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

NICOLA ROMANO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SSA TERMINALS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20STCV29048

[Assigned for all purposes to the Hon. William F.
Highberger, Department 10]

**PLAINTIFF’S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: November 9, 2022
Time: 11:00 a.m.
Dept.: 10

Complaint Filed: July 30, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 9, 2022, at 11:00 a.m., or as soon
3 thereafter as the matter may be heard, before the Honorable William F. Highberger, judge
4 presiding, in Department 10 of the above referenced Court located at 312 N. Spring Street, Los
5 Angeles, California 90012, Plaintiff Nicola Romano (“Plaintiff”) will seek an Order:

- 6 (1) granting final approval to the Joint Stipulation of Class and Representative Action
7 Settlement and Release (“Agreement” or “Settlement Agreement”) in this action;
8 (2) approving distribution of the settlement funds to the Settlement Class Members
9 pursuant to the terms of the settlement;
10 (3) approving Plaintiff’s request for an award of the class representative enhancement
11 payment of \$10,000.00 to Plaintiff pursuant to the terms of the settlement;
12 (4) approving Plaintiff’s request for an award of attorneys’ fees to Class Counsel for
13 one-third of the \$250,000.00 gross settlement amount, or \$83,333.33, and
14 reimbursement of litigation costs of \$9,867.53, pursuant to the terms of the
15 settlement;
16 (5) approving Plaintiff’s request for payment of the settlement administration costs to
17 Phoenix Settlement Administrators in the amount of \$10,000.00, pursuant to the
18 terms of the settlement;
19 (6) approving Plaintiff’s request for payment to the California Labor & Workforce
20 Development Agency (“LWDA”) for \$7,500.00, pursuant to the terms of the
21 Settlement; and
22 (7) entering final judgment as to all members of the Settlement Class in this action.

23 This motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court to
25 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
26 response, as shown by the lack of objections and requests for exclusion, there is no question that
27 the settlement is fair, reasonable, and adequate, and thus should be granted final approval.

28 This motion will be based on the attached Memorandum of Points and Authorities and

1 the supporting Declarations of Larry W. Lee, Kristen M. Agnew, Nicholas Rosenthal, William
2 Marder, and Plaintiff Nicola Romano, and Taylor Mitzner of Phoenix Settlement Administrators,
3 the oral arguments of counsel (should there be any), and on the complete records and file herein.
4

5 Dated: October 18, 2022

DIVERSITY LAW GROUP, P.C.

6
7 By: 
8 Larry W. Lee
9 Kristen M. Agnew
10 Nicholas Rosenthal
11 Attorneys for Plaintiff, the Class, and Aggrieved
12 Employees
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1 **I. INTRODUCTION**

2 On July 30, 2020, Plaintiff Nicola Romano (“Plaintiff”) filed a class and representative
3 action complaint against Defendant SSA Terminals, LLC (“Defendant”) in the Superior Court of
4 the State of California for the County of Los Angeles. The Complaint asserts causes of action for
5 violation of Labor Code sections 226(a) and 2698, *et seq.*, the Private Attorneys General Act
6 (“PAGA”), predicated on Defendant’s alleged violation of Labor Code section 226(a). Plaintiff
7 seeks penalties, attorneys’ fees, and costs.

8 Plaintiff now seeks the Court’s final approval of the Joint Stipulation of Class and
9 Representative Action Settlement and Release (“Agreement” or “Settlement Agreement”). In
10 sum, the Settlement Agreement provides for a \$250,000.00 **non-reversionary** fund to be created
11 for the benefit of the Settlement Class, from which attorneys’ fees, litigation costs, enhancement
12 payment to the Plaintiff, payment to the California Labor & Workforce Development Agency
13 (“LWDA”), and costs of settlement administration are to be paid. After these deductions are
14 made, the entire net settlement fund will be paid to all Settlement Class Members who did not
15 opt-out of the Settlement (“Participating Settlement Class Members”).

16 The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval
17 Motion. This Court preliminarily approved this settlement on June 21, 2022, directing
18 distribution of class notice and scheduling the hearing for final approval of settlement (the
19 “Preliminary Approval Order”).

20 As directed by the Court, the Settlement Administrator distributed the Notice of Class
21 and Representative Action Settlement (“Notice Packet”) to 312 Class Members. Declaration of
22 Taylor Mitzner (“Mitzner Decl.”) ¶ 3. Zero (0) requests for exclusion or objections have been
23 filed. (*Id.*) As such, there is a 100% participation rate by Settlement Class Members. Thus, an
24 inference can be made that the Class supports the Court’s Preliminary Approval Order finding
25 that the Settlement Agreement is fair and reasonable.

26 In sum, in light of the settlement administration process and the results thereof, the lack
27 of any opt-outs, and the amount of class funds being paid out to the Settlement Class Members,
28 the Court should confirm its preliminary approval as this process supports the Court’s initial

1 finding that the settlement is fair and reasonable.

2 In addition to the results of the notice process, for the same reasons as set forth earlier in
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represent
4 the basic points previously covered that support approval of the settlement:

- 5 ▪ The settlement provides a total settlement sum of \$250,000.00 which is **non-**
6 **reversionary**;
- 7 ▪ The settlement is fair given that all Settlement Class Members will receive (*after*
8 *deductions for fees, costs, etc.*) on average, approximately \$411.22 per person
9 (*See Mitzner Decl. ¶ 14*);
- 10 ▪ Settlement Class Members did not need to submit claim forms to participate in the
11 settlement, but are being paid automatically;
- 12 ▪ The allocation reflects that payment of claims will be paid to all Settlement Class
13 Members on a pro-rata basis, based on the number of wage statements each
14 Settlement Class Member received during the Class Period;
- 15 ▪ Plaintiff investigated the claims at issue, including conducting formal discovery
16 and exchanges of information by Plaintiff and Defendant of class data for the
17 entire class necessary for Plaintiff to fully evaluate this case;
- 18 ▪ A highly regarded administrator, Phoenix Settlement Administrators ("Phoenix"),
19 was retained for fees of \$10,000.00; and
- 20 ▪ The LWDA will also be a beneficiary of this settlement as it will receive
21 \$7,500.00, should this settlement be granted final approval.

22 Accordingly, the Court should grant Final Approval consistent with the Preliminary
23 Approval Order.

24 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE** 25 **SETTLEMENT**

26 The notice procedures required by the Preliminary Approval Order have been followed
27 and satisfy all due process rights of Settlement Class Members. The Preliminary Approval Order
28 contemplated that the Notice Packet be sent to all Settlement Class Members by first class mail,

1 as specified in the settlement. The Preliminary Approval Order contemplated, further, that
2 Phoenix would serve as the Settlement Administrator.

3 As clearly stated in the Mitzner Declaration, notice was provided to all Settlement Class
4 Members as required by the Preliminary Approval Order. Mitzner Decl. ¶¶ 3-5. On July 21,
5 2022, the Settlement Administrator received a Settlement Class Member mailing list from
6 Defendant’s counsel that included 312 Settlement Class Members. *Id.* ¶ 3.

7 On August 4, 2022, the Settlement Administrator sent each Settlement Class Member a
8 Notice Packet via first class mail. *Id.* ¶ 5. From the date of mailing fifteen (15) Notice Packets
9 were returned due to incorrect addresses. *Id.* ¶ 6. None of the Notice Packets were returned with
10 a forwarding address. *Id.* However, for the fifteen (15) Notice Packets not returned with a
11 forwarding address, the Settlement Administrator attempted to locate a current mailing address
12 using TransUnion TLOxp, one of the most comprehensive address databases available for skip
13 tracing. *Id.* Of the fifteen (15) Notice Packets that were skip traced, fifteen (15) updated
14 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement
15 Class Members via first class mail. *Id.* As of date of this declaration, zero (0) Notice Packets are
16 considered undeliverable. *Id.* ¶ 7. Further, the Notice Packet provided Settlement Class Members
17 with Class Counsel’s contact information and information about how they could seek further
18 information regarding the settlement, leave questions for the Settlement Administrator, and
19 update their mailing address.

20 The provision of sending the Notice Packet to Settlement Class Members as described
21 above meets the requirements for the “best notice practicable” in this case as necessary to protect
22 the due process rights of class members. *See, e.g., Phillips Petroleum Co. v. Shutts*, 472 U.S.
23 797, 811-12 (1985) (provision of “best notice practicable” with description of the litigation and
24 explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156,
25 174-75 (1974) (individual notice must be sent to class members who can be identified through
26 reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)
27 (best practicable notice is that which is “reasonably calculated, under all the circumstances, to
28 apprise interested parties of the pendency of the action and afford them an opportunity to present

1 their objections”).

2 Here, the Settlement Class Members were sent a mailing regarding the settlement that
3 satisfies due process rights. The mailing described the litigation, provided an explanation of the
4 terms of the settlement, explained Settlement Class Members’ rights, allowed Settlement Class
5 Members to seek additional information with Class Counsel contact information, and explained
6 ways for Settlement Class Members to opt out or object, if so desired. As such, this constitutes
7 proper notice to the Settlement Class Members.

8 Accordingly, the Court may proceed to determine the fairness and adequacy of the
9 settlement and enter its Order granting final approval, secure in the knowledge that all absent
10 Settlement Class Members have been given the opportunity to participate fully in the claims,
11 exclusion, and the approval process.

12 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
13 **AND THUS THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

14 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

15 In order to proceed as a class, there are two requirements which must be met—
16 ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d. 695, 704
17 (1967). Under California law, there are two basic requirements which must exist to sustain a
18 class action: “[t]he first is existence of an ascertainable class, and the second is a well-defined
19 community of interest in the questions of law and fact involved.” *Vasquez v. Superior Court*, 4
20 Cal. 3d 800, 809 (1971). “The community of interest requirement embodies three factors: (1)
21 predominant common questions of law or fact; (2) class representatives with claims or defenses
22 typical of the class; and (3) class representatives who can adequately represent the class.”
23 *Richmond v. Dart Industries*, 29 Cal. 3d 462, 470 (1981).

24 **1. The Class is Ascertainable**

25 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382
26 is determined by examining “(1) class definition, (2) the size of the class, and (3) the means
27 available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*,
28 196 Cal. App. 3d 1263, 1271 (1987).

Here, the Settlement Class is defined as: “all current and former employees of Defendant represented by the International Association of Machinists and Aerospace Workers (or “IAM”, either at the local or national level) in California who received at least one wage statement from Defendant at any time from, and including, April 6, 2019 to November 1, 2020.” There are 312 individuals that comprise of the Settlement Class. Mitzner Decl. ¶ 4. This is far more than the minimum required to certify a class. Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes, supra*, 196 Cal. App. 3d at pp. 1274-75. Settlement Class Members have already been identified by Defendant and notice has been provided to all of the Settlement Class Members. Accordingly, the Settlement Class is ascertainable under Code of Civil Procedure § 382.

2. There is a Community of Interest

The “community of interest” requirement embodies three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3) class representatives who can adequately represent the class. *Richmond, supra*, 29 Cal. 3d at p. 470; *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

a. There are Predominant Common Questions of Law and Fact

“The ultimate question in every case of this type [class actions] is whether...the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous and substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.” *Lockheed Martin Corp. v. Sup. Ct.*, 29 Cal. 4th 1096, 1104-05 (2003).

Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure, violated the California Labor Code by failing to provide accurate itemized wage statements. Defendant denies that liability could be established on a class-wide basis. Defendant contends instead that liability and damages would need to be conducted on a case-by-case basis, and that Plaintiff’s legal theories lack merit.

b. Plaintiff’s Claims are Typical of the Class Claims

The purported class representative’s claim must be “typical” but not necessarily identical

1 to the claims of other class members; it is sufficient that the representative is similarly situated so
2 that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal.
3 App. 3d 27, 45 (1983). Courts look to whether class members have similar injuries, “whether the
4 action is based on conduct which is not unique to the named [p]laintiff,” and whether other class
5 members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508
6 (9th Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the
7 named representative aligns with the interests of the class.” *Id.* at p. 508.

8 Here, Plaintiff was subjected to the same policies and practices as other Settlement Class
9 Members. Plaintiff was employed by Defendant as a non-exempt, hourly-paid employee.
10 Plaintiff alleges that he, like all other Settlement Class Members, was not provided compliant
11 wage statements. Declaration of Nicola Romano (“Romano Decl.”) ¶ 3. Specifically, like other
12 members of the class, Plaintiff alleges that he received wage statements that do not identify the
13 correct total hours worked. Thus, Plaintiff’s claims are typical to those of Settlement Class
14 Members.

15 **c. Plaintiff Adequately Represented the Class**

16 The class representative, through qualified counsel, must be capable of “vigorously and
17 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
18 834, 846 (1984).

19 Here, Plaintiff does not have any interests adverse to the Settlement Class, nor have any
20 such issues been raised or presented. Romano Decl. ¶ 6. Plaintiff has taken all necessary steps to
21 represent the interests of the Settlement Class, including providing information and documents to
22 his counsel and reviewing pleadings and documents in this case. *Id.* ¶¶ 7, 8. For such reasons,
23 Plaintiff has adequately represented the Settlement Class and will continue to do so.

24 **B. Defendant’s Allegations and Unlikelihood of Class Certification**

25 Defendant asserts that individualized issues predominate in this case, including without
26 limitation, whether Defendant provided accurate wage statements in compliance with the law. In
27 any event, even assuming that a class could be certified, Defendant asserts that it has complied
28 with all laws. Based thereon, Defendant continues to maintain that it is not liable for the

1 allegations made by the Plaintiff.

2 **C. Risks, Expenses and Complexity of Further Litigation**

3 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the
4 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
5 involved in not prevailing on one or more of the causes of action or theories alleged in the
6 operative Complaint at trial, the possibility of non-certification, the possibility that the Court
7 may award only a small percentage of PAGA penalties, and the potential for any appeals. These
8 risks of class certification are compounded by the California Supreme Court's holding in *Duran*
9 *v. U.S. Bank Nat'l Ass'n*, 59 Cal. 4th 1 (2014).

10 Defendant has maintained that there is no liability. As stated above, Defendant alleges
11 that a class could not have been certified. There is always a risk that the court will not grant
12 certification of the class, wherein the class will not be entitled to any damages. Based on the
13 foregoing, there was a substantial risk that Plaintiff would not have obtained the total amount of
14 damages and/or penalties alleged, and a substantial amount of complex issues that would have
15 necessitated significant expenditure of time and expenses. Therefore, the risks, expenses, and
16 complexity of further litigation warrant granting of this motion.

17 **D. The Negotiation and Terms of the Settlement, and the Reception of the**
18 **Settlement by Class Members Strongly Support the Conclusion that the**
Settlement is Fair, Adequate, and Reasonable

19 Without reiterating the Parties' showing that the Settlement Agreement and the
20 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for
21 Preliminary Approval of Class Action Settlement, the Parties highlight several key facts. First,
22 the settlement was the product of negotiation between highly able and experienced attorneys on
23 both sides who possessed the relevant data and extensive legal research which they had carefully
24 analyzed. Declaration of Nicholas Rosenthal ("Rosenthal Decl.") ¶ 3. The Parties also
25 participated in private mediation with an experienced mediator who helped facilitate settlement
26 negotiations between the Parties. *Id.* ¶ 4. Thus, this settlement is the result of arm's length
27 negotiations, and should be granted final approval.

28 Second, the results after mailing of the Notice Packet also fully support confirmation of

1 the Court’s preliminary approval of the settlement, as evidenced by the 100% participation rate.
2 In other words, none of the Settlement Class Members submitted exclusions to the settlement or
3 filed an objection to the settlement. Mitzner Decl. ¶¶ 8, 9. In light of overwhelmingly positive
4 response to the settlement, the Court may appropriately infer that the settlement is fair, adequate,
5 and reasonable, when among other reasons, no Settlement Class Members have opted out or
6 objected to it. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992)
7 (reaction of class members to the settlement is a factor supporting approval of a class action
8 settlement.)

9 **E. Under Well-Established Legal Principles, the Court Should Grant Final**
10 **Approval of the Settlement**

11 **1. Standard of Review**

12 On a motion for final approval of a class action settlement under California Code of Civil
13 Procedure § 382 and California Rules of Court, Rule 3.769, a court’s inquiry at this juncture is
14 whether the settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv.*
15 *Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm’n*,
16 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final
17 approval, when “the interests of the class are better served by the settlement than by further
18 litigation.” *See Manual for Complex Litigation, Fourth* § 21.6 at p. 309 (Fed. Jud. Ctr., 4th ed.
19 2004) (“MCL”). The law favors settlement, particularly in class actions and other complex cases,
20 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal
21 litigation. *See* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (2008);
22 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco*
Corp., 529 F.2d 943, 950 (9th Cir. 1976).

23 Although the Court possesses “broad discretion” in determining that a proposed class
24 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
25 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
26 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and
27 adequate to all concerned parties. *See Officers for Justice, supra*, 688 F.2d at p. 625.

28 Accordingly, the Court should give due regard to what is otherwise a “private consensual

1 agreement” between the parties. *Id.*; see also *Church v. Consolidated Freightways, Inc.*, 1993
2 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379
3 (D. Ariz. 1989); *MCL* § 21.6 at p. 309 (“The judicial role in reviewing a proposed settlement is
4 critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions
5 on it. The judge cannot rewrite the agreement.”).

6 A court’s approval of a class action settlement will only be reversed for a clear abuse of
7 discretion. See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*
8 *Justice, supra*, 688 F.2d at p. 626 (reversal of class settlement “only upon a strong showing that
9 the district court’s decision was a clear abuse of discretion”); *Class Plaintiffs, supra*, 955 F.2d at
10 p. 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska*
11 *P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

12 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
13 Cal. App. 4th 1135, 1146 (2000):

14 It cannot be overemphasized that neither the trial court in approving the
15 settlement nor this Court in reviewing that approval have the right or duty to reach
16 any ultimate conclusions on the issues of fact and law which underlie the merits
17 of the dispute. It is well settled that in the judicial consideration of proposed
18 settlements, ‘the [trial] judge does not try out or attempt to decide the merits of
19 the controversy,’ [citation] and the appellate court ‘need not and should not reach
20 any dispositive conclusions on the admittedly unsettled legal issue.

18 **2. The Settlement is Presumed to Be Fair**

19 The Court should begin its analysis with the presumption that the settlement is fair and
20 should be approved:

21 [A] presumption of fairness exists where: (1) the settlement is reached through
22 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
23 counsel and the court to act intelligently; (3) counsel is experienced in similar
litigation; and (4) the percentage of objectors is small.

24 *Dunk*, 48 Cal. App. 4th at p. 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at p.
25 1146; accord, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash.*
26 *Pub Power Supply, supra*, 720 F. Supp. at p. 1387.

27 The settlement here warrants approval and carries a presumption of fairness. As
28 previously noted in the Motion for Preliminary Approval, this settlement was negotiated at arm’s

length between the Parties and their counsel and was facilitated by an experienced and neutral mediator. Rosenthal Decl. ¶¶ 4, 5.

Second, Class Counsel engaged in extensive factual investigation before settling, including conducting discovery and an extensive review and analysis of class data and information pertaining Defendant's policies and practices relevant to the class claims. Rosenthal Decl. ¶ 3. Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. Rosenthal Decl. ¶¶ 8, 9; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 2, 4; Declaration of Kristen M. Agnew ("Agnew Decl.") ¶¶ 3-8; Declaration of William L. Marder ("Marder Decl.") ¶¶ 3-7.

3. Two-Way Costs and Other Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff pursued this case without settlement and not prevail, Plaintiff would be potentially responsible for Defendant's fees and costs. Likewise, were any individual current or former employees of Defendant bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the same possibility of becoming liable to pay fees and costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees who make up the Settlement Class. Thus, this lawsuit achieves a true benefit for the Settlement Class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the Settlement Class Members will be required to pay for Defendant's litigation fees and costs. Thus, the risks undertaken by Class Counsel should be considered a significant factor by the

1 Court in its determination of final approval. The settlement provides a fair recovery to Settlement
2 Class Members and eliminates the risk of costs to Settlement Class Members or the Class
3 Representative.

4 The settlement also affords finality, avoiding significant legal and factual battles that
5 otherwise may have prevented the Settlement Class from obtaining any recovery at all. While
6 Class Counsel believe that the Settlement Class Members' claims are meritorious and can be
7 successfully litigated, counsel are experienced and fully understand the inherent risks and
8 uncertainty involved with such matters including the resolution of class certification, the
9 outcome of a potential trial, and the outcome of any appeals that would inevitably follow should
10 the Settlement Class prevail at trial. Class Counsel has also assessed the same risks in connection
11 with the current settlement. Because the settlement provides immediate and substantial relief,
12 without the attendant risks and delay of continued litigation—not to mention the threat of
13 litigation fees and costs—Class Counsel believe that the settlement warrants the Court's final
14 approval.

15 **4. The Complexity, Expense, and Likely Duration of Continued**
16 **Litigation Against Defendant Favor Final Approval**

17 Another factor considered by courts in approving a settlement is the complexity, expense,
18 and likely duration of the litigation. *See Officers for Justice, supra*, 688 F.2d at p. 625; *Girsh,*
19 *supra*, 521 F.2d at p. 157. In applying this factor, the Court must weigh the benefits of the
20 settlement against the expense and delay involved in achieving an equivalent or more favorable
21 result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

22 Here, as noted above, continued litigation could potentially have led to appeals on a
23 number of issues. On the other hand, the settlement that was reached provides all Settlement
24 Class Members—regardless of their means—with fair relief in a prompt and efficient manner.
25 Were the Court to deny final approval, the Settlement Class Members would be left without a
26 remedy as a practical matter and courts across the State would have to address the issues
27 presented here in a piecemeal, costly, and time-consuming manner. The settlement here is
28 therefore consistent with the “overriding public interest in settling and quieting litigation” that is
“particularly true in class action suits.” *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote

omitted); *see also 4 Newberg* at § 11.41. Here, this case could have potentially involved years of litigation, as evidenced by the Parties' litigation record and history in similar wage and hour cases.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. Lee Decl. ¶ 2; Agnew Decl. ¶ 2; Rosenthal Decl. ¶ 2; Marder Decl. ¶ 3. Similarly, counsel for Defendant is in favor of the settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

Class Representative Nicola Romano requests an enhancement of \$10,000.00 in accordance with the terms of the Settlement Agreement. Plaintiff met with Class Counsel and had several discussions about the case. Romano Decl. ¶¶ 4-8. Plaintiff also provided substantive information and documents regarding Defendant's policies and practices to help support the class claims alleged in this case. *Id.* Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement. In total, Plaintiff spent approximately 45 hours in the prosecution of this case. *Id.*

In addition to the invaluable services that he provided, Plaintiff took significant risks, personally, professionally, and monetarily in acting as the Class Representative, seeking benefits on behalf of the class. Romano Decl. ¶¶ 9-11. Because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff undertook the risk that he may be required to pay Defendant's fees and costs, in the event that Defendant prevailed in this action. Moreover, Plaintiff understood that an individual case would have resolved much faster than a class action and involved much less financial risk than a class action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the class. *Id.* ¶ 9. Significantly, given that future employers are

1 much less likely to hire individuals who have filed employment-related lawsuits, particularly
2 cases of this nature, Plaintiff also faced significant risk in not being able to find suitable
3 prospective employment, as a result of filing of this case against Defendant. *Id.* ¶ 10.

4 Plaintiff took these risks upon himself for the benefit of the Settlement Class. Settlement
5 Class Members did not have to file individual lawsuits and bear the risks of payment of costs if
6 they did not prevail, nor did they have to face the potential for retaliation and not getting future
7 employment had they filed a lawsuit which is a public record. These are significant benefits that
8 weigh in favor of granting the requested enhancement. Moreover, this litigation has resulted in a
9 significantly valuable benefit to the Settlement Class, and Plaintiff took on substantial risks in
10 helping Settlement Class Members obtain this financial benefit. As such, the enhancement
11 should be awarded to Plaintiff for his commitment, dedication, and risks taken for this litigation.

12 **V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

13 Class Counsel seeks a fee award calculated as one-third of the total value of the
14 settlement for the successful prosecution and resolution of this action. Recently, the California
15 Supreme Court issued its ruling regarding the award of attorney's fees in wage and hour class
16 action settlements. Under California law, the award of attorneys' fees in common fund wage and
17 hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half*
18 *Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts
19 in holding that when class action litigation establishes a monetary fund for the benefit of the
20 class members, and the trial court in its equitable powers awards class counsel a fee out of that
21 fund, the court may determine the amount of a reasonable fee by choosing an appropriate
22 percentage of the fund created"). Under the percentage of the fund method, the Court's objective
23 remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361,
24 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather than by contract, the object is
25 to set it at a level that will approximate what the market will set....The judge, in other words, is
26 trying to mimic the market in legal services").

27 An award of one-third of the fund in attorneys' fees "mimics the marketplace" as it is
28 "supported by the fact that typical contingency fee agreements provide that class counsel will

1 recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v.*
2 *Victoria Secret Stores LLC*, 2008 WL 8150856 at p. *16 n. 59 (C.D. Cal. 2008) (citing
3 Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
4 *Competitive Fees*, 81 Wash U. L. Q. 653, 659 n. 11 (Fall 2003)). Indeed, “empirical studies [that]
5 show that...fee awards in class actions average around one-third of the recovery.” *Chavez v.*
6 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

7 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3
8 percent of the fund, which is the same percentage of fee award sought in this case. *Laffitte*, 1 Cal.
9 5th at p. 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at p.
10 487. As the Court held, only when the multiplier is “extraordinarily high or low [should] the trial
11 court [] consider whether the percentage method should be adjusted so as to bring the imputed
12 multiplier within a justifiable range.” *Id.* at p. 505.

13 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3
14 percent of the common fund is consistent with, and in the range of, awards in other class action
15 lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award
16 representing one-third of the fund clearly falls within that range and is consistent with other
17 comprehensive surveys of class action settlements and fee awards. *See Fitzpatrick, An Empirical*
18 *Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833
19 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were
20 between 25 percent and 35 percent, with almost no awards more than 35 percent”); Eisenberg &
21 Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of
22 Empirical Leg. Stud. 248, 262, fn.16 (2010) (independent studies of class action litigation
23 nationwide conclude that fees representing one-third of the total recovery is consistent with
24 market rates).

25 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
26 is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
27 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
28 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Notice

1 Packet specifically notified Settlement Class Members that Class Counsel would be seeking
2 \$83,333.33 of the settlement fund as attorneys' fees. To date, no Settlement Class Member has
3 objected to the settlement or the request for attorneys' fees. This strong favorable response also
4 supports the requested fees.

5 When the primary method employed to determine fees is the percentage method, courts
6 have discretion to use the lodestar method to "cross-check" the amount of fees calculated by way
7 of percentage. The *Laffitte* Court emphasized, however, that "the lodestar calculation, when used
8 in this manner, does not override the trial court's primary determination of the fee as a
9 percentage of the common fund and thus does not impose an absolute maximum or minimum on
10 the potential fee award." *Laffitte, supra*, 1 Cal. 5th at p. 505 (emphasis added); *In re Rite Aid*
11 *Corp. Secs. Litig.*, 396 F.3d 294, pp. 306-307 (3d Cir. 2005) ("[The lodestar cross-check does not
12 trump the primary reliance on the percentage of common fund method").

13 Nonetheless, the Supreme Court in *Laffitte* stated: "If the multiplier calculated by means
14 of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether
15 the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable
16 range, but the court is not necessarily required to make such an adjustment." *Id.* Thus, a lodestar
17 cross-check is aimed at astronomical multipliers. Indeed, cross-checks are not required; in many
18 cases, performing a cross-check "undermines" one of the primary reasons for using the
19 percentage method: aligning counsel's incentives with the benefits delivered to the class and
20 discouraging protracted litigation. *Id.* at p. 506 (finding trial courts "retain the discretion to forgo
21 a lodestar cross-check"); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees*,
22 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 29-30 (2000)
23 (citing the recommendations of the Third Circuit Task Force with approval and observing that
24 "[t]he criticisms of the lodestar approach set forth in this Report are now echoed by many
25 authorities, who have been most vocal about the manner in which it exacerbates the problem of
26 'cheap settlements' and burdens already overworked trial judge.").

27 Courts have defined reasonable multipliers on a lodestar cross-check to "range from 2 to
28 4 or even higher." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,

1 *e.g., Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52
2 multiplier on a cross-check in an antitrust class action); *Chavez, supra*, 162 Cal. App. 4th at p. 60
3 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203
4 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in
5 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed
6 a 2.13 multiplier. *Laffitte, supra*, 231 Cal. App. 4th at pp. 881-82. The intermediate court opinion
7 was affirmed in full by the California Supreme Court in its new decision guiding lower courts on
8 assessing fees.

9 Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees
10 awarded by the percentage method showing that the majority of multipliers awarded are “in the
11 1.5-3.0” range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming
12 a multiplier of 3.65 in an employment class action case and analyzing the multiplier awarded in
13 over 30 cases). Federal district courts applying California law have likewise routinely approved
14 cross-check multipliers between 2 and 3 in employment cases. *See, e.g., Willner v. Manpower*
15 *Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a
16 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank,*
17 *N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in lodestar
18 multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,
19 at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code
20 violations). Other courts have found even higher multipliers to be reasonable by comparison to
21 other cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal.
22 2008) (approving a 5.2 multiplier on a cross-check after surveying a large body of cases
23 affirming a higher multiplier).

24 With respect to Class Counsel’s lodestar, to date, approximately 110.0 hours have been
25 expended by Class Counsel in this matter. Lee Decl. ¶ 6, Ex. A; Agnew Decl. ¶ 9, Ex. A;
26 Rosenthal Decl. ¶ 10, Ex. A; Marder Decl. ¶ 8, Ex. A. Mr. Lee requests an hourly rate of
27 \$750.00 per hour. Lee Decl. ¶ 7. Ms. Agnew requests an hourly rate of \$700.00 per hour. Agnew
28 Decl. ¶ 10. Mr. Rosenthal requests an hourly rate of \$700.00 per hour. Rosenthal Decl. ¶ 11. Mr.

1 Marder requests an hourly rate of \$750.00 per hour. Marder Decl. ¶ 10. The courts are quite
2 liberal in the evidence required to prove an attorney's hours. Detailed time records are not
3 required. An attorney's testimony alone may suffice: "Testimony of an attorney as to the number
4 of hours worked on a particular case is sufficient evidence to support an award of attorney fees,
5 even in the absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d 553, 559
6 (1986).

7 Reasonable hours include, in addition to time spent during litigation, the time spent
8 before the action is filed, including time spent interviewing the clients, investigating the facts and
9 the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54,
10 62 (1980). Further, the fee award should include fees incurred to establish and defend the
11 attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class
12 Counsel requests that the court find that these hours were reasonable in this litigation.

13 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
14 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
15 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
16 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
17 and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App.
18 4th 629, 632-33 (1998).

19 Class Counsel's skill and experience justify the requested rate. As shown in the
20 supporting declarations, Class Counsel have significant experience in the area of employment
21 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
22 employees in employment matters, particularly wage and hour cases. Lee Decl. ¶¶ 3, 4; Agnew
23 Decl. ¶¶ 4-8; Rosenthal Decl. ¶ 9; Marder Decl. ¶¶ 3-7. As such, based on the hours and
24 applicable rate, Class Counsel's lodestar amount through finalization of this settlement (without
25 a multiplier) will be approximately \$77,700. Lee Decl. ¶ 7; Agnew Decl. ¶ 10; Rosenthal Decl. ¶
26 11; Marder Decl. ¶ 10.

27 As a result of the above-enumerated hours, Class Counsel are requesting a multiplier of
28 1.07 to reach \$83,333.33.

As such, the requested fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. For such reasons, Class Counsel's request for attorneys' fees in the amount of \$83,333.33 is fair, reasonable, and adequate.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

The request for reimbursement of costs, in the amount of \$9,867.53 is fair and reasonable. The costs are all litigation-related costs, which have been detailed in the supporting declaration of Class Counsel. Lee Decl. ¶ 8, Ex. B; Marder Decl. ¶ 9, Ex. B.) The authority for the court to award this is the Parties' Settlement Agreement and the California Labor Code.

With regard to the request for reimbursement of travel and meals, Plaintiff cites *Thon v. Thompson*, 29 Cal. App. 4th 1546 (1994); *Gibson v. Bobroff*, 49 Cal. App. 4th 1202 (1996); and *Berkeley Cement, Inc. v. Regents of Univ. of Calif.*, 30 Cal. App. 5th 1133 (2019). Specifically, in *Berkeley Cement*, the most recent case, the issue addressed by the Court was whether mediation related expenses incurred by a party is recoverable under California Code of Civil Procedure § 1033.5, despite the fact that the mediation was completely voluntary and not court-ordered. *Id.* at 1140. After considering the arguments of both sides, the Court held that such expenses are recoverable even if the mediation was not court-ordered, when the mediation is a reasonably necessary means of resolving the dispute and avoiding the expenses of a trial. *Id.* at 1142.

As such, Plaintiff's request should be approved.

VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Plaintiff also requests that the Court approve administration costs to the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$8,500.00, which is less than the estimated amount that was agreed upon by the Parties. As detailed in the Declaration of Taylor Mitzner submitted herewith, Phoenix performed duties in connection with this Settlement

1 that were integral in effectuating the settlement and the notice process. Among other things,
2 Phoenix calculated each Settlement Class Member's individual settlement payment, updated
3 addresses contained in the class data supplied by Defendant, formatted and distributed Notice
4 Packets to all 312 Class Members, and otherwise administered the settlement. Mitzner Decl. ¶¶
5 2-15. For such reasons, it is requested that the Settlement Administrator's fees be approved.

6 **VIII. CONCLUSION**

7 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
8 respectfully submits that the standards for final approval have been met, and the terms of the
9 Settlement Agreement are fair, adequate, and reasonable.

10 Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form
11 proposed and submitted:

- 12 1. granting final approval to the proposed Settlement Agreement in this action;
 - 13 2. approving distribution of the settlement funds to the Settlement Class Members
14 pursuant to the terms of the Settlement Agreement;
 - 15 3. approving Plaintiff's request for an award of the class representative enhancement
16 payment of \$10,000.00 to Plaintiff, with payments pursuant to the terms of the Settlement
17 Agreement;
 - 18 4. approving Plaintiff's request for an award to Class Counsel for \$83,333.33 in
19 attorneys' fees and \$9,867.53 in costs with payment pursuant to the terms of the Settlement
20 Agreement;
 - 21 5. approving Plaintiff's request for payment of the settlement administration costs to
22 Phoenix Settlement Administrators in the amount of \$10,000.00 with payment pursuant to the
23 terms of the Settlement Agreement;
 - 24 6. approving Plaintiff's request for payment to the LWDA for \$7,500.00 with
25 payment pursuant to the terms of the Settlement Agreement; and
 - 26 7. entering final judgment as to all members of the Settlement Class in this action.
- 27
28

1 Dated: October 18, 2022

DIVERSITY LAW GROUP, P.C.

2
3 By: 

4 Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

5 Attorneys for Plaintiff, the Class, and Aggrieved
6 Employees

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On October 18, 2022, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**
12 **OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND**
13 **AUTHORITIES IN SUPPORT**
- 14 **2. DECLARATION OF NICHOLAS ROSENTHAL IN SUPPORT OF PLAINTIFF'S**
15 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 16 **3. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
17 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 18 **4. DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S**
19 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 20 **5. DECLARATION OF WILLIAM L. MARDER IN SUPPORT OF PLAINTIFF'S**
21 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 22 **6. DECLARATION OF TAYLOR MITZNER WITH RESPECT TO NOTICE AND**
23 **SETTLEMENT ADMINISTRATION**
- 24 **7. DECLARATION OF NICOLA ROMANO IN SUPPORT OF PLAINTIFF'S**
25 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 26 **8. [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**
27 **APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**

28 on the interested parties in this action as follows:

James J. McMullen Jr
jmcmullen@grsm.com
Justin M. Michitsch
jmichitsch@grsm.com

1 Gordon & Rees LLP
2 101 W. Broadway, Suite 2000
3 San Diego, CA 92101
4 *Attorneys for Defendant SSA Terminals, LLC*

5 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court
6 order I caused the above-entitled document(s) to be served through Case Anywhere at the
7 website www.caseanywhere.com, addressed to all parties appearing on the electronic service list
8 for the above-entitled case. The service transmission was reported as complete and a copy of the
9 Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the
10 original document(s) in this office.

11 I declare under penalty of perjury under the laws of the State of California that the
12 above is true and correct. Executed on October 18, 2022, at Los Angeles, California.

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Erika Mejia