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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROCHELLE ANTHONY, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF
AMERICA, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 20STCV00171

[Case Assigned for All Purposes to Hon. Maren
E. Nelson in Dept. SSC-17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
NOTICE, AND SETTING DATE FOR
FINAL APPROVAL HEARING**

Date: March 3, 2021

Time: 9:00 a.m.

Dept.: 17

Complaint Filed: January 3, 2020

FAC Filed: March 9, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) filed by
2 Plaintiffs Rochelle Anthony and Travenia Morris (“Plaintiffs”) came regularly for hearing before
3 this Court as duly noticed. After consideration of all the papers filed in connection therewith, the
4 arguments of counsel, and all other matters presented to the Court, the Court hereby makes a
5 preliminary finding that the proposed class action settlement is fair, reasonable, adequate and in
6 the best interests of the settlement class. Good cause appearing therefor, the Court **GRANTS** the
7 Motion and **ORDERS** as follows:

8 1. The terms of the settlement reached by Plaintiffs and Defendant, as set forth in the
9 Settlement Agreement, are hereby preliminarily approved as being fair, reasonable and adequate
10 to the members of the Settlement Class, subject to further consideration at the final approval
11 hearing after the distribution of the notice to the members of the Settlement Class as provided in
12 paragraph 6 of this Order. The Court notes that class members’ release of claims arising under the
13 Fair Labor Standards Act (“FLSA”) is a material term of this settlement agreement and
14 acknowledges that putative class members who do not opt-out of the class settlement will be
15 deemed to have waived FLSA claims as well as state law claims.

16 2. The following settlement class is preliminarily approved for settlement purposes
17 only, and is referred to herein as the “Settlement Class”: any and all nonexempt California
18 employees of Citizen Watch Company of America, Inc. who received overtime pay or a meal or
19 rest break premium in the same pay period in which they received a shift differential between
20 January 3, 2016 and December 27, 2020.

21 3. The Court makes the following preliminary findings for settlement purposes only:

- 22 A. The Settlement Class, which consists of approximately 64 persons, is so
23 numerous that joinder of all members is impracticable;
- 24 B. There appear to be questions of law or fact common to the Settlement
25 Class for purposes of determining whether this Settlement should be
26 approved;
- 27 C. Plaintiffs’ claims appear to be sufficiently typical for settlement purposes of
28 the claims being resolved through the proposed settlement;
- D. Plaintiff appears to be capable of fairly and adequately protecting the
interests of the Settlement Class Members in connection with the proposed
settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class for the purposes of approving this settlement. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Settlement Class for settlement purposes appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

4. The Court appoints Kingsley & Kingsley, APC, as counsel on behalf of the Settlement Class (“Class Counsel”) for purposes of settlement only.

5. Plaintiffs Rochelle Anthony and Travenia Morris are hereby appointed as representatives of the Settlement Class (“Class Representatives”) for purposes of settlement only.

6. The Court appoints ILYM Group, Inc. as the third-party settlement administrator.

7. The Court approves as to form and content the “Notice of Class Action Settlement” (“Notice”) attached as Exhibit 1 hereto.

8. The Court authorizes mailing of the Notice to the Settlement Class Members by first-class United States mail in accordance with the Settlement Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

10. A hearing to consider and determine (i) whether the Settlement Agreement should be finally approved, (ii) whether Class Counsel’s application for attorneys’ fees and costs should be approved, and (iii) whether the application for a Class Representative incentive award should be approved, is hereby set for _____ 2021 at __:__ a.m.

11. The Court sets the following deadlines:

Deadline for Defendant to provide Class Information to Settlement Administrator	7 business days after entry of Preliminary Approval Order
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Deadline for Settlement Administrator to mail Notice to Settlement Class Members	10 business days after receiving Class Information from Defendant
Deadline for Class Members to opt out of or object to the Settlement (“Response Deadline”)	45 calendar days after Notice Packets are mailed by the Settlement Administrator to Settlement Class Members
Deadline for Class Counsel to file Motion for Attorneys’ Fees and Costs and Motion for Final Approval of Class Action Settlement	_____

12. The Court expressly reserves the right to adjourn or continue the final fairness hearing from time to time without further notice to members of the Settlement Class.

IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT "1"

According to Citizen Watch Company of America, Inc.’s (“Citizen”) records, you worked for Citizen as a nonexempt employee in the State of California and received overtime or other premium pay in the same pay period that you worked a shift differential (“Pay Periods”). Citizen’s records indicate that you worked [redacted] such Pay Periods in California between January 3, 2016 and [redacted]

Based on the number of Pay Periods you worked, your estimated individual settlement payment is \$ [redacted]. Please note this is only an estimate and your actual payment may be greater or smaller than this amount.

**SUPERIOR COURT OF THE STATE CALIFORNIA
COUNTY OF LOS ANGELES**

ROCHELLE ANTHONY, on behalf of herself and others similarly situated, PLAINTIFF, v. CITIZEN WATCH COMPANY OF AMERICA, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS.	CASE NO. 20STCV00171 NOTICE OF CLASS ACTION SETTLEMENT
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The Superior Court of the State of California County of Los Angeles (the “Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were a nonexempt Citizen employee in the State of California at any time from January 3, 2016 through [redacted] (the “Class Period”), you should read this Notice carefully because it will affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	If you do nothing, you will receive a Settlement Payment and release certain claims under state law and federal law, including Fair Labor Standards Act (“FLSA”) claims.
EXCLUDE YOURSELF OR “OPT OUT”	If you opt out of the lawsuit, you will <u>not</u> receive any payment under this settlement. In addition, you will not release any of your claims and will be free to pursue any claims you may have against Citizen.
OBJECT	If you believe the proposed settlement is not fair, adequate or reasonable, you may submit an objection and/or may appear in Court in person or through an attorney and explain why you do not like the settlement. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court has not yet decided whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because Citizen's records show that you were a nonexempt Citizen employee in California and received overtime or other premium pay in the same pay period that you worked a shift differential during the Class Period ("Pay Periods"). This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you, your legal rights, what benefits are available, and how to get them.

2. What is this lawsuit about?

Plaintiffs Rochelle Anthony and Travenia Morris ("Plaintiffs" or "Class Representatives") allege on behalf of themselves and other non-exempt hourly employees in the State of California that Citizen failed to properly calculate non-exempt employees' pay rates, and as such, Citizen failed to timely pay wages after termination; failed to provide accurate wage statements; failed to properly pay meal period premiums; failed to pay overtime wages; violated the California Private Attorneys General Act; and engaged in unfair and unlawful business practices. Plaintiffs seeks unpaid wages, penalties, interest, restitution, attorneys' fees and expenses.

Citizen strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. **Nothing in this Notice, or the Settlement itself, means that Citizen admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

The Court has not ruled on the merits of Plaintiffs' claims or Citizen's defenses.

3. What is a class action and who is involved?

The parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons (in this case Rochelle Anthony and Travenia Morris) file a lawsuit on behalf of people who are alleged to have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in Section 13 are called "Participating Class Members." In this case, the parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

The Court has certified for settlement purposes only the following class: any and all nonexempt California employees of Citizen who received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential between January 3, 2016 and [the date that the Court preliminarily approves this Settlement Agreement] ("Settlement Class Members" or "Settlement Class"). According to Citizen's records, you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

5. What does the settlement provide?

The proposed settlement requires Citizen to pay a maximum amount of one hundred and thirty thousand dollars (\$130,000) to settle this case. This amount includes payments for attorneys' fees (up to \$43,333.33) and costs (up to \$9,250.00) to Class Counsel, an incentive award for Plaintiffs (up to \$5,000 each), Settlement Administration Costs (up

to \$5,234.00), and a payment to the California Labor and Workforce Development Agency ("LWDA") (up to \$5,625.00). The amount remaining after these payments is the amount available to distribute to Settlement Class Members ("Net Settlement Amount").

Any amounts not requested or awarded for attorneys' fees and costs, an incentive award to Plaintiffs, and the payment to the LWDA will be included in the Net Settlement Amount and distributed to Settlement Class Members.

6. How much will my payment be?

The Net Settlement Amount will be divided among all Settlement Class Members who do not request to be excluded from the settlement ("Participating Class Members") as follows: First, Citizen will use its payroll records to calculate the total Pay Periods worked by each Participating Class Member during the Class Period. Second, the total Pay Periods for each Participating Class Member will then be divided by the total of all Participating Class Members' Pay Periods during the Class Period to create a "Final Percentage" for each Participating Class Member. Fourth, that Final Percentage will then be multiplied by the Net Settlement Amount to determine the final amount of each Participating Class Member's pro rata recovery under this settlement.

The estimated number of Pay Periods you worked for Citizen as a non-exempt in California during the Class Period according to Citizen's records, and your estimated Settlement Payment are at the top of page 1 of this Notice. If you disagree with the number of Pay Periods stated on this Notice, you must send a letter to the Settlement Administrator within forty-five (45) calendar days of the mailing of this Notice stating the reasons why you dispute the number of Pay Periods and provide any supporting documentation that you have (for example, any paystubs). The information you provide should include the estimated number of Pay Periods you claim you worked as non-exempt Citizen employee in the State of California from January 3, 2016 through [end date of class period]. Citizen's records will be presumed correct unless you are able to provide credible and verifiable documentation to the Settlement Administrator that establishes otherwise. Failure to provide documentary evidence in support of your dispute will render your dispute invalid. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of pay periods that should be applied and/or the settlement payment to which you may be entitled.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline].

Anthony v. Citizen Watch Company of America, Inc.
c/o [REDACTED]
P.O. Box [REDACTED]
[City], [State] [Zip]

7. Will taxes be withheld from my settlement payment?

For tax reporting purposes, your settlement payment will be allocated as 10% wages, subject to required state and federal withholdings and deductions, reported on a form W-2; and 90% non-wage damages, interest, and penalties, reported on a form 1099-MISC, with no withholdings taken.

HOW YOU RECEIVE A PAYMENT

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything to receive your settlement payment.

If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address since working for Citizen or have any other reason to believe that Citizen does not have your current mailing address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses. The Settlement Administrator's address is:

Anthony v. Citizen Watch Company of America, Inc. Settlement Administration

c/o

P.O. Box

[City], [State] [Zip]

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the class.

9. What am I giving up if I stay in the class?

If you do not exclude yourself from the settlement, you will be bound by any judgment entered in this Action and will not be allowed to sue Citizen for any claims occurring between January 3, 2016 and [end date of class period], that arise from, relate to or are based on any and all claims alleged in the Action. If you do not exclude yourself, all of the Court's orders will apply to you and you will release all Released Parties from all Released Claims as follows:

"Released Parties" means Defendant together with their past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action.

"Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiffs Rochelle Anthony or Travenia Morris in any pleading in the Action on their own behalf or on behalf of a putative class member, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), based on an assertion that Released Parties (1) failed to pay wages and/or overtime under Labor Code §§ 510, 1194; and 1199; (2) failed to provide Meal Breaks or correctly pay meal break premiums Pursuant to Labor Code §§ 226.7 and 512; (3) failed to provide accurate wage statements; (4) failed to pay all wages due at termination; (5) violated the California Private Attorneys General Act; and/or (6) engaged in any unfair and unlawful business practices.

With respect to any claims under the Fair Labor Standards Act ("FLSA"), by cashing one or more of the Settlement Checks, you will be deemed to have opted-in and, by operation of the Final Order and Judgment, shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims under the FLSA which arise under the facts asserted in the Action.

By failing to exclude yourself from the settlement, you further acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that all of the claims in the Action are disputed, and that payment under the Settlement constitute payment in full of any and all amounts allegedly due to you. You acknowledge and agree that California Labor Code section 206.5 is not applicable. That section provides in pertinent part:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

10. When will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on _____, 2021, at ____ a.m. in Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los

Angeles, CA, 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed to the Participating Class Members. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

11. What if I get my payment and don't cash it?

Each settlement check will be valid for 180 calendar days after it was issued. If you do not cash your check, you will still be bound by the terms of the settlement and you will release all Released Claims as described above. After 180 calendar days, the Settlement Administrator will stop payment on your check and will transfer the amount represented by the check to a nonprofit organization authorized by the Court.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against Citizen alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself or "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") postmarked on or before **[Response Deadline]**, to the Settlement Administrator at the following address:

Anthony v. Citizen Watch Company of America, Inc. Settlement Administration
c/o [REDACTED]
P.O. Box [REDACTED]
[City], [State] [Zip]

In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) state that you are requesting to opt out of, or be excluded from, the settlement in *Anthony v. Citizen Watch Company of America, Inc.*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a settlement payment, and you will be bound by the release of Released Claims as described above and all other terms of the settlement. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Action and settlement and will not be entitled to or permitted to assert an objection to the settlement.

14. If I do not exclude myself, can I sue Citizen for the same claims later?

No. If you do not submit a valid and timely Request for Exclusion postmarked by **[Response Deadline]**, you will be bound by all terms of the settlement and any Final Approval Order and Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Approval Order and Judgment will include a full release of claims in this Action, which will prevent you from suing Citizen or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, you should speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement and will not receive a settlement payment.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as Class Counsel to represent you and all Settlement Class Members:

Eric B. Kingsley
Liane Katzenstein Ly
Ari J. Stiller
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$43,333.33, and reimbursement of litigation costs of up to \$9,250.00.

Class Counsel will also request that the Class Representatives receive an additional amount called an "Incentive Award" for the risk and work in bringing and participating in this lawsuit. The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$5,000.00 for each Class Representative. This Incentive Award shall be paid out of and deducted from the Settlement Proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$5,234.00 to the Settlement Administrator from the Settlement Proceeds.

OBJECTING TO THE SETTLEMENT

18. How do I object?

If you think that the proposed settlement is not fair, adequate or reasonable, you can object to the proposed settlement. If you object, and the Court approves the settlement, then you will still receive a settlement payment, and you will be bound by the terms of the release as set forth in Section 9 above.

If you want to object to any part of the settlement, you may submit a written objection to the Court stating the basis for the objection and/or you may appear to object at the Final Fairness and Approval Hearing. Any written objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than [REDACTED], 2021.

All written objections should reference the case name and number (*Rochelle Anthony v. Citizen Watch Company of America, Inc.*, Case No. 20STCV00171) and be filed with the Clerk of Court no later than [REDACTED], 2021 at:

Superior Court of the State of California for the County of Los Angeles
312 North Spring Street, Los Angeles, CA, 90012

Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than [REDACTED], 2021:

CLASS COUNSEL
 Eric B. Kingsley
 Liane Katzenstein Ly
 Ari J. Stiller
 Kingsley & Kingsley, APC
 16133 Ventura Blvd., Suite 1200
 Encino, CA 91436
 Telephone: (818) 990-8300

DEFENDANT'S COUNSEL
 Ashley Farrell Pickett
 Bryan W. Patton
 GREENBERG TRAURIG, LLP
 1840 Century Park East, Ste. 1900
 Los Angeles, CA 90067

The Final Approval Hearing is currently set for [REDACTED], 2021, at [REDACTED] : [REDACTED] m. at Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

A hearing will be held before the Honorable Maren Nelson on [REDACTED], 2021, at [REDACTED] : [REDACTED] m., in Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, to determine whether the proposed settlement is fair, adequate, reasonable and should be finally approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Nelson might have. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the terms of the proposed settlement. More details are in the settlement agreement. You may review the Court's files, which include the settlement agreement, at the office of the Clerk of Court located at 312 N. Spring Street, Los Angeles, CA, 90012, during regular business hours or by visiting the "Case Document Images" link on the Court's website, <https://www.lacourt.org>. Please check the Court's current social distancing procedures for attendance at hearings and review of court files, available on the Court's website at <https://www.lacourt.org/>.

22. How do I obtain additional information?

If you have questions regarding this Notice and/or the settlement, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX or you may contact Class Counsel at the address and telephone number listed above.

PLEASE DO NOT CONTACT THE COURT, CITIZEN, OR CITIZEN'S ATTORNEYS WITH INQUIRIES.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On February 5, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING NOTICE, AND SETTING DATE FOR FINAL APPROVAL HEARING** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ashley Farrell Pickett
Ryan C. Bykerk
Bryan W. Patton
Matthew J. Weber
farrellpickett@gtlaw.com
bykerkr@gtlaw.com
pattonbw@gtlaw.com
webermat@gtlaw.com

GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 5, 2021, at Woodland Hills, California.



Michelle A. Tanzer