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NICHOLAS MERTZ, and Other Aggrieved  
Employees and On Behalf of the  
General Public as Private Attorneys General

**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF BUTTE**

NICHOLAS MERTZ, On Behalf of  
Himself and All Others Similarly Situated  
and On Behalf of the General Public as  
Private Attorneys General;  
Plaintiffs,

v.

PACIFIC PERSONNEL SERVICES,  
INC., a California Corporation; and  
DOES 1 through 10,

Defendants.

Case No. 20CV02075

**MOTION FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES IN SUPPORT;  
DECLARATION OF RONALD L.  
ZAMBRANO IN SUPPORT**

**Date : 11/17/2021**

**Time : 9:00 a.m.**

**Place : Dept. 6, Via Zoom conference**

**v**

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## I. INTRODUCTION

Plaintiff Nicholas Mertz (“Plaintiff”) submits this Memorandum of Points and Authorities in support of Plaintiff’s Motion for Approval of the Private attorneys General Act (“PAGA”) Settlement reached in this action against PACIFIC PERSONNEL SERVICES, INC. (“PACIFIC” or “Defendants”). Plaintiff and Defendants are collectively referred to as “the Parties.” The Parties have documented the proposed settlement in the Settlement Agreement and Release of PAGA Claims<sup>1</sup>, attached as Exh. 1 to Declaration of Zambrano (“Zambrano Decl.”). Plaintiff is an Aggrieved Employee as he alleges, he suffered the claimed violations in the PAGA period. (Zambrano Decl. at ¶ 3.) Further, Plaintiff and Plaintiff’s Counsel alleged the aforementioned PAGA claims to solicit fees and penalties, pursuant to Labor Code Section 2698 et seq., and specifically section 2699.5. The Gross PAGA Settlement Fund is \$2,500.00. (Zambrano Decl. at ¶ 2.) As Plaintiff’s Counsel now forgoes its attorney’s fees and costs, the entire amount is the PAGA Payment, to be allocated as detailed below. (*Id.*)

## II. PROCEDURAL HISTORY

On July 14, 2020, Plaintiff provided written notice to the LWDA, and Defendant as required by California Labor Code §2699.3(a)(1), of his intent to pursue PAGA penalties and the basis of the alleged violations (Labor Code § 1102.5 and civil penalties under the Private Attorney General Act, Labor Code Section 2698 et seq.) to further solicit fees pursuant to Labor Code section 2699.5 (Zambrano Decl. ¶3). On October 19, 2020, Plaintiff’s counsel filed a Complaint in this matter in the Superior Court of California, for the County of Butte. (*Id.*) On November 6, 2020, Plaintiff successfully served his Complaint and accompanying Summons on Defendant. Subsequently the parties engaged in written discovery. (*Id.*).

The Parties engage in an exchange of documents and information pertaining to the alleged claims during which Defendants provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees, including time sheets and wage statements. (*Id.*). Plaintiff’s counsel then analyzed these documents to value the PAGA

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<sup>1</sup> Hereinafter “Settlement” or “Settlement Agreement.” Unless indicated otherwise, all capitalized terms have the same meaning as those defined by the Settlement Agreement.

1 claim.

2 On or about August 27, 2021, the Parties agreed to fully resolve the issues between them,  
3 including all issues raised in the Complaint and the PAGA Released Claims as to Plaintiff and  
4 Aggrieved Employees. (Zambrano’ Decl. ¶4.)

5 **III. PAGA CLAIMS, DEFENDANT’S ARGUMENTS AND RISKS ASSESSED**

6 Plaintiff alleged that when he began working for Defendants, Plaintiff noticed  
7 Defendant’s property manager would enact different billing practices for residents contrary to  
8 applicable housing regulations and laws, namely California Government Code Section  
9 12955(a). (Zambrano Decl. at ¶ 5.) On or about November 14, 2019, Plaintiff complained to  
10 Defendant’s Human Resources but did not hear back from them. On or about November 18,  
11 2020, Plaintiff alleged he was then terminated by Defendant in a pretextual manner in  
12 retaliation for his complaints of violations of housing regulations. (*Id.*) However, Defendants  
13 denied Plaintiff’s allegations.

14 Despite the parties’ differing view of the time records, because Plaintiff was the only  
15 Aggrieved Employee and Plaintiff’s PAGA claims were alleged to further solicit fees, this was  
16 taken into consideration in calculating PAGA penalties for purposes of coming to an informal  
17 resolution. (Zambrano’ Decl. ¶3-5.)

18  
19 **A. The PAGA Statutory and Procedural Scheme**

20 PAGA creates a means of “deputizing” citizens as private attorney generals to enforce  
21 the Labor Code on behalf of the LWDA. (*Brown v. Ralphs Grocery Co.* (2011) 197  
22 Cal.App.4th 489). Plaintiff brings this claim “as the proxy or agent of the state’s labor law  
23 enforcement agencies.” (*Id.* at 986; *see also Reyes v. Macy’s, Inc.* (2011) 202 Cal.App.4th  
24 1119, 1123-1124; *Iskanian v. CLS Transp. Los Angeles, LLC* (2015) 59 Cal.4th 348, 380 ). In  
25 fact, when an aggrieved employee brings a PAGA claim, “the government is always the real  
26 party in interest.” (*Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty.* (2015) 234  
27 Cal.App.4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc.* (2015) 232 Cal.App.4th 1214,  
28 1222 (“[A] PAGA action is a dispute between an employer and the State agency.”)). Thus, a

1 plaintiff that brings a PAGA claim represents “the same legal right and interest as state labor  
2 law enforcement agencies,” in that he/she seeks to recover civil penalties that otherwise would  
3 have been assessed and collected by the LWDA. (*California Labor Code* § 2699 (a) & (f);  
4 *Securitas, supra*, 234 Cal.App.4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015)  
5 523 B.R. 820, 825 (holding “PAGA plaintiffs do not have property rights in their cases.”)).  
6 This is made clear by the fact that 75% of the penalties recovered are sent to the LWDA,  
7 showing that penalties are principally for the state and secondarily for aggrieved employees.

8 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved employee  
9 must first provide written notice to the LWDA and the employer of the California Labor Code  
10 sections alleged to be violated. (*California Labor Code* §2699.3(a)(1)). Once the LWDA notifies  
11 the aggrieved employee that it does not intend to investigate, or the LWDA does not respond within  
12 60 days, the aggrieved employee may then file a lawsuit against the employer on behalf of the  
13 LWDA and all other similarly situated aggrieved employees after 65 days have passed. (*California*  
14 *Labor Code* §2699.3(a)(2)(A).) As explained above, Plaintiff has complied with the notice  
15 requirements.

16 Additionally, consistent with the fact that unnamed employees have no property interest in  
17 a PAGA claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they  
18 have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v. Cjaders*  
19 *Foods, Inc.*, (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777 at \*5). This renders the approval process  
20 distinct from those in a class action settlement, as there is no need for the Court to employ the “two-  
21 step approval process” required under Rule 3.769 of the California Rules of Court.

22 Lastly, in a PAGA settlement, the court shall “review and approve any settlement of any  
23 civil action filed pursuant to this part.” (*California Labor Code* § 2699(1)(2)). The Parties have  
24 reached such a settlement and now seek this Court’s approval of the settlement, which has been  
25 submitted to the LWDA under *California Labor Code* § 2699(1)(2).

1           **B.       The Court Has Discretion When Awarding the Amount Of Penalties to**  
2           **Reduce Them Drastically**

3           “PAGA penalties...are mandatory, not discretionary” and must be awarded upon a  
4           showing that Defendant violated the Labor Code. (*Amaral v. Cintas Corp. No. 2* (2008) 163  
5           Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432  
6           MJJ, 2007 WL 1650942, at \*3). However, PAGA provides the Court with discretion when it  
7           awards these penalties. California Labor Code § 2699(e)(2) states that “a court may award a  
8           lesser amount than the maximum civil penalty amount specified by this part if, based on the  
9           facts and circumstances of the particular case, to do otherwise would result in an award that is  
10          unjust, arbitrary and oppressive, or confiscatory.” In fact, this has been done many times,  
11          including recently in *Carrington v. Starbucks Corp.*, (2018) 30 Cal. App. 5th 504. There, the  
12          plaintiff requested PAGA penalties of about \$70 million but the Court instead awarded only  
13          \$150,000 (0.21% of the maximum penalty). It came to this amount by using a \$50/pay period  
14          penalty (instead of \$100), and its discretion to reduce this to \$5 (a 90% reduction).

15          Some of the factors courts have considered in reducing the amount of civil penalties  
16          include whether (1) the violation arises from an unsettled legal obligation (*Cotter v. Lyft, Inc.*,  
17          (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037); and (2) the employer’s willingness to fix the  
18          violation. (*Fleming v. Covidien*, (CD. Cal. 2011) 2011 US. Dist. LEXIS 154590, \*8-9). In  
19          *Cotter*, the Court found that a \$1 million PAGA settlement was fair and reasonable in light of  
20          the unsettled nature of the law (which awarded \$2.52 per pay period for 397,110 pay periods,  
21          resulting in a 97.5% reduction from the maximum penalty). In *Fleming*, the Court reduced the  
22          potential penalties by over 82 percent, awarding \$500,000 for 28,742 pay periods at issue.  
23          Here, Plaintiff was the only Aggrieved Employee, and Plaintiff’s PAGA claims were alleged  
24          to help solicit fees pursuant to Labor Code Section 2699.5. Such factors would be considered  
25          in the Parties and the Court’s evaluation of such PAGA claims.

26          The above items regarding the court’s discretion, and Plaintiff’s decision to allege  
27          PAGA claims to solicit fees as the lone Aggrieved Employee were considered in evaluating  
28          the potential settlement. Based on those, plus the risks associated with the claims as addressed  
in this motion, Plaintiff’s counsel found the settlement to be fair and reasonable and

1 respectfully requests the Court approve it.

#### 2 **IV. THE PROPOSED SETTLEMENT**

3 The Gross PAGA Settlement Fund is \$2,500.00. Pursuant to the Settlement  
4 Agreement, Plaintiff's Counsel agrees to forgo attorney's fees and reasonable costs, as well as  
5 costs for settlement administration. (Zambrano' Decl. ¶6.) Thus, the Net PAGA Settlement  
6 Fund is \$2,500.00.

7 The Net PAGA Settlement Fund is thus split between 75% (or \$1,875.00) to the  
8 LWDA and 25% (or \$625.00) to the Plaintiff, as the only Aggrieved Employee. Plaintiff and  
9 Plaintiff's Counsel will send the LWDA its portion of \$1,875.00. The 25% of the PAGA  
10 penalties for the Aggrieved Employee (\$625.00) will be paid to the Plaintiff as the only  
11 Aggrieved Employee and as the PAGA claims were included to solicit fees pursuant to Labor  
12 Code § 2698, et seq., and specifically § 2699.5. Plaintiff will be issued an IRS Form 1099.  
13 (Zambrano Decl., Exh. 1).

##### 14 **A. The Release**

15 The California Supreme Court has explained that a judgment in a PAGA representative  
16 action "...is binding not only on the named employee Plaintiffs but also on government  
17 agencies and any aggrieved employee not a party to the proceeding." (*Arias, supra*, 46 Cal.  
18 4th at 985-986). Here, the Settlement Agreement and Notice to Aggrieved Employees make  
19 clear that the release only applies to PAGA civil penalties as they state they are releasing the  
20 Released Parties from "all PAGA claims".

##### 21 **B. Funding, Payment and Notice of the Settlement to Aggrieved Employees.**

22 As Plaintiff was the lone Aggrieved Employee, Plaintiff will be given his portion of the  
23 PAGA Settlement Fund. (Exh. 1 to Zambrano Decl. ¶11). Within 21 days after the Court enters  
24 an order approving the settlement, Defendants will 1) wire-transfer to Plaintiff's Counsel its  
25 attorneys' fees, costs and expenses approved by the Court, and 2) Plaintiff's Counsel will mail  
26 to the LWDA the portion of the PAGA Penalties representing 75% of that amount as detailed  
27 above. (Exh. 1 to Zambrano Decl. at ¶ 8.)  
28

1                   **V.       THE PROPOSED SETTLEMENT SHOULD BE APPROVED**

2                   **A.       The Settlement is Fair, Reasonable and Adequate**

3                   To be approved, a settlement must be "fair, reasonable and adequate to all concerned."  
4                   (*Reed v. United Teachers Los Angeles*, (2012) 208 Cal.App.4th 322,337). The Court's role in  
5                   evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is  
6                   fair, and is not the product of fraud or collusion between the negotiating parties. (*See Hanlon*  
7                   *v. Chrysler Corp.*, (9th Cir. 1998) 150 F.3d 1011, 1026, 1027). To begin with, there is a  
8                   presumption of fairness when the settlement agreement was negotiated at arm's length by  
9                   experienced counsel and based on sufficient discovery and investigation to allow counsel and  
10                  the court to act intelligently. (See, e.g., *Kullar v. Foot Locker Retail, Inc.*, (2008) 168  
11                  Cal.App.4th 116,130.; *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794,1802).

12                  Furthermore, "[i]n the context of a settlement agreement, the test is not the maximum  
13                  amount Plaintiffs might have obtained at trial on the complaint, but rather whether the  
14                  settlement is reasonable under all of the circumstances." (*Wershba v. Apple Computer, Inc.*,  
15                  (2001) 91 Cal.App.4th 224, 250). A trial court has broad powers to decide if the settlement is  
16                  fair under the circumstances of the case. (*Mallick v. Superior Court*, (1979) 89 Cal.App.3d  
17                  434, 438). The overriding concern is to ensure the proposed settlement is "fair, adequate, and  
18                  reasonable" and factors to consider include, but are not limited to:

19                               [T]he strength of Plaintiffs' case, the risk, expense, complexity and  
20                               likely duration of further litigation, the risk of maintaining class  
21                               action status through trial, the amount offered in settlement, the  
22                               extent of discovery completed and the stage of the proceedings, the  
23                               experience and views of counsel, the presence of a governmental  
24                               participant, and the reaction of the class members to the proposed  
25                               settlement. (*Dunk, supra*, 48 Cal.App.4th at 1801.)

26                  As noted above since this is a PAGA case the risk of maintaining class action status and  
27                  reaction of class members to settlement are inapplicable. The above factors require balancing  
28                  and are non-exhaustive. Risks and strengths of the claims, as well as discovery, investigation  
29                  and maximum exposure are addressed above, and the experience of Plaintiff's counsel is  
30                  included in the Declaration of Ronald L. Zambrano.

1 In regard to the discovery conducted, courts look to this information to aid in assessing  
2 whether the parties sufficiently developed the claims and their supporting factual basis before  
3 reaching settlement. (*Kullar, supra*, 168 Cal.App.4th at 129-31). Information is sufficient  
4 where it allows the parties and the court to form “an understanding of the amount in  
5 controversy and the realistic range of outcomes of the litigation.” (*Clark, supra*, 175  
6 Cal.App.4th at 801). This requirement exists so that the parties can provide the court with “a  
7 meaningful and substantiated explanation of the manner in which the factual and legal issues  
8 have been evaluated.” (*Kullar, supra*, 168 Cal.App.4th at 132). As made clear by this motion,  
9 Plaintiff’s counsel was provided with sufficient information through the discovery exchange  
10 and mediation to form a realistic range of outcomes, to evaluate Defendants’ financial distress,  
11 and confirm for the Court that the Settlement is reasonable. (see Decl. Zambrano)

12 In the PAGA context, the Court should keep in mind that “[u]nlike a class action  
13 seeking damages or injunctive relief for injured employees, the purpose of PAGA is to  
14 incentivize private parties to recover civil penalties for the government that otherwise may not  
15 have been assessed and collected by overburdened state enforcement agencies.” (*Ochoa-*  
16 *Hernandez v. Cjaders Foods, supra*, 2010 WL 1340777 at \*4.) The legislative history of  
17 makes little mention of the court approval requirement. This was added in the 2014  
18 amendments. Instead, PAGA actions “...directly enforce *the state’s* interest in penalizing and  
19 deterring employers who violate California’s labor laws.” (*Iskanian v. CLS Transp. Los*  
20 *Angeles, LLC, supra*, 59 Cal. 4th at 387.) As such, the focus is on the effect the penalties may  
21 have on the employer, rather the LWDA or aggrieved employees who will receive the  
22 penalties, unlike in class actions where the focus is typically on the amount received by the  
23 class compared to the reasonable range of potential outcomes (*Kullar, supra*, 168 Cal.App.4th  
24 at 130.).

25 **B. The Penalties Should Be Approved**

26 The penalties are appropriate when considered in light of the principles of PAGA. As noted  
27 above, for a PAGA settlement, the Parties are not obligated to follow the class action procedural  
28 rules (including for preliminary approval, claims, opt outs, and final approval). Nonetheless, to

1 comply with the requirements of Labor Code §2699, the Parties submit the instant Motion and the  
2 Settlement Agreement for Court approval and respectfully request that the Court deem the  
3 Settlement Agreement fair and acceptable and enter an Order and Judgment in accordance with it.

4 Although PAGA and its legislative history do not require a comparison with the “value” of  
5 the claims, the penalties in the proposed Settlement and the Settlement in general are reasonable  
6 when considered in that context as well. To begin with, the Settlement does not release Aggrieved  
7 Employee’s non-PAGA claims for alleged violations of the Labor Code. The discovery provided,  
8 analysis undertaken, factors to address, risk evaluation and discount taken were included above in  
9 addressing the maximum recovery. Additionally, it is important to keep in mind there is a case  
10 before the California Supreme Court (*Naranjo*) that can affect the potential recovery. Plaintiff’s  
11 Counsel had to assess the risks of moving forward to trial and what this Court would do in  
12 exercising its discretion in awarding penalties if Plaintiff prevailed, which can be greatly reduced  
13 to 10% of the maximum penalties or lower. If the Court were persuaded by Defendants’ arguments  
14 that it would be unjust or confiscatory to award a large amount, it could find Defendants liable, but  
15 award almost nothing per violation.

16 **VI. PLAINTIFF’S COUNSEL’S FORGOES REASONABLE COSTS AND DOES**  
17 **NOT REQUEST ATTORNEY’S FEES**

18 Plaintiff’s Counsel is also entitled to reimbursement of its reasonable attorney’s fees and  
19 litigation costs under *California Labor Code § 2699(g)(1)*). As of the date of the filing of this  
20 Motion, Plaintiff’s Counsel has spent approximate 18.5 hours at a rate of \$700 an hour for an  
21 attorney of my experience of 13 years, for a total of \$12,950.00. (Zambrano’ Decl. ¶9.) (*See,*  
22 *e.g., Laffitte v. Robert Half Internat. Inc.*, (2014) 231 Cal. App. 4th 860, 878 (“trial court’s use of  
23 a percentage of 33 1/3 percent of the common fund is consistent with [] awards in other class action  
24 lawsuits”); *Chavez v. Netflix, Inc.*, (2008) 162 Cal. App. 4th 43, 66 n.11 (“Empirical studies show  
25 that, regardless whether the percentage method or the lodestar method is used, fee awards in class  
26 actions average around one-third of the recovery.”) Here, Plaintiff’s Counsel has forgone its request  
27 for attorney’s fees and reasonable costs, an appropriate and reasonable decision in light of  
28 Counsel’s efforts in this matter.

**VII. CONCLUSION**

Based on the foregoing, the parties request the Court approve the Settlement, sign the concurrently filed [Proposed] Order and Judgement instructing the Settlement Administrator to issue payments from the Gross Settlement Amount and set a Hearing re Final Status Report and Accounting.

Dated:

West Coast Employment Lawyers

By:  \_\_\_\_\_

Ronald L. Zambrano Esq.  
*Attorneys for Plaintiff and Aggrieved  
Employees*

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of eighteen  
3 and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA  
4 90015.

5 On November 3, 2021, I served the foregoing documents described as: **MOTION FOR**  
6 **APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT;**  
7 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** on the interested parties in  
8 this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as  
9 follows:

10 RYAN L. EDDINGS, Esq.  
11 ANDREW H. WOO, Bar No. 261120  
12 LITTLER MENDELSON, P.C.  
13 5200 North Palm Avenue, Suite 302  
14 Fresno, CA 93704.2225

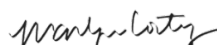
Attorneys for Defendant  
PACIFIC PERSONNEL SERVICES,  
INC.

- 15 ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of  
16 collection and processing documents for mailing. Under that practice it would be deposited with  
17 U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles,  
18 California, in the ordinary course of business. I am aware that on motion of the party served,  
19 service is presumed invalid if postal cancellation date or postage meter date is more than one day  
20 after date of deposit for mailing in affidavit.
- 21 ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such  
22 documents to be delivered via facsimile transmittal to the office of the addressee. The  
23 transmission(s) reported as complete and without error.
- 24 ☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**
- 25 ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such  
26 documents to be delivered via express service carrier to the office of the addressee.
- 27 ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be  
28 hand-delivered to the office of the addressee.

☒ State ☐ Federal

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

31 Executed on November 3, 2021, at Los Angeles, California.

32 

33 \_\_\_\_\_  
34 Marlyn Cortez

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On November 30, 2021, I served the foregoing documents described as: **MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

California Labor & Workforce  
Development Agency  
LWDA  
800 Capitoll Mall, Suite 5000  
Sacramento, California 95814  
*email@labor.ca.gov*

- ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.
- ☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**
- ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.
- ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

☒ State ☐ Federal

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

Executed on November 30, 2021, at Los Angeles, California.



Marlyn Cortez