

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

HIROMI MEGURO,

Plaintiff,

vs.

SILICON VALLEY BANK, et al.

Defendants.

Case No.: 20CV369854

**ORDER CONCERNING PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS/PAGA  
SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff alleges that Defendant Silicon Valley Bank failed to properly calculate the regular rate of pay used to pay overtime, and issued wage statements that failed to correctly identify the overtime rate and the total hours worked in pay periods that included overtime.

Now before the Court is Plaintiff's motion for preliminary approval of a settlement of the class and PAGA claims, which is unopposed. The Court issued a tentative ruling on September 27, 2022, and no one contested it at the hearing on September 29. The Court now issues its final order, which GRANTS preliminary approval.

1 **I. BACKGROUND**

2 Plaintiff began working for Defendant in 2018. (First Amended Class and Representative  
3 Action Complaint (“FAC”), ¶ 9.) Until her employment as a business data analyst was  
4 terminated in August 2020, she was paid on an hourly basis as a non-exempt employee. (*Ibid.*)

5 Plaintiff alleges that her wage statements incorrectly identified the overtime rate as the  
6 base hourly rate of pay or one-half of the hourly rate. (*Id.*, ¶ 9.) In addition, whenever overtime  
7 wages were paid during her employment, Plaintiff’s wage statements showed hours that, when  
8 added up, do not appear to add up to the actual total hours worked. (*Ibid.*) Moreover, Defendant  
9 consistently failed to properly calculate the regular rate of pay by not accounting for all non-  
10 discretionary compensation, including incentives, bonuses, and non-cash awards. (*Ibid.*) For  
11 example, Plaintiff received an “Annual Incentive Bonus” that was not included in her regular  
12 rate of pay for purposes of calculating overtime. (*Ibid.*) Finally, Defendant failed to pay even  
13 1.5 times the base hourly rate of pay for all overtime hours due to rounding of the applicable pay  
14 rates. (*Id.*, ¶ 3.) For example, when Plaintiff was paid a base hourly rate of \$40.21, she was  
15 entitled to an overtime rate of \$60.32—but Defendant paid her only \$60.31. (*Ibid.*)

16 Based on these allegations, Plaintiff asserts putative class claims for: (1) violation of  
17 Labor Code sections 510, 558, and 1194 by failing to pay overtime; (2) violation of Labor Code  
18 section 226, subdivision (a) by failing to provide accurate wage statements; and (3) violation of  
19 Business & Professions Code section 17200 et seq. Plaintiff also brings: (4) a representative  
20 claim for PAGA penalties.

21 Now, Plaintiff moves for an order preliminarily approving the settlement of the class and  
22 PAGA claims, provisionally certifying the settlement class, approving the form and method for  
23 providing notice to the class, and scheduling a final fairness hearing.

24 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

25 **A. Class Action**

26 Generally, “questions whether a [class action] settlement was fair and reasonable,  
27 whether notice to the class was adequate, whether certification of the class was proper, and  
28 whether the attorney fee award was proper are matters addressed to the trial court’s broad

discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs’ case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation marks omitted.)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”

1 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.) The presumption does not permit  
2 the Court to “give rubber-stamp approval” to a settlement; in all cases, it must “independently  
3 and objectively analyze the evidence and circumstances before it in order to determine whether  
4 the settlement is in the best interests of those whose claims will be extinguished,” based on a  
5 sufficiently developed factual record. (*Kullar, supra*, 168 Cal.App.4th at p. 130.)

## 6 **B. PAGA**

7 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall  
8 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s  
9 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*  
10 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA  
11 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-  
12 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*  
13 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*  
14 *Moriana* (2022) \_\_\_ U.S. \_\_\_, 2022 U.S. LEXIS 2940 (*Viking River*).)

15 Similar to its review of class action settlements, the Court must “determine independently  
16 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the  
17 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72  
18 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to  
19 remediate present labor law violations, deter future ones, and to maximize enforcement of state  
20 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383  
21 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA  
22 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to  
23 benefit the public ....”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*  
24 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

25 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*  
26 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential  
27 verdict].) But a permissible settlement may be substantially discounted, given that courts often  
28 exercise their discretion to award PAGA penalties below the statutory maximum even where a

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-  
2 CV-02198-EMC) 2016 WL 5907869, at \*8–9.)

### 3 **III. SETTLEMENT PROCESS**

4 On May 20, 2021, Plaintiff served written discovery requests and on July 6, 2021,  
5 Defendant served responses. Plaintiff continued investigating the claims and notified Defendant  
6 about new theories of liability for failure to pay all overtime wages and provide accurate wage  
7 statements. The parties supplemented formal discovery by continuing to informally exchange  
8 pertinent information and documents.

9 On November 8, 2021, the parties engaged in mediation with Michael Loeb. With his  
10 assistance and based on a mediator’s proposal, they were able to reach the settlement before the  
11 Court. Pursuant to the settlement, Plaintiff filed the FAC to specify additional facts regarding  
12 Defendant’s alleged underpayment of overtime.

### 13 **IV. SETTLEMENT PROVISIONS**

14 The non-reversionary gross settlement amount is \$500,000. Attorney fees of up to  
15 \$166,666.67 (one-third of the gross settlement), litigation costs of up to \$10,000, and up to  
16 \$9,000 in administration costs will be paid from the gross settlement. \$25,000 will be allocated  
17 to PAGA penalties, 75 percent of which (\$18,750) will be paid to the LWDA. The named  
18 plaintiff will seek an incentive award of \$10,000.

19 The net settlement, approximately \$285,583.33, will be allocated to settlement class  
20 members proportionally based on their relevant pay periods during the class period. By the  
21 Court’s calculation, the average payment will be around \$791 to each of the 361 class members.  
22 Class members will not be required to submit a claim to receive their payments. For tax  
23 purposes, settlement payments will be allocated 5 percent to wages and 95 percent to penalties  
24 and interest. The employer’s share of taxes will be paid separately from the gross settlement.  
25 Funds associated with checks uncashed after 180 days will be transmitted to the State of  
26 California’s Unclaimed Property Fund in the name of the relevant individual.

27 In exchange for the settlement, class members who do not opt out will release “any and  
28 all claims during the Class Period ... arising out of the claims expressly pleaded in the Action

1 and all other claims, such as those under the California Labor Code, applicable Wage Orders, the  
2 Fair Labor Standards Act, regulations, or other provisions of law, or [*sic*] that could have been  
3 pleaded based on the facts pleaded in the Action for (1) failure to pay overtime wages, (2) failure  
4 to provide accurate itemized wage statements, (3) failure to timely pay wages during  
5 employment or upon termination, (4) unfair business practices based on these violations, and  
6 (5) all claims for injunctive relief, liquidated damages, and penalties.” The PAGA release  
7 encompasses “any and all claims during the PAGA Period for civil penalties, fees, and costs  
8 pleaded in the Action or that could have been pleaded based on the facts alleged in the Action  
9 and preceding PAGA notices to the LWDA.”

10 The releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim*  
11 *Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) Consistent with the statute,  
12 aggrieved employees will not be able to opt out of the PAGA portion of the settlement.

#### 13 **V. FAIRNESS OF SETTLEMENT**

14 Plaintiff estimates that the maximum total value of the action is \$2,363,822, so that the  
15 settlement represents a 21.2 percent recovery. This includes approximately \$198,072 in waiting  
16 time penalties, \$436,000 in wage statement penalties, and \$1,729,750 in PAGA penalties.  
17 Plaintiff explains that the value of the overtime claims was largely from the associated waiting  
18 time penalties rather than the actual underpaid overtime wages. The Court agrees that the  
19 settlement achieves a good result for the class considering the technical nature of the violations  
20 alleged and the portion of the case’s value is associated with uncertain penalty awards. The  
21 Court accordingly finds that the settlement is fair and reasonable to the class, and the PAGA  
22 allocation is genuine, meaningful, and reasonable in light of the statute’s purposes.

23 Of course, the Court retains an independent right and responsibility to review the  
24 requested attorney fees and award only so much as it determines to be reasonable. (See  
25 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)  
26 While 1/3 of the common fund for attorney fees is generally considered reasonable, counsel shall  
27 submit lodestar information prior to the final approval hearing in this matter so the Court can  
28 compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half Intern.*

1 *Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the reasonableness of  
2 a percentage fee through a lodestar calculation].) Counsel must also address their fee-splitting  
3 arrangement at that time.

#### 4 **VI. PROPOSED SETTLEMENT CLASS**

5 Plaintiff requests that the following settlement class be provisionally certified:

6  
7 all hourly, non-exempt employees who are currently or have been employed by  
8 Defendant, Silicon Valley Bank, in the State of California and either (i) earned  
9 overtime wages and non-discretionary compensation, including incentives,  
10 bonuses, and non-cash awards, at any time from April 6, 2016, through January 7,  
11 2022 (the “Class Period”) or (ii) earned overtime wages at any time from April 6,  
12 2019, through January 7, 2022 (the “PAGA Period”).

#### 13 14 **A. Legal Standard for Certifying a Class for Settlement Purposes**

15 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order  
16 approving or denying certification of a provisional settlement class after [a] preliminary  
17 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a  
18 class “when the question is one of a common or general interest, of many persons, or when the  
19 parties are numerous, and it is impracticable to bring them all before the court ....”

20 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:  
21 (1) an ascertainable class and (2) a well-defined community of interest among the class  
22 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*  
23 *Drug Stores*).) “Other relevant considerations include the probability that each class member  
24 will come forward ultimately to prove his or her separate claim to a portion of the total recovery  
25 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”  
26 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of  
27 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the  
28 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

1 In the settlement context, “the court’s evaluation of the certification issues is somewhat  
2 different from its consideration of certification issues when the class action has not yet settled.”  
3 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the  
4 settlement-only context, the case management issues inherent in the ascertainable class  
5 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*  
6 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or  
7 overbroad class definitions require heightened scrutiny in the settlement-only class context, since  
8 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

9 **B. Ascertainable Class**

10 A class is ascertainable “when it is defined in terms of objective characteristics and  
11 common transactional facts that make the ultimate identification of class members possible when  
12 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980  
13 (*Noel*.) A class definition satisfying these requirements

14  
15 puts members of the class on notice that their rights may be adjudicated in the  
16 proceeding, so they must decide whether to intervene, opt out, or do nothing and  
17 live with the consequences. This kind of class definition also advances due  
18 process by supplying a concrete basis for determining who will and will not be  
19 bound by (or benefit from) any judgment.

20  
21 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

22 “As a rule, a representative plaintiff in a class action need not introduce evidence  
23 establishing how notice of the action will be communicated to individual class members in order  
24 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held  
25 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to  
26 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on  
27 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178  
28 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with

1 objective characteristics and transactional parameters, and can be determined by DIRECTV's  
2 own account records. No more is needed."].)

3 Here, the estimated 361 class members are readily identifiable based on Defendant's  
4 records, and the settlement class is appropriately defined based on objective characteristics. The  
5 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

### 6 **C. Community of Interest**

7 The "community-of-interest" requirement encompasses three factors: (1) predominant  
8 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and  
9 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34  
10 Cal.4th at pp. 326, 332.)

11 For the first community of interest factor, "[i]n order to determine whether common  
12 questions of fact predominate the trial court must examine the issues framed by the pleadings  
13 and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.*  
14 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict  
15 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*  
16 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be  
17 jointly tried, when compared with those requiring separate adjudication, are so numerous or  
18 substantial that the maintenance of a class action would be good for the judicial process and to  
19 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105  
20 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined by facts  
21 common to all members of the class, a class will be certified even if the members must  
22 individually prove their damages." (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

23 Here, common legal and factual issues predominate. Plaintiff's claims all arise from  
24 Defendant's wage and hour practices applied to the similarly-situated class members.

25 As to the second factor,

26  
27 The typicality requirement is meant to ensure that the class representative is able  
28 to adequately represent the class and focus on common issues. It is only when a

1 defense unique to the class representative will be a major focus of the litigation,  
2 or when the class representative's interests are antagonistic to or in conflict with  
3 the objectives of those she purports to represent that denial of class certification is  
4 appropriate. But even then, the court should determine if it would be feasible to  
5 divide the class into subclasses to eliminate the conflict and allow the class action  
6 to be maintained.

7  
8 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,  
9 brackets, and quotation marks omitted.)

10 Like other members of the class, Plaintiff was employed by Defendant as a non-exempt  
11 employee and alleges that she experienced the violations at issue. The anticipated defenses are  
12 not unique to Plaintiff, and there is no indication that Plaintiff's interests are otherwise in conflict  
13 with those of the class.

14 Finally, adequacy of representation "depends on whether the plaintiff's attorney is  
15 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the  
16 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class  
17 representative does not necessarily have to incur all of the damages suffered by each different  
18 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91  
19 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not  
20 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation  
21 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks  
22 omitted.)

23 Plaintiff has the same interest in maintaining this action as any class member would have.  
24 Further, she has hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy of  
25 representation.

#### 26 **D. Substantial Benefits of Class Certification**

27 "[A] class action should not be certified unless substantial benefits accrue both to  
28 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,

1 internal quotation marks omitted.) The question is whether a class action would be superior to  
2 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of  
3 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a  
4 class action is proper where it provides small claimants with a method of obtaining redress and  
5 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.  
6 120–121, internal quotation marks omitted.)

7 Here, there are an estimated 361 class members. It would be inefficient for the Court to  
8 hear and decide the same issues separately and repeatedly for each class member. Further, it  
9 would be cost prohibitive for each class member to file suit individually, as each member would  
10 have the potential for little to no monetary recovery. It is clear that a class action provides  
11 substantial benefits to both the litigants and the Court in this case.

## 12 **VII. NOTICE**

13 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule  
14 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures  
15 for class members to follow in filing written objections to it and in arranging to appear at the  
16 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining  
17 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of  
18 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class  
19 members; (5) The resources of the parties; (6) The possible prejudice to class members who do  
20 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule  
21 3.766(e).)

22 Here, the notice describes the lawsuit, explains the settlement, and instructs class  
23 members that they may opt out of the settlement or object. The gross settlement amount and  
24 estimated deductions are provided. Class members are informed of their qualifying workweeks  
25 as reflected in Defendant’s records. The notice makes it clear that class members may appear at  
26 the final fairness hearing to make an oral objection without filing a written objection. Class  
27 members are given 45 days to request exclusion from the class or submit a written objection to  
28 the settlement.

1 The notice is generally adequate, but must be modified to instruct class members that  
2 they may opt out of the settlement by simply providing their name, without the need to provide  
3 their Social Security Number or other identifying information. Class members should be  
4 instructed how to dispute their workweek information if there is an error. And the notice must  
5 describe how notice of final judgment will be provided to the class. (Cal. Rules of Court, Rule  
6 3.771(b).) Regarding appearances at the final fairness hearing, the notice shall be further  
7 modified to instruct class members as follows:

8  
9 Hearings before the judge overseeing this case will be conducted remotely. (As  
10 of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class  
11 members who wish to appear should contact class counsel at least three days  
12 before the hearing if possible. Instructions for appearing remotely are provided at  
13 [https://www.scscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml) and  
14 should be reviewed in advance. Class members may appear remotely using the  
15 Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll  
16 free conference call number for Department 1.

17  
18 Turning to the notice procedure, the parties have selected Phoenix Settlement  
19 Administrators as the settlement administrator. The administrator will mail the notice packet  
20 within 35 calendar days of preliminary approval. Any returned notices will be re-mailed to any  
21 forwarding address provided or located using a skip-trace search. These notice procedures are  
22 appropriate and are approved, with the modification that the administrator shall update class  
23 members' addresses using the National Change of Address Database prior to the initial mailing.

#### 24 **VIII. CONCLUSION**

25 Plaintiff's motion for preliminary approval is GRANTED, subject to the modifications to  
26 the notice and notice procedure stated above. The final approval hearing shall take place  
27 on **January 12, 2023** at 1:30 p.m. in Dept. 1. The following class is preliminarily certified for  
28 settlement purposes:

1 all hourly, non-exempt employees who are currently or have been employed by  
2 Defendant, Silicon Valley Bank, in the State of California and either (i) earned  
3 overtime wages and non-discretionary compensation, including incentives,  
4 bonuses, and non-cash awards, at any time from April 6, 2016, through January 7,  
5 2022 (the “Class Period”) or (ii) earned overtime wages at any time from April 6,  
6 2019, through January 7, 2022 (the “PAGA Period”).  
7

8 Before final approval, Plaintiff shall lodge any individual settlement agreement she may  
9 have executed in connection with her employment with Defendant for the Court’s review.

10 **IT IS SO ORDERED.**

11  
12 Date: October 3, 2022

13   
\_\_\_\_\_  
The Honorable Sunil R. Kulkarni  
Judge of the Superior Court