

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff CARLA COLLINS
and the certified Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

CARLA COLLINS on behalf of herself, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV15619

CLASS AND REPRESENTATIVE ACTION

*Assigned to
Honorable Elaine Lu, Dept. 9*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: January 22, 2026
Time: 10:00 a.m.
Dept. 9

Motion Due: December 22, 2025
Opposition Due: January 2, 2026
Reply Due: January 8, 2026

Complaint Filed: April 22, 2020
FAC Filed: June 24, 2020
Trial: Not Set

PLEASE TAKE NOTICE THAT on January 22, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard, in Department 9 of the above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Carla Collins will and hereby does move for the entry of an Order and Judgment granting final approval of class and PAGA action settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a class action. The basis for this Motion is that the proposed settlement is fair, adequate, and reasonable and in the best interests of the settlement class, and that the procedures utilized were adequate to ensure the opportunity of the proposed settlement Class Members to participate in, opt out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities set forth herein, Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims, the Declarations of Eric A. Grover, Robert Spencer, Carla Collins, and Taylor Mitzner of Phoenix Settlement Administrators, the pleadings and papers filed in this case, and such evidence or oral argument as may be presented at the hearing, and on the complete records and file herein.

Respectfully submitted,

Dated: December 22, 2025

KELLER GROVER LLP

By: 

ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff and Class Counsel

TABLE OF CONTENTS

	Page
I. INTRODUCTION	6
II. PROCEDURAL BACKGROUND AND SUMMARY OF CLAIMS	7
III. THE PRELIMINARY APPROVAL AND NOTICE PROCESS	10
IV. SUMMARY OF SETTLEMENT TERMS	11
A. The Settlement Class	11
B. Benefits to the Class	12
C. Benefits to the Aggrieved Individuals and the State	13
V. LEGAL ANALYSIS	14
A. The notice procedure was adequate and reasonable.	14
B. Final settlement approval is appropriate.	15
1. The three-step approval process	15
2. The terms of the settlement disclose no grounds to doubt its fairness.	16
3. Each of the relevant criteria supports final approval of the settlement.	17
a) The value of the settlement favors final approval.	17
b) The risk, complexity, expense, and likely duration of continued litigation weigh in favor of final approval	18
c) Disclosure of documents and data demonstrating the strengths and weaknesses of this action was completed prior to entering into the settlement.	19
d) The experience and views of counsel favors final approval.	19
e) Class Members’ positive reaction to the settlement favors final approval.	19
4. The Court does not need to revisit the class certification determination	20
C. The PAGA settlement warrants approval.	21
VI. CONCLUSION	22

TABLE OF AUTHORITIES

Page(s)

STATE CASES

<i>Amaral v. Cintas Corp. No. 2,</i> 163 Cal.App.4th 1157 (2008).....	18
<i>Archibald v. Cinerama Hotels,</i> 15 Cal.3d 853 (1976)	15
<i>Arias v. Superior Court,</i> 46 Cal.4th 969 (2009)	21
<i>Cartt v. Superior Court,</i> 50 Cal.App.3d 960 (1975).....	14, 15
<i>Dunk v. Ford Motor Co.,</i> 48 Cal.App.4th 1794 (1996).....	<i>passim</i>
<i>Hernandez v. Restoration Hardware, Inc.,</i> 4 Cal.5th 260 (2018)	16
<i>In re Cellphone Fee Termination Cases,</i> 186 Cal.App.4th 1380 (2010).....	16
<i>Kullar v. Foot Locker Retail, Inc.,</i> 168 Cal.App.4th 116 (2008).....	6, 17
<i>Naranjo v. Spectrum Sec. Serv., Inc.,</i> 15 Cal.5th 1056 (2024)	18
<i>Nordstrom Com'n Cases,</i> 186 Cal.App.4th 576 (2010).....	21
<i>Turrieta v. Lyft, Inc.,</i> 69 Cal.App.5th 955 (2021).....	21
<i>Wershba v. Apple Computer,</i> 91 Cal.App.4th 224 (2001).....	16, 17

FEDERAL CASES

<i>Ang v. Bimbo Bakeries USA, Inc.,</i> 2020 U.S. Dist. LEXIS 74775 (N.D. Cal. April 28, 2020)	20
<i>Baumann v. Chase Inv. Servs. Corp.,</i> 747 F.3d 1117 (9th Cir. 2014).....	21
<i>Briseño v. Henderson,</i> 998 F.3d 1014 (9th Cir. 2021).....	18
<i>Campbell v. Facebook, Inc.,</i> 951 F.3d 1106 (9th Cir. 2020).....	15
<i>Dickey v. Advanced Micro Devices, Inc.,</i> 2019 U.S. Dist. LEXIS 172924 (N.D. Cal. Oct. 4, 2019).....	20
<i>Eisen v. Carlisle & Jacquelin,</i> 417 U.S. 156 (1974)	14
<i>In re Hyundai & Kia Fuel Econ. Litig.,</i> 926 F.3d 539 (9th Cir. 2019).....	15
<i>In re Omnivision Techs.,</i> 559 F.Supp.2d 1036 (N.D. Cal. 2007)	19
<i>Mendez v. C-Two Grp. Inc.,</i> 2017 U.S. Dist. LEXIS 44817 (N.D. Cal. Mar. 27, 2017)	20

1	<i>Mullane v. Cent. Hanover Bank & Trust Co.</i> , 339 U.S. 306 (1950)	14, 15
2	<i>Philadelphia Housing Auth. v. Am. Radiator & Std. Sanitary Corp.</i> , 323 F.Supp. 364 (E.D. Pa. 1970)	14
3	<i>Phillips Petroleum Co. v. Shutts</i> 472 U.S. 797 (1985)	15
4	<i>Van Bronkhorst v. Safeco Corp.</i> , 529 F.2d 943 (9th Cir. 1976).....	14, 15
5	<i>Young v. Katz</i> , 447 F.2d 431 (5th Cir. 1971).....	18
6	STATE RULES	
7	California Rules of Court Rule 3.769	15
8	FEDERAL RULES	
9	Federal Rules of Civil Procedure Rule 23	15
10	STATUTES	
11	California Business & Professions Code § 17200.....	7
12	California Civil Code § 1781.....	14
13	California Code of Civil Procedure § 382.....	16
14	California Labor Code § 201.....	7
15	§ 203.....	18
16	§ 204.....	7
17	§ 221.....	7
18	§ 224.....	7
19	§ 226.....	7, 18
20	§ 226.7.....	7
21	§ 226.8.....	7
22	§ 432.5.....	7
23	§ 510.....	7
24	§ 512.....	7
25	§ 558.....	7
26	§ 1194.....	7
27	§ 1194.2.....	7
28	§ 1197.....	7
	§ 1197.1.....	7
	§ 1198.....	7
	§ 1199.....	7
	§ 2699.....	13, 21
	§ 2775.....	7
	§ 2802.....	7
	TREATISES	
	4 Newberg on Class Actions 4th (4th ed. 2002) § 11.41.....	15
	§ 11.25.....	16

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

By this unopposed motion, Carla Collins (“Plaintiff” or “Class Representative”) seeks final approval of the class and PAGA action settlement reached with National Insurance Inspection Services, Inc. (“NIIS” or “Defendant”). The Court granted preliminary approval of the proposed settlement, the terms of which are set forth in the Parties’ Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Amended Stipulation”),¹ which the Court approved on September 4, 2025.²

The proposed settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable.³ Pursuant to the notice procedure in the Amended Stipulation and as approved by the Court, the Court-approved Settlement Administrator distributed the Class Notice to the Class Members via U.S. mail.⁴ No Class Member has objected to or opted out of the settlement.⁵ The Class Members’ positive response to the settlement confirms that final settlement approval is appropriate.

The Amended Stipulation provides that, to settle the matter, Defendant must make a non-reversionary payment of \$935,500, referred to as the Maximum Settlement Amount (“MSA”).⁶ The Net Settlement Amount (“NSA”) will be distributed to all Settlement Class Members (*i.e.*, those Class Members who did not submit a valid Request for Exclusion).⁷ Class Members were

¹ See Declaration of Eric A. Grover submitted in support of this Motion (“Grover Decl.”), Ex. 1 (the Amended Stipulation). All “Ex.” references are exhibits to the Grover Declaration unless otherwise stated. All capitalized terms shall have the same meaning as set forth in the Amended Stipulation unless otherwise noted.

² Ex. 2 (the Court’s September 4, 2025 Ruling re: Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Ruling”)); Ex. 3 (the Court’s September 4, 2025 Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement). Exhibits 2 and 3 are referred to collectively as the “Preliminary Approval Order” when appropriate.

³ See Ex. 1; *see also*, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

⁴ Declaration of Taylor Mitzner on behalf of Phoenix Settlement Administrators (“Phoenix”) filed with this brief, (“Phoenix Decl.”) at ¶ 5; *see also*, Ex. 2 (Preliminary Approval Ruling) at pp. 8-9, § E.

⁵ Phoenix Decl. at ¶¶ 7-9; Grover Decl. at ¶ 35.

⁶ Ex. 1 at §§ I.V, III.A, III.M; Grover Decl. at ¶ 39.

⁷ Ex. 1 at § III.M.2.a; *see also*, §§ I.H, I.S, I.W, I.QQ.

not required to submit claim forms to participate in the settlement.⁸ Each Settlement Class Member will receive an Individual Settlement Payment based on the ratio of his or her number of Qualified Inspections by the total number of Qualified Inspections for the entire Settlement Class, according to the formula set forth in the Amended Stipulation.⁹ Because no Class Member opted out of the settlement, 579 Settlement Class Members will receive Individual Settlement Payments averaging \$877.80.¹⁰

Because the settlement achieves excellent results for the Settlement Class, Plaintiff respectfully requests, without opposition from Defendant, that the Court approve the settlement as fair, adequate, and reasonable, and enter judgment.

II. PROCEDURAL BACKGROUND AND SUMMARY OF CLAIMS

On April 22, 2020, Plaintiff filed the putative class action complaint in Los Angeles County Superior Court. Plaintiff filed the operative First Amended Complaint filed on June 24, 2020. Plaintiff brought the action on behalf of herself and a class of individuals classified by Defendant as independent contractors who work or worked for Defendant in California as real property inspectors on or after April 22, 2016. Plaintiff alleged that Defendant misclassified Class Members to avoid its obligations to employees under California law. Plaintiff alleged claims for unpaid wages, unpaid overtime, missed meal periods and rest breaks, inaccurate wage statements, untimely pay, untimely termination pay, and unreimbursed business expenses. Plaintiff asserted that Defendant's practices and policies violated Labor Code §§ 201-203, 221, 224, 226(a), 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775(b)(1) and 2802 and related provisions of IWC Wage Order 4, and Business & Professions Code §§ 17200, *et seq.*¹¹ Plaintiff also alleged related representative PAGA claims based on the Labor Code violations just mentioned as well as violations of §§ 204, 226.8 and 432.5.¹²

⁸ Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 10.

⁹ Ex. 1 at § III.M.2.a.1; *see also*, §§ I.S, I.EE, I.II, I.QQ.

¹⁰ Grover Decl. at ¶¶ 40-41 (\$508,244.91 Net Settlement Amount/579 Settlement Class Members = \$877.80); Phoenix Decl. at ¶¶ 11-12; Ex. 1 at § III.M.2.a, *see also*, §§ I.S, I.W, I.QQ.

¹¹ Grover Decl. at ¶ 6. The FAC alleges that Defendant violated § 2750.3 but that statute has been repealed and replaced with § 2775.

¹² Grover Decl. at ¶ 12.

1 There has been extensive discovery and motion practice in this action. The Parties engaged
2 in formal discovery, which included depositions, written discovery and document production.¹³

3 On August 8, 2023, the Court conditionally granted class certification subject to Plaintiff
4 submitting an updated trial plan addressing certain issues.¹⁴ The Parties agreed to continue the
5 supplemental briefing schedule to engage in mediation. When that mediation was unsuccessful, the
6 Court issued its unconditional class certification order on January 12, 2024.¹⁵

7 The certified Class is defined as “All individuals who work or have worked for National
8 Insurance Inspection Services, Inc. in California who are or were classified as independent
9 contractors at any time between April 22, 2016 and May 30, 2024.”¹⁶ The Court also certified
10 subclasses for each category of claims.¹⁷

11 Prior to certification, Defendant obtained individual release agreements from 29 real
12 property inspectors who would have otherwise been Class Members. Defendant paid \$500 to each
13 of those 29 releasees, for a total of \$14,500.¹⁸

14 Defendant has denied all the allegations in their entirety. To date, no court has made any
15 findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted
16 improperly or in violation of any state law, rule or regulation, with respect to the issues presented
17 in the litigation.¹⁹

18 After the Parties had conducted considerable formal discovery and the Class had been
19 certified, the next step was to proceed with the three-phase trial. At that point, the Parties revisited
20 the possibility of settlement. To that end, the Parties participated in what was their third formal
21 mediation session on January 22, 2025; this time with Brandon McKelvey, Esq., a highly regarded
22 mediator with extensive experience mediating wage and hour class actions. With Mr. McKelvey’s
23 assistance, the Parties were able to resolve the case at the third mediation.²⁰ The mediated

24 ¹³ Grover Decl. at ¶ 7.

25 ¹⁴ Ex. 6 (Final Rulings/Orders re: Motion for Class Certification dated Aug. 8, 2023).

26 ¹⁵ Ex. 7 (Class Cert. Order).

27 ¹⁶ Ex. 7 (Class Cert. Order at 1).

28 ¹⁷ Ex. 7 (Class Cert. Order at 1-2).

¹⁸ Grover Decl. at ¶ 10.

¹⁹ Ex. 1 at § II.D.

²⁰ Ex. 1 at § II.B; Grover Decl. at ¶ 20.

negotiations resulted in the Parties reaching an agreement to settle the entire action, subject to the Court's approval.²¹ The terms of the Parties' settlement at that time were set forth in the initial Joint Stipulation of Class and PAGA Action Settlement and Release of Claims. As discussed below, the Parties subsequently revised the initial stipulation to address issues and concerns raised by the Court.²² All terms of the Parties' settlement are set forth in the Amended Stipulation.²³

At the time the final settlement was reached, Defendant had provided relevant documents and information, including:

- (A) The number of Class Members:
 - o There were approximately 569 Class Members.
- (B) The number of days on which Class Members performed at least one Qualified Inspection during the Class Period:
 - o Class Members performed Qualified Inspections on approximately 61,672 days during the Class Period.
- (C) The total pay periods during the PAGA Period:
 - o Real Property Inspectors worked approximately 18,800 pay periods during the PAGA Period.²⁴

On April 18, 2025, Plaintiff moved for preliminary approval of the proposed settlement, including the initial stipulation.²⁵

On July 10, 2025, the Court issued an order highlighting specific issues regarding the settlement terms and directed the Parties to address them in supplemental briefing.²⁶ The Court continued the preliminary approval hearing to September 4, 2025.²⁷

Plaintiff and Defendant revised the terms of the settlement to address the Court's concerns.²⁸ On August 7, 2025, Plaintiff submitted the requested supplemental briefing explaining the Parties' revisions to the settlement terms and the Amended Stipulation for the Court's

²¹ *Id.*

²² *Id.* at ¶ 20.

²³ Grover Decl. at ¶ 20; *see generally*, Ex. 1.

²⁴ Grover Decl. at ¶ 21.

²⁵ *Id.* at ¶ 22.

²⁶ Grover Decl. at ¶ 23; Ex. 4 (July 10, 2025 Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement); Ex. 5 (Motion for Preliminary Approval of Class Action Settlement Checklist Order).

²⁷ Ex. 4.

²⁸ Grover Decl. at ¶ 24.

preliminary approval.²⁹

III. THE PRELIMINARY APPROVAL AND NOTICE PROCESS

On September 4, 2025, the Court granted preliminary approval of the proposed class action and PAGA action settlement, the terms of which are set forth in the Amended Stipulation.³⁰ In granting preliminary approval, the Court found that the settlement appeared to be within the range of reasonableness of settlements that could ultimately be given final approval and implicitly found Class Counsel's proffered arguments and explanations supporting the Settlement to be reasonable.³¹ The Court also approved the distribution of the Class Notice to the Class Members.³²

In accordance with the Preliminary Approval Order, Defendant provided the Class Data to Phoenix on September 23, 2025.³³ The Class Data identified 579 current and former inspectors who meet the class definition, their contact information, and the number of Qualified Inspections and Qualified Pay Periods that each worked during the Class Period.³⁴ The Class Members performed a total of 532,427 Qualified Inspections.³⁵ Defendant also provided Phoenix with data and contact information for the Aggrieved Individuals for PAGA purposes, identifying 539 Aggrieved Individuals who worked a total of 16,972 Qualified Pay Periods.³⁶

On October 7, 2025, Phoenix mailed the Class Notice to a total of 707 individuals who qualified as a Class Member, Aggrieved Individual, or both.³⁷ No Notices were returned by the Post Office as undeliverable. Phoenix successfully mailed 707 of the 707 Notices; a 100% success.³⁸

Class Members did not have to file a claim to participate in the settlement.³⁹ All Class Members had 45 days from the date that Phoenix mailed the Class Notice to opt out of or object to

²⁹ Grover Decl. at ¶ 24, Ex. 1 (Amended Stipulation).

³⁰ Ex. 2 and Ex. 3; *see* Grover Decl. at ¶ 25.

³¹ *See* Ex. 2 at pp 5-6.

³² Ex. 2 and Ex. 3.

³³ Phoenix Decl. at ¶ 3.

³⁴ *Id.*

³⁵ *Id.* at ¶ 10.

³⁶ *Id.* at ¶ 11. All except 128 Aggrieved Individuals are Class Members. *Id.* at ¶ 5.

³⁷ Phoenix Decl. at ¶ 5; Grover Decl. at ¶ 33.

³⁸ Phoenix Decl. at ¶¶ 5-6; Grover Decl. at ¶ 34.

³⁹ Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 37.

1 the settlement.⁴⁰ Thus, the deadline for Class Members to opt out or object was November 21,
2 2025.⁴¹ Phoenix received no objections, timely or late.⁴² Phoenix received no opt-outs, timely or
3 late.⁴³ Class Counsel received no opt outs or objections, timely or late.⁴⁴

4 The Class Notice provided Class Members with information on how to dispute the number
5 of Qualified Inspections stated on their individualized Class Notice.⁴⁵ No disputes were received,
6 timely or late.⁴⁶

7 **IV. SUMMARY OF SETTLEMENT TERMS**

8 **A. The Settlement Class**

9 As set forth in the Preliminary Approval Order, the settlement Class is defined as:

10 All individuals classified as independent contractors by Defendant who
11 performed inspections in California as real property inspectors at any time
12 between April 22, 2016 and May 30, 2024, inclusive who have not signed release
agreements that cover the entire Class Period or opt-ed out of the Action.⁴⁷

13 The settlement class definition is substantively the same as the certified Class definition.⁴⁸ The
14 Class Period – which matches the class period from the Class Certification Order -- is the period
15 from and including April 22, 2016 through May 30, 2024.⁴⁹ In this brief, the proposed settlement
16 class members are referred to as the “Class Members.”

17 For the PAGA claims, the “Aggrieved Individuals” are “all current and former real property
18 inspectors who contracted with Defendant in California at any time or times during the PAGA
19 Period.”⁵⁰ The PAGA Period is the period from and including April 16, 2019 through January 22,

22 ⁴⁰ Ex. 1 at §§ I.NN, III.L.7.a. and III.L.8.a.

23 ⁴¹ Phoenix Decl. at ¶¶ 7-9; Grover Decl. at ¶ 35.

24 ⁴² Phoenix Decl. at ¶¶ 7-9.

25 ⁴³ *Id.*

26 ⁴⁴ Grover Decl. at ¶35.

27 ⁴⁵ Ex. 1 at § III.L.5.

28 ⁴⁶ Phoenix Decl. at ¶ 9; Grover Decl. at ¶ 36.

⁴⁷ Ex. 2 at pp. 2-3; *see* Ex. 1 at § I.H; Grover Decl. at ¶ 28.

⁴⁸ Ex. A at § I.H; *see* Ex. 7 (Class Cert. Order at 1).

⁴⁹ Ex. A at § I.I; *see* Ex. 7 (Class Cert. Order at 1); *see also*, Grover Decl. at ¶ 28.

⁵⁰ Ex. 2 at p.3; *see* Ex. 1 at § I.C; Grover Decl. at ¶ 29.

2025.⁵¹ There are 539 Aggrieved Individuals.⁵² All but 128 are also Class Members.⁵³

B. Benefits to the Class

The settlement is a good compromise for the alleged damages of absent Class Members. The settlement provides that Defendant will pay a Maximum Settlement Amount of \$935,500 to resolve the claims covered by the settlement.⁵⁴ After subtracting the Class Representative Incentive Award/General Release Payment (estimated to be \$10,000), the Class Counsel Award (estimated to be \$311,833.33 in fees and no more than \$70,421.76 in costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at no more than \$10,000) from the Maximum Settlement Amount, the resulting Net Settlement Amount is an estimated \$508,244.91.⁵⁵ The NSA will be distributed to all Settlement Class Members, *i.e.*, all Class Members who do not timely opt out, based on the formula set forth in the Amended Stipulation, summarized below.⁵⁶ There is no reversion of the MSA to Defendant.⁵⁷

The Amended Stipulation provides that the NSA will be distributed proportionally based on the number of Qualified Inspections each Settlement Class Member performed during the Class Period.⁵⁸ Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Inspections by the total number of Qualified Inspections for the entire Settlement Class, which is that person's Payment Ratio.⁵⁹ The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member's Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.⁶⁰ Settlement Class Members were not required to submit a claim to receive an Individual Settlement Payment.⁶¹

Because no Class Member opted out, the average Individual Settlement Payment will be

⁵¹ Ex. 2 at p.3, Ex. 3 at p. 1; *see* Ex. 1 at § I.AA; Grover Decl. at ¶ 29.

⁵² Ex. 1 at §§ I.C, I.H; Grover Decl. at ¶ 29.

⁵³ *Id.*

⁵⁴ Ex. 1 at §§ I.V, III.M; Grover Decl. at ¶ 39.

⁵⁵ Ex. 1 at § I.W; Grover Decl. at ¶ 40.

⁵⁶ Ex. 1 at § III.M.2.a; *see also*, §§ I.H, I.S, I.W, I.QQ; Grover Decl. at ¶ 41.

⁵⁷ Ex. 1 at § III.M; *see also*, § I.V.

⁵⁸ Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.II, I.QQ; Grover Decl. at ¶ 41.

⁵⁹ Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.EE, I.QQ.

⁶⁰ Ex. 1 at § III.M.2.a; *see also*, §§ I.S, I.EE.

⁶¹ Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 35.

1 approximately \$877.80 (\$508,244.91/579).⁶² While the final number of 535,427 Qualified
2 Inspections is larger than the 430,882 Qualified Inspections provided in Plaintiff's preliminary
3 approval papers, the Class members have unanimously approved the settlement.⁶³ There is not a
4 single opt-out or objection. The absolute lack of objections and opt-outs speaks volumes about the
5 fairness, reasonableness and adequacy of this settlement.⁶⁴ Each class member will receive, on
6 average, a gross settlement payment of \$877.80. This is a substantial benefit in relation to the
7 claimed harm and justifies the final approval of the settlement.⁶⁵

8 **C. Benefits to the Aggrieved Individuals and the State**

9 The Parties have agreed to allocate \$25,000 of the MSA to settle the PAGA claims, referred
10 to as the PAGA Payment.⁶⁶ Labor Code § 2699(i) requires that the LWDA receive 75% (\$18,750)
11 of the PAGA settlement amount and Aggrieved Individuals receive 25% (\$6,250).⁶⁷

12 To distribute the 25% allocated to the Aggrieved Individuals, the Settlement Administrator
13 will distribute Individual PAGA Payments according to the formula set forth in the Settlement
14 Agreement.⁶⁸ The Settlement Administrator will divide the respective Qualified Pay Periods for
15 each Aggrieved Individual by the total Qualified Pay Periods for all Aggrieved Individuals,
16 resulting in the Payment Ratio for each Aggrieved Individual.⁶⁹ Each Aggrieved Individual's
17 Payment Ratio then will be multiplied by the \$6,250 portion of the PAGA Payment allocated to the
18 Aggrieved Individuals to calculate each Individual PAGA Payment.⁷⁰

19 All Individual Settlement Payment settlement checks will be valid for 180 calendar days
20 from the date of issuance.⁷¹ The Settlement Administrator will send a postcard reminder to
21

22 ⁶² Grover Decl. at ¶¶ 41, 44; Phoenix Decl. at ¶¶ 7, 11; *see* Ex. 1 at § I.S, I.W, I.QQ, III.M.2.a.

23 ⁶³ Grover Decl. at ¶ 44.

24 ⁶⁴ *Id.*

25 ⁶⁵ *Id.*

26 ⁶⁶ Lab. Code § 2699(f); Ex. 1 at §§ I.Z, III.M.5.

27 ⁶⁷ Lab. Code § 2699(i); *see* Ex. 1 at § I.Z.

28 ⁶⁸ Ex. 1 at § III.M.2.b; *see* §§ I.C, I.R.

⁶⁹ Ex. 1 at § III.M.2.b; *see also*, §§ I.R, I.Z, I.DD, I.JJ; Grover Decl. at ¶ 42. Qualified Pay Periods are all pay periods (as reflected in Defendant's records) during which one or more Aggrieved Individual performed work for Defendant in California during the PAGA Period. Ex. 1 at § I.JJ.

⁷⁰ Ex. 1 at § III.M.2.b; *see also*, §§ I.C, I.R, I.Z, I.DD; Grover Decl. at ¶ 42.

⁷¹ Ex. 1 at § III.M.2.e; Grover Decl. at ¶ 49.

Settlement Class Members 30 days before the check void date.⁷² The settlement provides that, after the check void date and with Court approval, the Settlement Administrator will send any funds from uncashed checks to St. Jude's Children's Research Hospital.⁷³

V. LEGAL ANALYSIS

When deciding whether to grant final approval of a class-action settlement, California courts ensure that notice was given consistent with the preliminary approval and then examine whether the settlement is fair, adequate and reasonable. Here, the notice given was consistent with the Court's Preliminary Approval Order.⁷⁴ The response of Class Members confirms the Court's preliminary determination that the settlement is fair, adequate and reasonable.

A. The notice procedure was adequate and reasonable.

California law vests the Court with broad discretion in fashioning an appropriate notice program.⁷⁵ To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement.⁷⁶ The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement.⁷⁷

The Class Notice, which was approved by the Court, met these requirements: it identified the Parties and described the lawsuit, the Class, the settlement amount, the proposed method for distribution of the MSA, the proposed amount of the incentive award payment to the named Plaintiff, and the requested amount for attorneys' fees and costs.⁷⁸ The Class Notice described the proposed settlement with enough specificity to allow Class Members to make an informed choice whether to opt-out or object and how and when they could do so. Finally, the Class Notice provided

⁷² Ex. 1 at § III.K.

⁷³ Ex. 1 at § III.M.2.e; Grover Decl. at ¶ 49; Ex. 2 (Preliminary Approval Ruling) at p. 4.

⁷⁴ Phoenix Decl. at ¶¶ 3-5, Ex. A (Notice); see Ex. 2 at p. 4.

⁷⁵ See Cal. Civ. Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74.

⁷⁶ *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 (individual notice must be sent to all class members who can be identified through reasonable efforts).

⁷⁷ See *Mullane v. Cent. Hanover Bank & Trust Co.* (1950) 339 U.S. 306; *Philadelphia Housing Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378.

⁷⁸ See Phoenix Decl. at ¶ 5, Ex. A.

the schedule for the hearing on final approval of the settlement and informed Class Members how to obtain additional information about the settlement.⁷⁹

The California Supreme Court has held that notice is appropriate if it has a “reasonable chance of reaching a substantial percentage of the class members ...”⁸⁰ Notice must be reasonable under the circumstances.⁸¹ In this case, the Class Notice was successfully mailed to 707 out of 707 individuals who qualified as Class Members, Aggrieved Individuals, or both.⁸² The Class Notice was reasonable and adequate.

B. Final settlement approval is appropriate.

The settlement is fair, adequate, and reasonable because it provides substantial benefits to Class Members. The fairness, adequacy, and reasonableness of the settlement are illustrated by the fact that not one of the 579 Class Members opted out or objected to the settlement.⁸³ Under the legal standards used by California courts to determine whether class action settlements should be approved, this settlement warrants approval.

1. The three-step approval process

The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.⁸⁴ “Where complex class action litigation is concerned,” there exists a “strong judicial policy that favors settlements.”⁸⁵ A class action, however, may not be dismissed, compromised, or settled without the approval of the court.⁸⁶ Judicial proceedings under Federal Rule of Civil Procedure Rule 23 have led to a defined procedure and specific criteria for settlement approval in class action

⁷⁹ *Id.*

⁸⁰ *Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861, citing *Cartt, supra*, 50 Cal.App.3d at 974.

⁸¹ *Mullane, supra*, 339 U.S. at 314.

⁸² Phoenix Decl. at ¶ 5.

⁸³ Phoenix Decl. at ¶¶ 7-8; Grover Decl. at ¶ 35.

⁸⁴ See e.g., 4 *Newberg on Class Actions* 4th (4th ed. 2002) § 11.41 (and cases cited therein); *Campbell v. Facebook, Inc.* (9th Cir. 2020) 951 F.3d 1106, 1120-21 (internal quotes omitted); *In re Hyundai & Kia Fuel Econ. Litig.* (9th Cir. 2019) 926 F.3d 539, 556 (en banc); *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.

⁸⁵ *Campbell, supra*, 951 F.3d at 1120-21, quoting *In re Hyundai*, 926 F.3d at 556.

⁸⁶ Cal. Rule of Court 3.769; Fed. R. Civ. Proc. 23(e).

1 settlements, described in the Federal Judicial Center, Manual for Complex Litigation, Fourth (4th
2 ed. 2004) (“Manual”) § 21.632, *et seq.*⁸⁷ The Manual’s settlement approval procedure describes
3 three distinct steps:

- 4 (1) Preliminary approval of the proposed settlement at an informal hearing;
- 5 (2) Dissemination of mailed and/or published notice of the settlement to all
6 affected Class members; and
- 7 (3) A “formal fairness hearing,” or final settlement approval hearing.⁸⁸

8 The first two steps of this process are now complete. The first step was completed when
9 the Court granted preliminary approval.⁸⁹ In doing so, the Court determined that the settlement
10 was within the range of possible final approval and that notice to the Class Members of the
11 settlement’s terms and of the scheduling of the formal fairness hearing should be distributed.⁹⁰

12 The second step in the class action settlement approval process, the dissemination of the
13 Class Notice, is complete as well.⁹¹ The third and last step in the class action settlement approval
14 process is the final approval hearing at which the Court shall determine whether the settlement is
15 fair, adequate, and reasonable. At the final approval hearing, scheduled for January 22, 2026, Class
16 Members will have the opportunity to be heard regarding the settlement, and Class Counsel will
17 present evidence and argument in support of the settlement.⁹²

18 2. The terms of the settlement disclose no grounds to doubt its fairness.

19 Under Code of Civil Procedure § 382, a court inquires whether the settlement is “fair,
20 adequate, and reasonable.”⁹³ A preliminary review of the terms of the proposed settlement shows
21 that it is fair. During this litigation, the Parties have engaged in significant investigation into the
22

23 ⁸⁷ “California courts may look to federal authority for guidance on matters involving class action
24 procedures.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1392.

25 ⁸⁸ Manual, § 21.632-34.

26 ⁸⁹ Exs. 2 and 3.

27 ⁹⁰ Exs. 2 and 3. *See Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 234-35, overruled on
28 other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-70; 4
Newberg, *supra*, § 11.25.

⁹¹ Phoenix Decl. at ¶¶ 3-6, Ex. A (Notice) *See also*, Cal. C.C.P. § 382.

⁹² *See Manual*, § 21.634.

⁹³ *See Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*, 48 Cal.App.4th at 1801.

1 factual and legal claims presented in the complaint. Defendant and Plaintiff exchanged a
2 considerable amount of information and documentation and further apprised each other of their
3 respective factual contentions, legal theories, and defenses.⁹⁴ Moreover, during the information
4 exchange, the Parties have engaged in extensive good faith, arms-length negotiations aimed at
5 settling their disputes.⁹⁵

6 The settlement reached by the Parties provides monetary payments to Class Members. The
7 presumption of fairness and adequacy is especially appropriate here because the reaction of Class
8 Members has been overwhelmingly positive – not a single person has objected or opted out of the
9 settlement.⁹⁶ Accordingly, because the four circumstances identified in *Dunk* are present here, it is
10 appropriate for the Court to presume that the settlement is worthy of final approval.⁹⁷

11 3. Each of the relevant criteria supports final approval of the settlement.

12 In deciding whether to grant final approval to a class action settlement, California courts
13 consider several factors, including the following: (1) the value of the settlement; (2) the complexity,
14 expense, and likely duration of the litigation in the absence of settlement; (3) the extent of discovery
15 completed and the stage of the proceedings when settlement was reached; (4) the experience and
16 views of class counsel; and (5) the reaction of class members.⁹⁸ As described below, each of these
17 criteria supports final approval of the settlement.

18 **a) The value of the settlement favors final approval.**

19 The settlement provides a good result for Class Members in terms of a cash settlement
20 payable in a single payment. The amounts to be paid are not nominal or symbolic.

21 With no Class Member having opted out, 579 Settlement Class Members will receive
22 Individual Settlement Payments from the NSA.⁹⁹ Each of the Settlement Class Members will
23 receive, on average, a gross settlement payment of \$877.80.¹⁰⁰ The highest gross Individual

24 ⁹⁴ Grover Decl. at ¶¶ 13-18.

25 ⁹⁵ *Id.* at ¶ 18.

26 ⁹⁶ Phoenix Decl. at ¶¶ 7-9; Grover Decl. at ¶¶ 35, 48.

27 ⁹⁷ *See Dunk, supra*, 48 Cal.App.4th at 1802; *see also, Kullar, supra*, 168 Cal.App.4th at 129-30.

28 ⁹⁸ *See Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*, 48 Cal.App.4th at 1801.

⁹⁹ Ex. 1 at § III.M.2.a; *see also*, § I.S, I.W, I.EE, I.QQ; Phoenix Decl. at ¶¶ 7, 10; Grover Decl. at ¶ 41.

¹⁰⁰ Phoenix Decl. at ¶¶ 11-12; Grover Decl. at ¶ 41.

Settlement Payment is approximately \$33,051.14 and the lowest is \$25.00.¹⁰¹ This a substantial benefit in relation to the claimed harm and justifies the final approval of the settlement.

b) The risk, complexity, expense, and likely duration of continued litigation weigh in favor of final approval.

Courts also consider the risk, expense, and duration of the litigation in the absence of settlement.¹⁰² In applying this factor, a court should weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial.¹⁰³

The risks of continued litigation are substantial. Of particular relevance to the proposed settlement's reasonableness is the fact that Defendant has legal and factual grounds for defending this action. Defendant asserts, for example, that it has always complied with the California Labor Code, the California Wage Orders, and all applicable California state law

Further, recent California Supreme Court case law has interpreted the "good faith" defense in a manner that makes it more difficult for employees to obtain certain penalties, including Labor Code § 203 waiting time penalties.¹⁰⁴ *Naranjo II* found that, if an employer who reasonably believes that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or intentional misconduct.¹⁰⁵ In other words, *Naranjo II* approved a relatively low bar for establishing a good faith defense to avoid Labor Code § 203 penalties.¹⁰⁶ Defendant also has contended that Plaintiff would lose a contested decertification motion.¹⁰⁷

Employment class actions are expensive and time-consuming to prosecute. Continued

¹⁰¹ Phoenix Decl. at ¶ 12.

¹⁰² See *Dunk, supra*, 48 Cal.App.4th at 1801; *Briseño v. Henderson* (9th Cir. 2021) 998 F.3d 1014, 1023-24.

¹⁰³ See *Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433.

¹⁰⁴ *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 ("*Naranjo II*"). Although the Court addressed whether a good faith defense exists for the "knowing and intentional" requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the "willfulness" requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

¹⁰⁵ *Id.* at 1077-81.

¹⁰⁶ *Id.* at 1078 ("[s]o long as no other evidence suggests the employer acted in bad faith, presentation of a good faith defense, based in law or fact, will negate a finding of willfulness," quoting *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204 and citing other cases); see also, Grover Decl. at ¶ 46.

¹⁰⁷ Grover Decl. at ¶ 46.

litigation of this action against Defendant would likely be complex and expensive due to the nature of the claims. Plaintiff faced significant uncertainty and risk, both in not prevailing on the merits and in decertification, as explained above. In contrast, the settlement ensures timely relief and a substantial and risk-free recovery for the settlement Class.¹⁰⁸

Further, if the Court were to grant a decertification motion, Class Members would be left without a group remedy for their claims. The other issues presented here would need to be litigated individually in Superior Courts in a piecemeal, costly, and time-consuming fashion.

c) Disclosure of documents and data demonstrating the strengths and weaknesses of this action was completed prior to entering into the settlement.

The extent of discovery that has been completed and the stage of the litigation are factors that courts consider in determining the fairness of a settlement.¹⁰⁹ As noted above, formal and informal class discovery took place between the Parties in which Defendant and Plaintiff exchanged a considerable amount of relevant information.¹¹⁰ The information exchanged through discovery enabled Plaintiff to evaluate the strengths, weaknesses and risks of the class claims and defenses and to negotiate a fair, reasonable, and adequate settlement.¹¹¹

d) The experience and views of counsel favors final approval.

Class Counsel supports the settlement as fair, adequate, reasonable, and in the best interests of the Class as a whole.¹¹² The endorsement of qualified and well-informed counsel of the settlement as fair is entitled to significant weight.¹¹³

e) Class Members' positive reaction to the settlement favors final approval.

Finally, courts look at the reaction of class members to determine if a settlement that directly affects their interests should be approved as fair, adequate, and reasonable. Of great importance is

¹⁰⁸ Grover Decl. at ¶¶ 45-47.

¹⁰⁹ See *Dunk, supra*, 48 Cal.App.4th at 1801.

¹¹⁰ Grover Decl. at ¶ 13-18.

¹¹¹ *Id.*

¹¹² Grover Decl. at ¶¶ 38-48.

¹¹³ See *Dunk, supra*, 48 Cal.App.4th at 1802; *In re Omnivision Techs.* (N.D. Cal. 2007) 559 F. Supp. 2d 1036, 1043 ("The recommendations of plaintiffs' counsel should be given a presumption of reasonableness." (internal quotations and citation omitted)).

the fact that no Class Member objected to or opted-out of the Settlement.¹¹⁴ In light of such a positive reaction by the Class Members, the Court should construe the overwhelming non-opposition to the settlement as a strong indication of the Class Members' support for the settlement as fair, adequate, and reasonable.

4. The Court does not need to revisit the class certification determination.

As the Court found at the preliminary approval stage, the Settlement Class should be conditionally certified for settlement purposes.¹¹⁵ The Court does not need to revisit the Class Certification Order certifying the class because "no facts that would affect the Court's reasoning have changed."¹¹⁶ Importantly, the proposed settlement provides relief for the same persons as the certified class.¹¹⁷ The Parties agreed that, for the purpose of settlement, the Class Members are defined – substantively similar to the Class Certification Order – as all individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive, who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action.¹¹⁸ The Class definition used in the Settlement does not expand the scope of the certified Class at all.¹¹⁹

Since the Court certified the class, the Class Representative, who is Plaintiff Collins, has continued to prosecute vigorously the claims on behalf of the certified class and thus, no new facts should affect her appointment as settlement Class Representative. The settlement also provides that the settlement Class should be represented by current Class Counsel Eric A. Grover and Robert W. Spencer of Keller Grover LLP and no new facts affect that provision. Thus, the Court should conditionally certify the proposed Class solely for settlement purposes

¹¹⁴ Phoenix Decl. at ¶¶ 7-8; Grover Decl. at ¶ 35.

¹¹⁵ Ex. 2 at pp.7-8, § D.

¹¹⁶ See e.g., *Ang v. Bimbo Bakeries USA, Inc.* (N.D. Cal. April 28, 2020) 2020 U.S. Dist. LEXIS 74775, at *11; *Dickey v. Advanced Micro Devices, Inc.* (N.D. Cal. Oct. 4, 2019) 2019 U.S. Dist. LEXIS 172924, at *8; *Mendez v. C-Two Grp. Inc.* (N.D. Cal. Mar. 27, 2017) 2017 U.S. Dist. LEXIS 44817, at *8.

¹¹⁷ See e.g., *Mendez, supra*, 2017 U.S. Dist. LEXIS 44817, at *5, 8.

¹¹⁸ Ex. 1 at § I.H.

¹¹⁹ Grover Decl. at ¶ 28.

C. The PAGA settlement warrants approval.

Labor Code § 2699(l)(2) requires that the court review and approve any PAGA settlement. Class action requirements do not apply to PAGA actions.¹²⁰ For all of the reasons stated above, the settlement is fair, reasonable and adequate, and should be approved. As part of the settlement, Defendant has agreed to pay \$25,000 to settle the PAGA penalty claims, of which a payment of \$18,750 will go to the LWDA for education and enforcement purposes.¹²¹

The circumstances of the settlement, rather than the amount allocated to PAGA claims, determine whether a PAGA settlement is appropriate.¹²² In *Nordstrom Com'n Cases*, the state appellate court held that the court can approve a settlement even when the parties did not allocate any dollars to the PAGA claims.¹²³ Here, Plaintiff believes that the agreed upon allocation between PAGA and direct Class Member payments is appropriate and request that the Court approve this portion of the Settlement.

“PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”¹²⁴ To offer as much information as reasonably possible, the Parties agreed to provide individualized information in the Class Notice regarding each Aggrieved Individual’s estimated Individual PAGA Payment.¹²⁵ If the Court grants final approval of the Settlement, all of the Aggrieved Individuals will receive Individual PAGA Payments.¹²⁶

Plaintiff therefore seeks the Court’s approval of the PAGA portion of the Settlement, including the \$25,000 PAGA Payment, the distribution plan for the PAGA Payment, and the PAGA Release.¹²⁷

¹²⁰ *Arias v. Superior Court* (2009) 46 Cal.4th 969, 974.

¹²¹ Ex. 1 at §§ I.R, III.M.5; Lab. Code § 2699(i).

¹²² *Nordstrom Com'n Cases* (2010) 186 Cal.App.4th 576, 589.

¹²³ *Id.*

¹²⁴ *See e.g., Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 (“PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

¹²⁵ *See* Ex. 1 at §§ I.R, III.L.2.b; Phoenix Decl. Ex. B (Class Notice).

¹²⁶ *See* Ex. 1 at §§ I.R, III.M.5.

¹²⁷ Ex. 1 at §§ III.D, III.M.5 *see also*, §§ I.R, I.Z, I.AA, I.BB, I.DD.

VI. CONCLUSION

For the foregoing reasons, Plaintiff requests that the Court grant final approval of this settlement. A [Proposed] Order Granting Motions for Final Approval and Award of Reasonable Attorneys' Fees and Costs, Class Representative Incentive Award/General Release Payment, and Settlement Administration Fees and Judgment is submitted herewith.

Respectfully submitted,

Dated: December 22, 2025

KELLER GROVER LLP

By:



ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff and Class Counsel

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **December 22, 2025** in the case *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

on the interested party(ies) below, using the following means:

Jeffrey McClure, Esq. Anne Kelson Hummel, Esq. DAVENPORT GERSTNER & MCCLURE, APC 2540 Camino Diablo, Suite 200 Walnut Creek California 94597 jeff@laborcounsel.com akh@laborcounsel.com	<i>Attorneys for Defendant</i> NATIONAL INSURANCE INSPECTION SERVICES, INC.
--	---

☒	(BY ELECTRONIC SERVICE- Case Anywhere) by submitting an electronic version of the documents through the user interface at www.caseanywhere.com and by emailing a word version of the document to the above referenced email addresses.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ