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WEST COAST TRIAL LAWYERS, APLC
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Attorneys for Plaintiff
NICHOLAS MERTZ, and Other Aggrieved
Employees and On Behalf of the
General Public as Private Attorneys General

**SUPERIOR COURT OF THE STATE 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

*ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE JUDGE STEPHEN BENSON*

**DECLARATION OF RONALD ZAMBRANO
IN SUPPORT OF MOTION FOR APPROVAL
OF THE PAGA SETTLEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Memorandum of Points and
Authorities; and [Proposed] Order]*

Date : 11/17/2021

Time : 9:00 a.m.

Place : Dept. 6, Via Zoom conference

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1 other Aggrieved Employees, including time sheets and wage statements. Plaintiff's counsel then
2 analyzed these documents to value the PAGA claim.

3 4. On or about August 27, 2021, the Parties agreed to fully resolve the issues between them,
4 including all issues raised in the Complaint and the PAGA Released Claims as to Plaintiff and
5 Aggrieved Employees. (EXH. 1).

6 5. Plaintiff alleged that when he began working for Defendant, he noticed Defendant's property
7 manager would enact different billing practices for residents contrary to housing regulations and
8 laws, namely California Government Code Section 12955(a). On November 14, 2019, Plaintiff
9 complained to Human Resources about these practices and did not receive a response. On or about
10 November 18, 2020, Plaintiff alleged that he was then terminated by Defendant in a pretextual
11 manner in retaliation for his complaints of violations of housing regulations. Defendant denied these
12 allegations.

13 6. The Net PAGA Settlement Fund of \$2,500.00 is allocated to PAGA penalties, which is split
14 between 75% (or \$1,875.00) to the LWDA and 25% (or \$625.00) to the Plaintiff, as the only
15 Aggrieved Employee. Plaintiff and Plaintiff's Counsel will send the LWDA its portion of
16 \$1,875.00. The 25% of the PAGA penalties for the Aggrieved Employee (\$625.00) will be paid to
17 the Plaintiff as the only Aggrieved Employee and as the PAGA claims were included to solicit fees
18 pursuant to Labor Code § 2698, *et seq.*, and specifically § 2699.5. Plaintiff will be issued an IRS
19 Form 1099.

20 7. Based thereon, the settlement sought to be approved here is reasonable in light of evidence
21 and plausibility of getting a fact finder to agree that Plaintiff's experience was individual as he was
22 the only Aggrieved Employee.

23 8. Within 21 days after the Court enters an order approving the settlement, Defendants will 1)
24 wire-transfer to Plaintiff's Counsel its attorneys' fees, costs and expenses approved by the Court,
25 and 2) Plaintiff's Counsel will mail to the LWDA the portion of the PAGA Penalties representing
26 75% of that amount as detailed above.

27 9. Lodestar: The 18.5 hours spent on prosecution of this action were spent in reviewing the
28 intake of Plaintiff Mertz, drafting the PAGA notice and claim, drafting and filing the complaint,

1 responding to discovery (including supplementing responses), propounding and reviewing
2 discovery responses, communicating with defense counsel time keeping records for potential
3 aggrieved employees, pay stubs, extrapolating that data to assess all potential Labor Code violations,
4 and calculating PAGA penalties.

5 10. Plaintiff's counsel has been practicing employment law exclusively in the greater Los
6 Angeles metropolitan area since July 2008; over 13 years. Plaintiff's counsel's reasonable hourly
7 rate for his experience is \$700.00. For the 18.5 hours of work on the case, Plaintiff would ordinarily
8 seek the \$12,950.00.

9 11. However, because of the small nature of this PAGA monetary settlement, Plaintiff's counsel
10 wishes to forgo attorney's fees as part of the PAGA settlement fund, a reasonable decision in light
11 of the amount discussed.

12 12. I declare the foregoing under penalty of perjury for the laws of the State of California.

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18 Dated: November 3, 2021

WEST COAST TRIAL LAWYERS, APLC

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21 By: _____


22 Ronald L. Zambrano, Esq.
23 Attorney for Plaintiffs
24 NICHOLAS MERTZ, and Other Aggrieved
25 Employees and On Behalf of the
26 General Public as Private Attorneys General
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EXHIBIT “1”

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (hereinafter referred to as "Settlement Agreement" or "Agreement") is made and entered into by and between **Mr. Nicholas Mertz** (hereinafter referred to as "Plaintiff") and **Pacific Personnel Services, Inc.** (hereinafter referred to as "Defendant," both Plaintiff and Defendant hereinafter referred to as "the Parties").

The Parties stipulate as follows:

A. On or around July 14, 2020, Plaintiff sent a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant, on behalf of himself and all hourly employees of Defendant, alleging violations of the California Labor Code, specifically California Labor Code § 1102.5, alleged to have occurred during Plaintiff's employment with Defendant;

B. On or around October 19, 2020, Plaintiff filed a lawsuit against Defendant in the Superior Court of the State of California for the County of Butte ("the Court"), entitled Nicholas Mertz v. Pacific Personnel Services, Inc., Case No. 20CV02075, alleging two causes of action for 1) Retaliation in Violation of Labor Code § 1102.5, and 2) Violation of Labor Code §§ 2698, et seq. (hereinafter referred to as the "Complaint");

C. Defendant disputes and denies Plaintiff's claims asserted in the Complaint and denies that Defendant or any of its employees, agents, representatives, subsidiaries, parent companies, or affiliated companies are liable to Plaintiff or engaged in any wrongful conduct whatsoever with respect to Plaintiff at any time;

D. Plaintiff is not currently employed by Defendant and does not otherwise perform any services for Defendant;

E. The Parties and now desire to fully settle and finally resolve any and all claims Plaintiff has, could have had, or may have with respect to his employment with Defendant and/or the termination of that employment, including but not limited to the above claims in the Complaint, without the further expenditure of time or the cost and uncertainties associated with trial;

F. The Parties understand that they are waiving legal rights or claims by signing this Agreement and further acknowledge that they each are voluntarily entering into this Agreement with a full and complete understanding of its terms and with the full intent to be bound thereby;

G. This Agreement is intended by the Parties to be a full, complete, and final settlement of each and every claim, cause of action, or liability, whether known or unknown, which the Parties may have, or may have had, against each other, their affiliated or related companies, divisions, officers, directors, agents, successors and assigns, arising out of the employment relationship or employment existing between the Parties prior to the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the parties as follows:

1. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violation of the rights of Plaintiff or any other person, violation of any order, law, statute, duty, or contract, or any act of discrimination, retaliation, or harassment whatsoever against Plaintiff or any other person. Defendant specifically denies any liability to or discrimination or harassment against Plaintiff or any other person, and further denies any alleged violations of the rights of Plaintiff or any other person, and denies violation of any order, law, statute, duty, or contract on the part of Defendant, or Defendant's officers, board of directors, agents, supervisors, employees, attorneys or representatives, or related or affiliated companies or entities.

2. Provided Plaintiff fully complies with the terms of this Agreement, Defendant agrees to pay Plaintiff the sum of fifty-five thousand dollars and no cents (\$55,000.00) (less applicable payroll taxes) in settlement of all claims pursuant to this Agreement (hereinafter referred to as "the Settlement Payment"). Payment of the fifty-five thousand dollars and no cents (\$55,000.00) shall be made following Plaintiff's delivery to counsel for Defendant, Mr. Andrew Woo: (1) the fully executed copy of this Agreement, (2) a fully executed W-4 for Plaintiff, and (3) a fully executed W-9 for "West Coast Employment Lawyers, APLC, Client Trust Account." Furthermore, payment of the fifty-five thousand dollars and no cents (\$55,000.00) shall not be made until the Court's entry of an order approving the Parties' settlement of Plaintiff's claims under Labor Code §§ 2698, et seq. ("PAGA"), and shall be made within twenty-one (21) days after the entry of such order. The aforementioned \$55,000.00 Settlement Payment shall be made in two checks. The first check shall be in the amount of \$5,500.00, less applicable payroll taxes, payable to Nicholas Mertz. The second check shall be in the amount of \$49,500.00 payable to "West Coast Employment Lawyers, APLC, Client Trust Account." The two checks constituting the Settlement Payment shall be sent to Plaintiff's counsel, Ronald Zambrano, at 1147 South Hope Street, Los Angeles, CA 90015. Plaintiff agrees that the Settlement Payment set forth in this paragraph shall constitute the entire consideration provided to him under this Agreement and that he will not seek any further compensation for any other claim, damage, costs, or attorneys' fees in connection with the matters encompassed in this Agreement, or in connection with his employment with Defendant and any of the claims asserted, or which could have been asserted, against Defendant in the Complaint

The Settlement Payment shall be allocated as follows:

a. \$52,500.00 representing the portion of the settlement allocated toward Plaintiff's claims under Labor Code § 1102.5. ("LC 1102.5 Settlement Payment")

b. \$2,500.00 representing the portion of the settlement allocated toward Plaintiff's claims under Labor Code §§ 2698, et seq. ("PAGA Settlement Payment")

The PAGA Settlement Payment shall be further allocated as \$625.00, or 25% of the PAGA Settlement Payment, to be distributed to Plaintiff and \$1,875.00, or 75% of the PAGA Settlement Payment, to be paid to the LWDA in accordance with Section 2699(i) of the California Labor Code.

3. Plaintiff shall effectuate the dismissal of the Complaint in its entirety, with prejudice, within seven calendar days of the receipt of the Settlement Payment.

4. Plaintiff agrees that the sum being paid under Paragraph 2 above may be taxable to him. Plaintiff agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to these payments. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses, or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest, or otherwise. The Parties (a) make no representation or warranty regarding any tax issues as a result of this Agreement and the Settlement Payment set forth in Section 2 above; (b) agree that they are not relying on representations made by any other party or any other party's counsel regarding any applicable tax laws; (c) agree that this Agreement will remain effective regardless of the application of current tax laws or any changes in such tax laws.

5. Plaintiff represents that he has not filed any complaints, claims, lawsuits, or actions against Defendant, or Defendant's officers, board of directors, agents, supervisors, employees, attorneys or representatives or related or affiliated companies or entities with any state, federal, or local agency or court. Plaintiff agrees that he will not do so at any time hereafter, and that if any agency or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, or action against Defendant, or any of Defendant's affiliated companies or entities or any of their officers, board of directors, committees members, agents, supervisors, employees, attorneys, or representatives on behalf of Plaintiff, he will direct that agency or court to withdraw from or dismiss the matter with prejudice. The parties further agree they will not disclose any information concerning this Agreement unless compelled to do so by court order. Plaintiff further agrees not to encourage, assist, or participate in any lawsuit or complaint of any other person against Defendant, or any current or former employee of Defendant except as compelled by legal process or required by law.

6. The parties hereto hereby agree that the release contained in Paragraph 7 of this Agreement includes a waiver of all rights under Section 1542 of the Civil Code of the State of California. Section 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his/her favor at the time of executing the release, and that if known by him/her would have materially affected his/her settlement with the debtor or released party.

7. Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, Plaintiff, on his own behalf and on behalf of anyone acting through him or on his behalf, hereby irrevocably and unconditionally releases and forever discharges Defendant, including Defendant's officers, agents, directors, supervisors, employees, representatives, and their successors and assigns and all persons acting by, through, under, or in concert with any of them from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Plaintiff at any time heretofore had or claimed to have or which Plaintiff may have or claim to have regarding events that have occurred as of the date of this Agreement. Plaintiff acknowledges and agrees that the claims released by this Agreement includes all claims of wrongful conduct, causes of action, or legal theories of relief that were raised or could have been raised in the Complaint, including but not limited to claims for 1) Retaliation in Violation of Labor Code § 1102.5, and 2) Violation of Labor Code §§ 2698, et seq. (hereinafter referred to as the "Complaint"). Furthermore, Plaintiff acknowledges and agrees that the claims released by this Agreement includes any and all claims related or in any manner incidental to the employment relationship between Plaintiff and Defendant. Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the NLRB or from exercising rights under Section 7 of the NLRA. In addition, nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge or complaint, with the Equal Employment Opportunity Commission or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other government agency, although Plaintiff waives any right to recover individual relief in any such charge. The parties agree this Agreement does not include any claims that the controlling law clearly states may not be released by settlement.

8. The parties understand the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of their employment relationship and/or the termination of Plaintiff's employment. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in contract or tort; any alleged unlawful act, including, without limitation, invasion of privacy violations, and violation of any statute or regulation; any other claim or cause of action; and regardless of the forum in which it might be brought.

9. Plaintiff represents and agrees that the terms and amount of this Agreement are considered confidential and will not be communicated to any third party including, but not limited to, any past, present, or prospective employee of Defendant or any members of the news media. Plaintiff expressly agrees to refrain from making any comments or statements about Plaintiff's claims or this Agreement except the following: "The claims were resolved to the satisfaction of all parties without any admission of liability." Breach of this confidentiality provision or any other provision of this Agreement by Plaintiff will be considered a material breach of this Agreement. Plaintiff further agrees he will not disclose any information concerning this Agreement to anyone other than his spouse, tax advisors, legal advisors, unless compelled to do so by court order. Plaintiff further agrees that he will refrain from making any false or defamatory remarks about Defendant, or make any remarks or comments that tortiously interfere with Defendant's contracts with its employees and customers, or with Defendant's business relationships or prospective business advantage. Plaintiff agrees not to make any disparaging and/or derogatory remarks, whether verbal or written, to third parties regarding Defendant or any of its officers, directors, agents, customers, suppliers, contractors and employees, or any product or

business plan of Defendant. Such obligation herein includes, but is not limited to, any remark or statement on any social media site or other website.

10. Plaintiff represents and agrees that before executing this Agreement, he has had ample opportunity to thoroughly review and discuss all aspects of this Agreement, that he has apprised himself of sufficient relevant data, either through experts or through other sources of his own selection, in order that he might intelligently exercise his own judgment in deciding to execute this Agreement. Plaintiff agrees that he has carefully read and fully understands all the provisions of this Agreement, and that he is voluntarily entering into this Agreement. This Agreement is intended by the parties to be a fully integrated document in as much as the terms of this Agreement are the complete, exclusive and final embodiment of the parties' intent and may be modified only in a written document signed by all parties.

11. The Parties agree to cooperate in obtaining an order from the Court approving this Agreement and the settlement of Plaintiff's claims under Labor Code §§ 2698, et seq. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise reasonably necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain approval of and implementation of this Agreement and the associated settlement. The Parties further agree to stay any and all discovery associated with the action pertaining to the Complaint, pending final approval of this Agreement by the Court. Plaintiff warrants that he took all necessary steps to provide notice of the Complaint to the LWDA, as required by Labor Code §§ 2698, et seq. Plaintiff agrees to take all steps necessary to provide notice of this Agreement, the associated settlement, and any judgment entered by the Court, to the LWDA, as required by Labor Code § 2699(l).

12. The Parties each agree to make, execute, and deliver such other documents, and to undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement.

13. Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person, firm, or corporation whatsoever, any of the matters released in this Agreement.

14. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns.

15. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. Except as specifically provided herein, the Parties shall each bear their own attorneys' fees and costs, including without limitation those associated with the litigation of the action, the dismissal of the action, and the negotiation and execution of this Agreement.

17. This Agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the appropriate venue for any necessary litigation concerning this Agreement shall be the courts in and for the County of Butte.

18. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document and all of which, when taken together, shall constitute one and the same agreement. PDF and facsimile copies may be used as originals.

20. This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

Dated: _____

Mr. Nicholas Mertz

WEST COAST EMPLOYMENT LAWYERS, APLC

Dated: _____

By: Ronald L. Zambrano
Attorneys for Plaintiff

Pacific Personnel Services, Inc.

Dated: _____

By: _____

LITTLER MENDELSON, P.C.

Dated: _____

By: Andrew H. Woo
Attorneys for Defendant

EXHIBIT “2”



July 14, 2020

Via Certified Mail

PACIFIC PERSONNEL SERVICES, INC.
c/o Nancy Dubonnet, APC,
Agent for Service of Process
2082 Michelson Drive, Suite 450
Irvine, California 92612

In re Nicholas Mertz – Notice of PAGA Claim

Dear Ms. Dubonnet:

This office has been retained by Nicholas Mertz (hereinafter “Plaintiff”), a former employee of Pacific Personnel Services, Inc., (hereinafter “Pacific Personnel Services”). Pursuant to Labor Code § 2699.3(a), we are providing written notice that Pacific Personnel Services violated various provisions of the California Labor Code. Plaintiff intends to file a complaint against Pacific Personnel Services, in Orange County Superior Court pursuant to Labor Code § 2699 et. seq. on behalf of himself and all hourly employees of Pacific Personnel Services (hereinafter “Aggrieved Employees”).

Plaintiff was wrongfully terminated by Pacific Personnel Services in reaction to his complaints of illegal activity. By terminating Plaintiff in a pretextual manner and retaliating against Plaintiff for his complaints of illegal activity, Pacific Personnel Services’ above described conduct is in violation of Labor Code § 1102.5. Accordingly, Pacific Personnel Services, is in violation of the following Labor Code provisions under Labor Code § 2699.5: § 1102.5 (Whistleblower Protection).

Finally, pursuant to Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Pacific Personnel Services by and through its respective agent of service of process by certified mail.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Zambrano".

Ronald L. Zambrano

CC: California Labor and Workforce
Development Agency

350 South Grand Avenue, Suite 3325 Los Angeles, California 90071
Phone (800) 247-WCEL (9235) Fax (213) 927-3701
www.westcoastemploymentlawyers.com

EXHIBIT “3”

ATTORNEY OR PARTY WITHOUT ATTORNEY: Ronald Zambrano (255613) West Coast Employment Lawyers, APLC 350 S. Grand Ave, Ste 3350 Los Angeles, CA 90071 TELEPHONE NO.: (213) 927-3700 FAX NO.: (213) 927-3701 EMAIL ADDRESS: ron@westcoasttriallawyers.com ATTORNEY FOR: Plaintiff	FOR COURT USE ONLY FILED Superior Court of California County of Butte 11/6/2020 <i>S. Johns</i> Kimberly Johns, Clerk Deputy FILED By _____ Electronically FILED
SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE STREET ADDRESS: 1775 Concord Avenue MAILING ADDRESS: 1775 Concord Avenue CITY AND ZIP CODE: Chico, 95926 BRANCH NAME: Chico	
PLAINTIFF: Nicholas Mertz, as an Individual, and on Behalf of Himself and Other Aggrieved Employees, and On Behalf of the General Public as Private Attorneys General DEFENDANT: Pacific Personnel Services, Inc., a California corporation	CASE NUMBER: 20CV02075
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - f. other (specify documents):
 Summons; Complaint; Alternative Dispute Resolution (ADR) package; Notice of Assignment and Case Management Conference
3.
 - a. **Party served:**
 Pacific Personnel Services, Inc., a California corporation
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made):
 Justine Speegle / Leasing And Operations Manager
4. Address where the party was served:
 1400 West Third Street, Chico, CA 95928
5. I served the party
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party on 11/4/2020 at 2:16 pm
 Description: Age: 30, Sex: F, Race/Skin Color: White, Height: 5'7", Weight: 140, Hair: Brown, Glasses: Y
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - d. On behalf of: Pacific Personnel Services, Inc., a California corporation
 under the following Code of Civil Procedure section:
 416.10 (corporation)

PLAINTIFF: Nicholas Mertz, as an Individual, and on Behalf of Himself and Other Aggrieved Employees, and On Behalf of the General Public as Private Attorneys General DEFENDANT: Pacific Personnel Services, Inc., a California corporation	CASE NUMBER: 20CV02075
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7. **Person who served papers**

- a. **Name:** David Forsythe, Jr.
Firm: Nationwide Legal Support, Inc.
- b. **Address:** Dba Eleanor's Nationwide Legal Support, 18375 Ventura Blvd., Suite 440, Tarzana,
CA 91356
- c. **Telephone number:** (818) 774-9757
- d. **The fee for the service was:** \$85.00
- e. **I am:**
 - (3) a registered California process server:
 - (i) independent contractor
 - (ii) Registration No.: 193
 - (iii) County: Butte

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

Date: 11-6-2020

David Forsythe, Jr.

(NAME OF PERSON WHO SERVED PAPERS)



(SIGNATURE)

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: **DECLARATION OF**
6 **RONALD ZAMBRANO IN SUPPORT OF MOTION FOR APPROVAL OF THE PAGA**
7 **SETTLEMENT** on the interested parties in this action by placing a true copy or original thereof
8 enclosed in a sealed envelope, addressed as follows:

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

Attorneys for Defendant
PACIFIC PERSONNEL SERVICES,
INC.

14 ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of
15 collection and processing documents for mailing. Under that practice it would be deposited with
16 U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles,
17 California, in the ordinary course of business. I am aware that on motion of the party served,
18 service is presumed invalid if postal cancellation date or postage meter date is more than one day
19 after date of deposit for mailing in affidavit.

20 ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such
21 documents to be delivered via facsimile transmittal to the office of the addressee. The
22 transmission(s) reported as complete and without error.

23 ☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

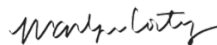
24 ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such
25 documents to be delivered via express service carrier to the office of the addressee.

26 ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be
27 hand-delivered to the office of the addressee.

28 X 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 3, 2021, at Los Angeles, California.



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: **DECLARATION OF RONALD ZAMBRANO IN SUPPORT OF MOTION FOR APPROVAL OF THE PAGA SETTLEMENT** 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.
- X **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.

X 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