the Parties were able to reach an agreement. (*Id.* at ¶ 7.) The
27 Parties reached an agreement as embodied in the Settlement. The Parties recognized that the issues
28 presented in the Action are likely only to be resolved with extensive and costly pretrial and trial

proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. (*Id.*) Plaintiffs took into account the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option. (*Id.*)

D. Key Terms of the Proposed Settlement

Under the Settlement, Defendant will pay \$585,000 to resolve this litigation. This amount is all-inclusive. The Settlement's key terms include:

1. Attorneys' fees in the amount of \$234,000.00 (40% of the gross amount);
2. Attorneys' actual costs not to exceed \$20,000.00, which at this time are \$9,082.29; (*Id.* at ¶ 11, Ex. D; Declaration of Mehrdad Bokhour at ¶ 20.)
3. Payment to each named plaintiff in the amount of \$5,000.00, for a total of \$10,000, in exchange for a 1542 release;
4. Actual costs of administration, which at this time are estimated to be \$12,000.00; (*Id.* at ¶ 12, Ex. E.)
5. Distribution of the remainder (\$319,917.71) to the LWDA and the Aggrieved Employees per statute: 75% (approximately \$239,938.28) must be paid to the LWDA pursuant to Labor Code section § 2699 *et seq.* and 25% (approximately \$79,978.71) shared by the Aggrieved Employees. Each Aggrieved Employee will receive payment directly proportional to the number of pay periods the Aggrieved Employee worked within the covered period.
6. Escalator Clause: In the event that the actual number of pay periods worked in the PAGA Period exceeds 97,500, Defendant shall, at its option increase the Total Settlement Payment \$6.00 per pay period to include such pay periods within this Agreement. In the event Crestwood declines to increase the Total Settlement Payment, Plaintiffs and Defendants agree that the Agreement shall remain binding as to 97,500 pay periods originally identified in the PAGA Period. (Ex. A at § 21.)

From Plaintiffs' Counsel's review of the facts, strengths, and weaknesses of the case, the

1 risks and delays posed by further litigation, and Plaintiffs' Counsels' own prior litigation
2 experience, Plaintiffs' Counsel believes that the recovery for each aggrieved employee is fair and
3 reasonable taking into consideration the amounts received in other PAGA actions, the risks
4 inherent in litigation of this genre, and the reasonable tailoring of each aggrieved employee's claim
5 to the settlement award he or she will receive. (Moon Decl. ¶¶ 14-16.) Defendant vigorously
6 contested liability and damages. (*Id.*) Further, and based on the settlement negotiations, which
7 were hard-fought and conducted in good faith and at arms' length between attorneys with
8 substantial experience litigating class and representative actions, the Settlement was the product of
9 a non-collusive settlement process in which the Parties were forced to make significant
10 compromises in the interest of reaching a full and complete settlement of the lawsuit. (*Id.*)

11 **III. DISCUSSION**

12 **A. Availability of Civil Penalties**

13 The LWDA and its constituent departments and divisions are authorized to assess and
14 collect civil penalties for specified violations of the Labor Code committed by an employer.
15 With a stated goal of improving enforcement of existing Labor Code obligations, the
16 Legislature adopted the Labor Code Private Attorneys General Act of 2004, permitting, as an
17 alternative, an aggrieved employee to initiate a private civil action.

18 The penalties collected in these private civil actions are to be distributed 75 percent to
19 the State and 25 percent to the aggrieved employee. Before an employee may file an action
20 seeking to recover civil penalties for violations of any of the Labor Code provisions
21 enumerated in section 2699.5, however, he or she must comply with the Act's administrative
22 procedures as set forth in section 2699.3, subdivision (a), which include providing notice to
23 the LWDA and the employer and waiting a prescribed period of time to permit the LWDA to
24 investigate and to decide whether to cite the employer for the alleged violations. (*Caliber*
25 *Bodyworks, Inc. v. Superior Court* (2005) 134 Cal.App.4th 365, 370; *see also Dunlap v.*
26 *Superior Court* (2006) 142 Cal.App.4th 330).

1 Here, Plaintiffs provided notice to the LWDA over 60 days before the filing of this
2 motion, and the LWDA did not take any action in response to the notice, thereby clearing the
3 way for Plaintiffs to proceed on behalf of the Aggrieved Employees. (Moon Decl. ¶ 3, Ex. B.)

4 **B. The Settlement Warrants Approval**

5 Each settlement of PAGA claims must be approved by a Court. (Labor Code §
6 2699(1)). Here, the circumstances weigh heavily in favor of approval.

7 **1. The Dual Statutory Purposes of Deterrence and Punishment**

8 As a result of this prosecution Defendant has had to hire legal counsel, engage in
9 discovery, mediation, and over a year of litigation. Defendant is also now having to pay civil
10 penalties to the LWDA. Not including its own attorneys' fees and costs, Defendant is paying
11 \$585,000 to resolve this matter, and the release obtained as a result of this Settlement, does
12 not preclude the Aggrieved Employees from seeking remedies based on any individual claims
13 they believe they may have.

14 **2. The Relief is Genuine, Meaningful, and Consistent with the Underlying**
15 **Purpose of the Statute to Benefit the Public**

16 The provisions of the Labor Code triggering PAGA penalties in this case include Labor
17 Code §§ 203 and 226(a). PAGA penalties are not mandatory but permissive. Labor
18 Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil
19 penalty amount specified by this part if, based on the facts and circumstances of the particular
20 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
21 confiscatory.” Accordingly, it is entirely possible that Plaintiffs are successful at trial,
22 assuming they are able to defeat the manageability argument, and still be awarded less than
23 what was obtained through this Settlement.

24 Based on the foregoing facts and law, Plaintiffs' Counsel estimated the maximum
25 potential damages under this cause of action by multiplying the maximum civil penalties
26 during the statutory period which is \$100 per violation per affected paystub for a total of
27 \$9,750,000.00 in maximum potential liability. (Moon Decl. ¶ 15.) While the total maximum
28 exposure was significant, given the low violation rates on the face of the documents, and the

1 significant risk that Plaintiffs could have lost on the merits given said violation rates,
2 Plaintiffs' Counsel feel that this settlement is an excellent result and amounts to "genuine and
3 meaningful" relief "consistent with the underlying purpose of the statute to benefit the
4 public." Since the amount obtained exceeds the likely award it is a reasonable outcome. (*Id.*)

5 **C. The Requested Attorney's Fees and Cost Award Should be Approved**

6 Under the Settlement, subject to the Court's approval, Defendant agrees to pay
7 Plaintiffs' Counsel reasonable attorneys' fees in amount of \$234,000, which is 40% of the
8 gross settlement amount, and Plaintiffs' counsel's actual costs, which total \$9,082.29.

9 **1. Plaintiffs' Counsel Request an Award of Fees Based on the Common**
10 **Fund Method**

11 California courts have long awarded attorneys' fees as a percentage of the benefit created
12 by counsel in pursuing claims on behalf of a group. The California Supreme Court held that
13 "when a number of persons is entitled in common to a specific fund, and an action brought by a
14 plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
15 plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977)
16 20 Cal.3d 25, 34, quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

17 Plaintiffs' Counsel seek an award of attorneys' fees on the "percentage of
18 recovery/common fund" theory. The purpose of the common fund/percentage approach is to
19 "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary
20 does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557
21 F.2d 759, 769.) In *Quinn v. State of California* (1995) 15 Cal.3d 162, the California Supreme
22 Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from
23 which others derive benefits may require those passive beneficiaries to bear a fair share of the
24 litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995)
25 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has
26 been applied "consistently in California when an action brought by one party creates a fund in
27 which other persons are entitled to share." (*Id.* at p. 110.) The reasons for applying the common
28 fund doctrine include: "...fairness to the successful litigant, who might otherwise receive no

benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful.” (*Id.*)

Several courts have expressed frustration with the alternative “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. Commenting on the lodestar approach, Chief Judge Marilyn Hall Patel wrote in *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp.1373:

“This court is compelled to ask, ‘Is this process necessary?’ Under a cost-benefit analysis, the answer would be a resounding, ‘No!’ Not only do the *LindyKerr-Johnson* analyses consume an undue amount of court time with little resulting advantage to anyone, but in fact, it may be to the detriment of the class members.

(*Id.* at 1375, emphasis added.) The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*Id.* at pp. 1378-79.) California Courts now routinely use the percentage of the common fund approach to determine the award of attorney’s fees. (See, e.g. *In re Pacific Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373, 378-79).

2. The Requested Fee is in Line with Typical Cases

According to a leading treatise on class actions, “No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.” (See Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 14.03.) Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively

1 small. (*Id*; see also *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F.Supp.
2 294 [stating that most cases where 30-50 percent was awarded involved “smaller” settlement
3 funds of under \$10 million].)

4 Here, Plaintiffs request attorneys’ fees equal to 40% of the gross settlement fund,
5 which is in line with the prevailing guidelines established in California case law and academic
6 literature and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162
7 Cal.App.4th 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage
8 method or the lodestar method is used, fee awards in class actions average around one-third of
9 the recovery.”].) Accordingly, Plaintiffs respectfully request that the Court approve the
10 attorneys’ fees as negotiated by the Parties and requested herein.

11 **3. The Matter Involves a Fee Shifting Provision**

12 Labor Code § 2698, et seq. provide for the recovery reasonable attorney’s fees, and
13 costs of suit. Under this section, Plaintiffs would be permitted to recover their actual
14 attorneys’ fees, even if those fees were larger than the total recovery for the Aggrieved
15 Employees at the conclusion of this case. This settlement is beneficial in that it limits the risk
16 of continued expenses and consumption of time, energy, and resources facing Defendant while
17 at the same time rewarding Plaintiffs’ Counsel for their decision to assume risk by taking on
18 this matter. In fact, prosecution of this action involved significant financial risk for Plaintiffs’
19 Counsel. (Moon Decl., ¶¶ 26-29.) Once counsel undertook this litigation on behalf of the
20 Aggrieved Employees, Plaintiffs’ Counsel committed to pursue it to its conclusion, placing its
21 fiduciary duty to the Aggrieved Employees ahead of all other concerns.

22 **4. The Experience, Reputation and Ability of Plaintiffs’ Counsel Support** 23 **the Requested Fee Award**

24 As demonstrated by their past experience in pursuing class and representative actions
25 on behalf of employees, Plaintiffs’ Counsel possesses considerable expertise in litigating class
26 action and representative matters. (*Id.*) Plaintiffs’ Counsel has been involved as lead counsel
27 or co-counsel in a multitude of class and representative actions resulting in beneficial results
28 to class members in California. (*Id.*) Because it is reasonable to compensate Plaintiffs’ counsel

1 commensurate with their skill, reputation and experience, Plaintiffs' Counsel requested fee
2 award is supported here.

3 Plaintiffs' Counsel's experience in wage and hour class and representative actions was
4 integral in evaluating the strengths and weaknesses of the case against Defendant and the
5 reasonableness of the settlement. Practice in the narrow field of wage and hour litigation
6 requires skill and knowledge concerning the rapidly evolving substantive law (state and
7 federal), as well as the procedural law of representative action litigation. Based on these and
8 other factors, Plaintiffs' Counsel have frequently received fee awards of this percentage from
9 the gross recovery for the aggrieved employees. Therefore, the requested fee award is
10 reasonable and fair.

11 **5. Plaintiffs' Counsel's Costs Are Reasonable**

12 Plaintiffs' Counsel are entitled to recover the out-of-pocket costs and litigation expenses
13 they reasonably incurred in investigating, prosecuting, and settling this case. *Staton v. Boeing Co.*
14 (9th Cir. 2003) 327 F.3d 938, 974. Accordingly, the Settlement provides for reimbursement of
15 costs. Plaintiffs' Counsel seeks reimbursement of costs in the amount of \$9,082.29. (Moon Decl.,
16 ¶ 11, Ex. D.) These costs were reasonably incurred in prosecuting this action on behalf of the
17 Aggrieved Employees and should be approved by the Court. *Id.*

18 **IV. CONCLUSION**

19 For the foregoing reasons, Plaintiffs respectfully request that the Court grant approval
20 of the proposed settlement and sign the order submitted herewith.
21

22 Dated: July 15, 2020

Respectfully submitted,

23 MOON & YANG, APC

24
25 By: 

Kane Moon

Allen Feghali

Attorneys for Plaintiffs
26
27
28

1 **PROOF OF SERVICE**

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

4 I am employed in the county of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880,
6 Los Angeles, California 90017. On **July 15, 2020**, I served the foregoing document described
7 as:

8 **PLAINTIFFS' NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT**
9 **AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE**
10 **SECTION 2698 ET SEQ.**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 BOUTIN JONES INC.
14 Bruce M. Timm
15 Kimberly A. Lucia
16 Kendall C. Fisher
17 555 Capitol Mall, Suite 1500
18 Sacramento, CA 95814
19 *Attorney for Defendant Crestwood Behavioral Health, Inc.*

20 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
21 The envelope was mailed with postage thereon fully prepaid. I am "readily
22 familiar" with the firm's practice of collection and processing correspondence for
23 mailing. Under that practice it would be deposited with U.S. postal service on that
24 same day with postage thereon fully prepaid at Los Angeles, California in the
25 ordinary course of business. I am aware that on motion of the party served, service
26 is presumed invalid if postal cancellation date or postage meter date is more than
27 one day after date of deposit for mailing in affidavit.

28 [] **BY PERSONAL DELIVERY:** I delivered said document(s) to the office of the
addressee shown above under whom it says delivered by personal delivery.

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

Executed this **July 15, 2020**, at Los Angeles, California.

Jackeline Hernandez
Type or Print Name

/s/ Jackeline Hernandez
Signature