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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

11 SHIRLEY GOEMAAT and REHANA
BALUCH, individually, and on behalf of all
12 others similarly situated and aggrieved,

13 Plaintiffs,

14 vs.

15 ORANGE COUNTY ASSOCIATION FOR
MENTAL HEALTH, a California Corporation;
16 and DOES 1 through 50, inclusive,

17 Defendants.
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Case No.: 30-2019-01106371-CU-BT-CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept. CX102]*

CLASS ACTION

**PLAINTIFFS' FURTHER SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT
(RELATED TO ROA #74)**

Date: August 4, 2022
Time: 2:00 PM
Dept: CX102

*[Filed concurrently with Third Supplemental
Declaration of Taras Kick, and [Proposed]
Order]*

Complaint filed: October 21, 2019
FAC filed: June 12, 2021
Trial date: None set

1 Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class Action Settlement on
2 March 24, 2022, which was before this Court on May 5, 2022, and again on June 9, 2022. Following
3 the hearing on May 5, 2022, Plaintiff made revisions on response to this Court. At the hearing on June
4 9, 2022, the Court requested some remaining issues to be addressed with further briefing. This
5 supplemental brief addresses the issues raised by the Court in its Order dated June 9, 2022. The
6 following bold numbered paragraphs correspond to the Court's numbering in its June 9, 2022, Order,
7 with Plaintiff's responses below each.

8 **I. ADDRESSING ISSUES RAISED IN THE COURT'S ORDER**

9 **Valuation of Claims:**

10 **1. Although additional information regarding the valuation of the claims has been**
11 **provided, there are no calculations for any of the claims, including the PAGA claim.**
12 **Additionally, no valuation has been provided for the claims for inaccurate wage statements, for**
13 **failure to indemnify for business expenses, or failure to pay all wages upon separation or**
14 **termination.**

15 Per the Court's request, below is further information regarding the valuation of the PAGA and
16 unpaid wages claims, including calculations of potential maximum value. In addition, below are
17 Plaintiff's valuations and calculations for the claims for inaccurate wage statements, failure to
18 indemnify and failure to pay wages upon separation or termination.

19 Plaintiffs' former counsel Mr. Suh performed a thorough damages analysis of Plaintiffs'
20 claims, (*See* Third Supp. Kick Decl. ¶ 4), which resulted in the following valuations:

- 21 • Total PAGA Civil Penalties - \$1,960,584.35¹
- 22 • Total Unpaid Minimum Wages (\$119,331.84 in compensatory damages and
23 \$95,092.56 in liquidated damages) - \$214,424.40
- 24 • Compensatory Damages & Restitution for Unpaid Overtime Wages - \$89,520.84
- 25 • Compensatory Damages & Restitution for Meal Period Violations - \$119,331.84

26
27 ¹ This figure was initially calculated to be \$3,921,168.71, based on the assumption that Plaintiff could recover
28 heightened (i.e., doubled) penalties for subsequent PAGA violations. However, Plaintiffs' counsel has reduced this
amount by 50% to approximate the valuation without the assumption of enhanced penalties.

- Compensatory Damages & Restitution for Rest Period Violations - \$178,997.76
- Total Labor Code § 226(e) Accurate Wage Statement Statutory Penalties - \$255,000.00
- Total Labor Code § 203 Final Wage Statutory Penalties - \$796,276.80

In addition, Plaintiffs' counsel Greg Taylor of The Kick Law Firm, APC performed a damages analysis of Plaintiffs' claim for Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties, which resulted in a valuation of \$28,458.00.

Each valuation is based on violation rates and estimates including average number of workweeks, current number of employees, and average rates of pay. Plaintiffs' analysis utilized the following assumptions derived from various sources including the facts and figures provided by Defendant for the purposes of mediation. In general, Plaintiffs indulge violation rate estimates in Defendant's favor.

OCAMH's Class Members (Current & Former):	284
Estimated OCAMH Current Class Members at Any Time:	68
OCAMH's Former Class Members:	216
OCAMH's Former Class Members Since Three Years Prior to Complaint:	242
OCAMH's Current and Former Employee Since One Year Prior to Complaint:	165
OCAMH's Average Class Member Hourly Rate:	\$13.71
OCAMH's Total Number of Semi-Monthly Pay Periods Worked:	10,968
Average Semi-Monthly Pay Periods Worked by Class Members:	38.620
Estimated Average Unreimbursed Miles Driven Per Class Member:	750

Class Period Start Date:	October 21, 2015
Class Period End Date used for Mediation:	September 21, 2020
Class Liability Period:	4 yrs, 11 mos, 0 dys
Seven-day Workweeks in Class Period:	256 Workweeks
Semi-Monthly Pay Periods in Class Period	118 Pay Periods
Liability Period Three Years Prior to Complaint:	3 yrs, 11 mos, 0 dys
Seven-day Workweeks Three Years Prior to Complaint:	204 Workweeks
Semi-Monthly Pay Periods Three Years Prior to Complaint	94 Pay Periods
Liability Period One Year Prior to Complaint:	2 yrs, 11 mos, 0 dys
Seven-day Workweeks One Year Prior to Complaint:	152 Workweeks
Semi-Monthly Pay Periods One Year Prior to Complaint	70 Pay Periods

Using the above facts and figures, Plaintiffs performed the below calculations in order to value Plaintiff's non-PAGA claims:

//

• Failure to Pay Minimum Wages:

Total Minimum Wage Damages

\$119,331.84	Compensatory Damages & Restitution for Unpaid Minimum Wages
+ \$95,092.56	Liquidated Damages for Unpaid Minimum Wages
\$214,424.40	Total Minimum Wage Damages

Minimum Wages – as Compensatory Damages & Restitution

68	Estimated OCAMH Current Class Members at Any Time
x \$13.71	OCAMH's Average Class Member Hourly Rate
x 0.250	Estimated Unpaid Minimum Wage Hours Per Shift
x 2	Estimated Underpaid Minimum Wage Shift Per Employee Per Workweek
x 256	Seven-day Workweeks in Class Period
\$119,331.84	Compensatory Damages & Restitution for Unpaid Minimum Wages

Minimum Wages – as Liquidated Damages²

68	Estimated OCAMH Current Class Members at Any Time
x \$13.71	OCAMH's Average Class Member Hourly Rate
x 0.250	Estimated Unpaid Minimum Wage Hours Per Shift
x 2	Estimated Underpaid Minimum Wage Shift Per Employee Per Workweek
x 204	Seven-day Workweeks Three Years Prior to Complaint
\$95,092.56	Liquidated Damages for Unpaid Minimum Wages

• Failure to Pay Overtime Wages:

Overtime Wages - as Compensatory Damages & Restitution

68	Estimated OCAMH Current Class Members at Any Time
x \$20.57	OCAMH's Average Class Member Hourly Rate x 1.5
x 0.250	Estimated Unpaid Overtime Wage Hours Per Shift
x 1	Estimated Underpaid Overtime Wage Shifts Per Employee Per Workweek
x 256	Seven-day Workweeks in Class Period
\$89,520.84	Compensatory Damages & Restitution for Unpaid Overtime Wages

• Failure to Provide Required Meal Periods:

Meal Period Premiums - Compensatory Damages & Restitution

68	Estimated OCAMH Current Class Members at Any Time
x \$13.71	OCAMH's Average Class Member Hourly Rate
x 25%	Estimated Unpaid Meal Period Premium Wage Violation Rate
x 2	Estimated Shifts Over Five Hours Per Employee Per Workweek
x 256	Seven-day Workweeks in Class Period
\$119,331.84	Compensatory Damages & Restitution for Meal Period Violations

² Labor Code § 1194.2(a) provides, in part, “[i]n any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage . . . an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1 • Failure to Provide Required Rest Periods:

2 Rest Period Premiums - Compensatory Damages & Restitution

3	68	Estimated OCAMH Current Class Members at Any Time
x	\$13.71	OCAMH's Average Class Member Hourly Rate
4	x	25% Estimated Unpaid Rest Period Premium Wage Violation Rate
5	x	3 Estimated Shifts Over Three-and-a-Half Hours Per Employee Per Workweek
6	x	256 Seven-day Workweeks in Class Period
	\$178,997.76	Compensatory Damages & Restitution for Rest Period Violations

7 • Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties:

8 Unreimbursed Mileage Expenses – as Compensatory Damages

9	68	Estimated OCAMH Current Class Members at Any Time
10	x	750 Average Class Member Unreimbursed Miles
11	x	\$0.558/mile Average IRS Mileage Rate During 2015-2020 Mediation Class Period
	\$28,458.00	Compensatory Damages & Restitution for Rest Period Violations

12 • Failure to Furnish Accurate Itemized Wage Statements and Maintain Employment Records:

13 Labor Code § 226(e) Accurate Wage Statement Violation Statutory Penalties³

14	68	Estimated OCAMH Current Class Members at Any Time
15		\$50.00 for Initial Pay Period Violation plus \$100.00 for All Subsequent Pay Period Violations (\$100.00 x 37 Subsequent Pay Periods during Liability Period)
16	x	\$3,750.00
17	\$255,000.00	Total Labor Code § 226(e) Accurate Wage Statement Statutory Penalties

18 • Failure to Pay Timely and All Wages Due to Discharged and Quitting Employees:

19 Labor Code § 203 Final Wage Violation Statutory Penalties⁴

20	242	OCAMH's Former Class Members Since 3 Years Prior to Complaint
21	x	\$13.71 OCAMH's Average Class Member Hourly Rate
22	x	8 Hours Per Day
23	x	30 Maximum Penalty Days
	\$796,276.80	Total Labor Code § 203 Final Wage Statutory Penalties

24 ³ For a defendant's failure to keep accurate records, Labor Code § 226(e) provides a statutory penalty in the amount of \$50.00 for the initial pay period where a violation occurs and \$100.00 per employee for violations in subsequent pay periods, but not exceeding an aggregate penalty of \$4,000.00. Labor Code § 226(e) statutory penalties and PAGA penalties for section 226 violations are distinct. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780-781.)

25 ⁴ For a defendant's failure to timely pay all earned and unpaid wages to discharged and quitting employees, Labor Code § 203 provides a statutory penalty from the due date at the same daily rate until paid for up to 30 days. The statute of limitations period on section 203 claims is three years, regardless of whether only penalties are sought or whether underlying wages are also sought in same action. (*Pineda v. Bank of America* (2010) 50 Cal.4th 1389, 1401, overruling *McCoy v. Superior Court* (2008) 157 Cal.App.4th 225, 233.)

With respect to Plaintiffs' PAGA claims, Plaintiffs' analysis is based on the following assumptions, derived from various sources including the facts and figures provided by Defendant for the purposes of mediation.

OCAMH's PAGA Aggrieved (Current & Former):	165
Estimated OCAMH Current PAGA Members at Any Time:	68
OCAMH's Total Number of Semi-Monthly Pay Periods Worked during Class Period:	10,968
Average Semi-Monthly Pay Periods Worked by Class Members:	38.620
PAGA Period Start Date:	February 7, 2019
PAGA Period End Date for Mediation:	September 21, 2020
PAGA Liability Period:	1 yr, 7 mos, 14 dys
PAGA Semi-Monthly Pay Periods (1-15 & 16-EOM)	29 Pay Periods

Using the above facts and figures, Plaintiffs performed the below calculations in order to value the potential maximum value of PAGA civil penalties:

• PAGA Civil Penalties:

Total PAGA Civil Penalties

\$493,000.00	Minimum Wage (§ 1197.1) PAGA Civil Penalties
+ \$193,800.00	Overtime Wage (§ 558) PAGA Civil Penalties
+ \$193,800.00	Meal Period Premium Pay (§ 558) PAGA Civil Penalties
+ \$193,800.00	Rest Period Premium Pay (§ 558) PAGA Civil Penalties
+ \$538,168.71	Wages During Employment (§ 210) PAGA Civil Penalties
+ \$1,921,000.00	Accurate Wage Statement (§ 226.3) PAGA Civil Penalties
+ \$387,600.00	Accurate Record Maintenance (§ 2699) PAGA Civil Penalties
\$3,921,168.71	Total PAGA Civil Penalties (assuming heightened penalties)
[\$1,960,584.35	Total PAGA Civil Penalties (no heightened penalties, reduced by 50%)]

Minimum Wage (§ 1197.1) PAGA Civil Penalties⁵

68	Estimated OCAMH Current Class Members at Any Time
	\$100.00 for Initial Pay Period Violation plus \$250.00 for All
	Subsequent Pay Period Violations (\$250.00 x 28 Subsequent PAGA Pay
x \$7,250.00	Periods during PAGA Liability Period)
\$493,000.00	Total Minimum Wage (§ 1197.1) PAGA Civil Penalties

⁵ Labor Code § 1197.1 provides: "(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty . . . as follows: [¶] (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . [¶] (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed . . ."

Overtime Wage (§ 558) PAGA Civil Penalties⁶

68	Estimated OCAMH Current Class Members at Any Time
	\$50.00 for Initial Pay Period Violation plus \$100.00 for All Subsequent
	Pay Period Violations (\$100.00 x 28 Subsequent PAGA Pay Periods
x	\$2,850.00 during PAGA Liability Period)
	\$193,800.00 Total Overtime Wage (§ 558) PAGA Civil Penalties

Meal Period Premium Wage (§ 558) PAGA Civil Penalties⁷

68	Estimated OCAMH Current Class Members at Any Time
	\$50.00 for Initial Pay Period Violation plus \$100.00 for All Subsequent
	Pay Period Violations (\$100.00 x 28 Subsequent PAGA Pay Periods
x	\$2,850.00 during PAGA Liability Period)
	\$193,800.00 Total Meal Period Premium Wage (§ 558) PAGA Civil Penalties

Rest Period Premium Wage (§ 558) PAGA Civil Penalties

68	Estimated OCAMH Current Class Members at Any Time
	\$50.00 for Initial Pay Period Violation plus \$100.00 for All Subsequent
	Pay Period Violations (\$100.00 x 28 Subsequent PAGA Pay Periods
x	\$2,850.00 during PAGA Liability Period)
	\$193,800.00 Total Rest Period Premium Wage (§ 558) PAGA Civil Penalties

Wages During Employment (§ 210) PAGA Civil Penalties⁸

68	Estimated OCAMH Current Class Members at Any Time
	\$100.00 for Initial Pay Period Violation plus \$200.00 for All
	Subsequent Pay Period Violations (\$200.00 x 28 Subsequent PAGA
x	\$5,700.00 Pay Periods during PAGA Liability Period)
	25% of amount withheld as wages (based on \$602,274.84 [sum of
	unpaid rest period premium wages, unpaid meal premium wages,
+	\$150,568.71 unpaid minimum wages and unpaid overtime wages] x 25%)
	\$538,168.71 Total Wages During Employment (§ 210) PAGA Civil Penalties

⁶ Labor Code § 558 provides: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .”

⁷ “An initial violation of these meal period requirements subjects the employer to a civil penalty of \$50 ‘for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.’ [Citations.]” (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 520.)

⁸ Labor Code § 210 provides: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Accurate Wage Statement (§ 226.3) PAGA Civil Penalties⁹

68	Estimated OCAMH Current Class Members at Any Time
	PAGA penalty for initial pay period violation (\$250.00 per initial pay
	period violation) and all subsequent violations (\$1,000.00 per
	subsequent pay period violation based on average aggrieved employee's
	27 subsequent pay periods worked on average)
x	\$28,250.00
	\$387,600.00
	Total Accurate Wage Statement (§ 226.3) PAGA Civil Penalties

Accurate Record Maintenance (§ 2699) PAGA Civil Penalties¹⁰

68	Estimated OCAMH Current Class Members at Any Time
	\$100.00 for Initial Pay Period Violation plus \$200.00 for All
	Subsequent Pay Period Violations (\$200.00 x 28 Subsequent PAGA
	Pay Periods during PAGA Liability Period)
x	\$5,700.00
	\$387,600.00
	Total Accurate Record Maintenance (§ 2699) PAGA Civil Penalties

Plaintiff Baluch's Agreement:

2. The Supplemental Brief indicates Plaintiff Baluch entered into a separate agreement, including a Civil Code § 1542 waiver, but was not represented by Plaintiff's counsel and the Defendant was not represented by Defendant's counsel. ROA 90, Supp. Brief, p. 3, fn. 1. Did the separate agreement encompass the claims here? What, if any, payment did Plaintiff Baluch receive pursuant to this separate agreement? If the separate agreement preceded this action, what effect, if any, does the separate agreement have on her ability to be an appropriate Class and PAGA representative and receive an enhancement award?

As clarified in the Third Supp. Kick Decl., the separate settlement agreement entered into by Ms. Baluch did not encompass the claims in this case. Ms. Baluch signed a release in a separate

⁹ Labor Code § 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake."

¹⁰ Labor Code § 1174(d) requires all employers to keep payroll records showing the daily hours worked by employees and daily wages paid to employees. Generally, under Labor Code § 2699, a defendant is subject to a civil penalty in the amount of \$100.00 for each aggrieved employee per pay period for the initial violation and \$200.00 for each aggrieved employee per pay period for each subsequent violation unless another Labor Code provision authorizing the Division of Labor Standards and Enforcement to collect civil penalties (with different penalty amounts) already exists, in which case, the civil penalties authorized by the separate statute apply in a PAGA case recovery.

lawsuit, but the agreement specifically excluded all claims asserted in this case in order to avoid any conflict between the two lawsuits. (*See* Third Supp. Kick Decl. ¶ 5.)

The agreement Ms. Baluch signed in her other lawsuit has no effect on this case. Although it preceded this action, Ms. Baluch included a carve-out in her release of claims in order to ensure that the agreement would not affect her ability to be an appropriate Class and PAGA representative and receive an enhancement award for her contribution in this case. (*Id.* at ¶ 5.)

Revised Class Notice:

3. The Class Notice should explain that if a Class Member submits a request for exclusion and objection, the exclusion will govern and the objection will be deemed invalid.

The parties revised the proposed Class Notice, consistent with the Court’s June 9, 2022, Order, to address the Court’s instructions, reflected in section numbers 3 through 5. True and correct copies of the Revised Class Notice, one redlined and one clean, are attached as Exhibits 1 and 2 to the concurrently filed Third Supplemental Declaration of Taras Kick. A certified Spanish translation of the Class Notice is attached as Exhibit 3. (Third Supp. Kick Decl. ¶¶ 6-7.). Plaintiffs address the Court’s issues 3 through 5 as follows.

Regarding the first issue, number 3, the Class Notice has been revised to clearly explain that if a Class Member submits both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid. (*See* Third Supp. Kick Decl. ¶ 7(a), Ex. 1 [Class Notice, p. 5, “Option B.”])

4. The Class Notice should expressly state that Class Members may submit a written objection or object to the Settlement in person or through counsel at the Final Approval hearing in order for the Court to consider the objection.

The parties revised the proposed Class Notice to clarify that Class Members have the option to either submit a written objection or object to the Settlement in person or through counsel at the Final Approval hearing. (Third Supp. Kick Decl. ¶ 7(b), Ex. 1 [Class Notice, p. 5, “Option C.”].)

5. The Class Notice must clearly state that if there is an issue on the exclusions, objections or disputes, the Court will make the final determination and resolve such issues.

1 The revised Class Notice indicates that in the event that there are any issues pertaining to
2 Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes, the Court will make the
3 final determination and resolve such issues. (*See* Third Supp. Kick Decl. ¶ 7(c), Ex. 1 [Class Notice,
4 p. 5, “Option D.”].)

5 **Revised Proposed Order:**

6 **6. The Settlement, Amendment, and Class Notice, along with a certified Spanish**
7 **translation must be attached to the proposed Order and they should be referenced as exhibits**
8 **in the proposed Order.**

9 The Settlement, Amendment, and revised Class Notice, including a certified Spanish
10 translation of the revised Class Notice, are attached as Exhibits A through D to the concurrently filed
11 revised Proposed Order. (*See* Third Supp. Kick Decl. ¶ 9, Ex. 4 [Proposed Order, Exhibits A through
12 D].)

13 **7. The proposed Order should state that the disbursement amounts are only**
14 **preliminarily approved. See paragraph 12.**

15 The revised Proposed Order clarifies that the disbursement amounts listed in paragraph 12 of
16 the Proposed Order are only *preliminarily* approved. (*See* Third Supp. Kick Decl. ¶ 8, Ex. 4 [Proposed
17 Order, ¶ 12].) Per the Court’s instruction, redlined and clean copy of the revised Proposed Order are
18 attached as Exhibits 4 and 5, respectively, to the concurrently filed Third Supplemental Declaration
19 of Taras Kick.

20 **II. CONCLUSION**

21 Plaintiffs respectfully submit that the proposed Settlement Agreement is fair, adequate, and
22 reasonable, and believe they now have made the revisions ordered by the Court, and provided the
23 Court with the additional information instructed. Plaintiffs therefore respectfully request that the
24 Court enter an Order preliminarily approving the Settlement, conditionally certifying the Settlement
25 Class, appointing Simpluris as the administrator, approving the (revised) Notice of Proposed Class
26 and Representative Action Settlement, and setting the Final Fairness Hearing.

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28 //

1 Dated: July 21, 2022

Respectfully submitted,
THE KICK LAW FIRM, APC

2
3 By: Taras Kick

4 Taras Kick
5 Karen Wallace
6 Greg Taylor
7 Attorneys for Plaintiffs Shirley Goemaat
8 and Rehana Baluch
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, certify and declare that I am over the age of 18 years, employed in the
4 County of Los Angeles, State of California, and not a party to the above-entitled cause. My
5 business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

6 On **July 21, 2022**, I served the document(s) described as:

- 7 1. **PLAINTIFFS' FURTHER SUPPELEMENTAL BRIEF IN SUPPORT OF MOTION FOR**
8 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
9 2. **THIRD SUPPLEMENTAL DECLARATION OF TARAS KICK IN SUPPORT OF**
10 **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
11 **SETTLEMENT; EXHIBITS;**
12 3. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF STIPULATION OF**
13 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT; EXHIBITS**

14 on the interested parties in this action by sending a true copy thereof to interested parties
15 as follows:

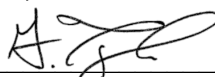
16 Steven Amundson
17 Alina Sookasian
18 **MANNING & KASS**
19 **ELLROD, RAMIREZ, TRESTER LLP**
20 801 S Figueroa St 15th Floor, Los Angeles, CA 90017
21 sca@manningllp.com
22 aws@manningllp.com

23 *Attorneys for Defendant*
24 *Orange County Association for Mental Health*

25 [✓] **BY E-MAIL:** Based on an agreement of the parties to accept electronic service by e-mail or a
26 request by the party or parties who have appeared and are represented by counsel identified
27 above for e-service, I caused the documents to be sent to the person(s) at the e-mail
28 address(es) listed above in keeping with California Code of Civil Procedure § 1010.6. The
transmission was either reported as being sent, complete and without error, or I did not
receive, within a reasonable time after the transmission, any electronic message or other
indication that the transmission was unsuccessful, to the addressees as stated above.

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

Executed on July 21, 2022, in Los Angeles, California.



Greg Taylor