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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

TONY CATELLI, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

INNOVATIVE CONSTRUCTION
SOLUTIONS, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: MSC21-01257

(Assigned for all purposes to the Honorable
Charles S. Treat, Dept. 12)

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

Date: June 8, 2023
Time: 9:00 a.m.
Dept.: 12

Complaint Filed: June 1, 2021
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on June 8, 2023, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard, before the Honorable Charles S. Treat, judge presiding, in Department 12
4 of the above referenced Court, located at 725 Court Street, Martinez, California 94553, Plaintiff
5 Tony Catelli (“Plaintiff”) will and hereby does move this Court for an Order:

6 (1) Granting final approval of the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement,” “Agreement,” or “Settlement Agreement”);

8 (2) Approving and directing distribution to the Class Members of the Individual
9 Settlement Payments, and distribution to the PAGA Employees of the Individual PAGA
10 Payments pursuant to the terms of the Settlement Agreement;

11 (3) Approving Plaintiff’s request for an award of the Class Representative Enhancement
12 Payment of \$2,500.00 to Plaintiff, pursuant to the terms of the Settlement Agreement;

13 (4) Approving Class Counsel’s request for an award of Attorneys’ Fees and Costs,
14 including attorneys’ fees of one-third of the Maximum Settlement Amount, or \$10,000.00, and
15 reimbursement of actual litigation costs of \$3,812.74, pursuant to the terms of the Settlement
16 Agreement;

17 (5) Approving Plaintiff’s request for the payment of Settlement Administration Costs to
18 Phoenix Settlement Administrators in the amount of \$4,250.00, pursuant to the terms of the
19 Settlement Agreement;

20 (6) Approving Plaintiff’s request for payment to the California Labor and Workforce
21 Development Agency (“LWDA”) of \$1,500.00, from the PAGA Allocation pursuant to the terms
22 of the Settlement Agreement; and

23 (7) Entering final judgment as to all Class Members in the Action who did not submit a
24 timely Request for Exclusion, and as to all PAGA Employees and the State of California with
25 respect to the PAGA Action Complaint, pursuant to the terms of the Settlement Agreement.

26 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
27 provides for court approval of the settlement of a purported class action and allows the Court to
28 grant final certification of a class for settlement purposes. The basis for this unopposed Motion

1 is that the proposed settlement is fair, adequate, and reasonable, and the procedures proposed by
2 the Parties and preliminarily approved by the Court were adequate to ensure the opportunity for
3 Class Members to participate in, opt out of, or object to the settlement. In light of the
4 overwhelmingly positive response, as shown by the lack of any objections to the settlement and
5 high percentage of Class Members participating in the settlement, there is no question that the
6 settlement is fair, reasonable, and adequate, and thus should be granted final approval.

7 This Motion will be based on the attached Memorandum of Points and Authorities, the
8 supporting Declarations of Larry W. Lee, Mai Tulyathan, William L. Marder, Plaintiff Tony
9 Catelli, and Kevin Lee of Phoenix Settlement Administrators, and upon the oral arguments of
10 counsel (should there be any), and on the complete records and file herein.

11
12 DATED: May 16, 2023

DIVERSITY LAW GROUP, P.C.

13 By: /s/ Mai Tulyathan

14 Larry W. Lee

Mai Tulyathan

15 Attorneys for Plaintiff, the Class, and Aggrieved
16 Employees

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1 **I. INTRODUCTION**

2 Plaintiff Tony Catelli (“Plaintiff”) now seeks the Court’s final approval of the Joint
3 Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
4 Agreement”) entered into between Plaintiff and Defendant Innovative Construction Solutions
5 (“Defendant”). The Settlement Agreement provides for a settlement fund of Thirty Thousand
6 Dollars (\$30,000.00) (the “Maximum Settlement Amount”) to be created for the benefit of the
7 Class. From this Maximum Settlement Amount, attorney’s fees, litigation costs, an enhancement
8 award to Plaintiff, PAGA penalties, and the costs of settlement administration are to also be paid.
9 The entire Net Settlement Amount after these deductions will be paid to all Class Members who
10 did not opt out of the Settlement.

11 The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval
12 Motion, and thus is incorporated herein by reference from Plaintiff’s Preliminary Approval
13 Motion. Following the hearing of Plaintiff’s Preliminary Approval Motion on January 19, 2023,
14 the Court issued its Order After Hearing Granting Plaintiff’s Motion for Preliminary Approval of
15 Class Action Settlement (“Preliminary Approval Order”), preliminarily approving this
16 settlement, directing distribution of the class notice, and scheduling the hearing for final approval
17 of the settlement.

18 As directed by the Court, the Settlement Administrator selected by the Parties—Phoenix
19 Settlement Administrators—distributed the Class Notice to 90 Class Members¹. (*See*
20 Declaration of Kevin Lee on Behalf of Phoenix Settlement Administrators (“Admin. Decl.”) at
21 ¶¶ 3-5.) To date, only one request for exclusion has been submitted to the Settlement
22 Administrator. (*Id.* at ¶ 8.) There have been *zero* (0) objections filed by any Class Member. (*Id.*
23

24 ¹ The Court preliminarily approved a settlement class of 129 individuals. However, upon compilation of
25 the Class List, Defendant discovered 39 individuals who were properly included as PAGA Employees but
26 inadvertently included as Class Members because they received their Initial Physical Wage Statement
27 either before or after the Class Period, and thus did not actually belong to the settlement class. After
28 correcting the Class List to remove these individuals who were erroneously included, Defendant
represented that there are 90 individuals identified as Class Members and 128 individuals identified as
Aggrieved Employees. (Tulyathan Decl. at ¶ 12.) The net result is that the Individual PAGA Payments
remained substantially the same, but that Individual Class Payments were marginally higher than
anticipated in the Motion for Preliminary Approval.

at ¶ 9.) As such, the settlement has a significantly high participation rate of **98.89 percent**. (*Id.* at ¶ 11.) In light of this positive response from Class Members, an inference can be made that the Class supports the Court’s Preliminary Approval Order finding that the Settlement Agreement is fair and reasonable. (Declaration of Mai Tulyathan (“Tulyathan Decl.”) at ¶ 4.)

In addition to the results of the notice process, for the same reasons as set forth earlier in Plaintiff’s Motion for Preliminary Approval, the following represents the basic points supporting final approval of the settlement:

- The settlement provides a total settlement sum of \$30,000.00, which is **non-reversionary**;
- The settlement is fair given that participating Class Members will receive (after deductions for fees, costs, etc.) approximately \$83.56² per each participating Class Member (Admin. Decl. at ¶ 13);
- Class Members did not need to submit claim forms to participate in the settlement, but will automatically receive a check for their individual share of the settlement;
- The allocation reflects that payment of individual settlement amounts will be paid to Class Members on a *pro rata* basis, based on the number of Class Members who received Initial Physical Wage Statements during the Class Period;
- Plaintiff’s counsel conducted significant investigation in this case, including conducting informal discovery and exchanges of information, including data pertaining to the number of allegedly deficient wage statements, which was necessary for Plaintiff to fully evaluate the case;
- A highly regarded settlement administrator, Phoenix Settlement Administrators, was retained to administer the settlement for a Settlement Administration Cost of approximately \$4,250.00 (Admin. Decl. at ¶ 15); and
- The State of California’s LWDA will also be the beneficiary of this settlement, as

² The estimated individual settlement payment to each participating Class Member increased from approximately \$48.45 per person (the estimated amount at preliminary approval), to approximately \$83.56 per person, in light of the decrease in the number of individuals in the settlement class. (Tulyathan Decl. at ¶ 14.)

1 it will receive \$1,500.00 pursuant to the PAGA Allocation, should this settlement be granted
2 final approval. Timely notice of the PAGA settlement was provided to the LWDA in accordance
3 with PAGA, and no objections to the settlement by the LWDA were received by Plaintiff's
4 counsel. (Tulyathan Decl. at ¶ 25.)

5 Based on the foregoing, the Court should grant Final Approval consistent with the
6 Preliminary Approval Order.

7 **II. THE SETTLEMENT**

8 **A. Class Members Were Provided Proper Notice**

9 The notice procedures required by the Preliminary Approval Order have been followed
10 and satisfy all due process rights of Class Members. Specifically, the Preliminary Approval
11 Order contemplated that the Notice of Class Action and PAGA Settlement ("Class Notice"), as
12 approved in the Preliminary Approval Order, be sent to all Class Members by first class mail,
13 as specified in the Settlement. The Preliminary Approval Order contemplated, further, that
14 Phoenix Settlement Administrators would serve as the Settlement Administrator.

15 As clearly stated in the Declaration of Kevin Lee on behalf of Phoenix Settlement
16 Administrators, notice was provided to Class Members pursuant to the Settlement Agreement
17 and the Preliminary Approval Order. On February 13, 2023, the Settlement Administrator
18 received the Class List from Defendant that included 90 Class Members and 128 PAGA
19 Employees. (Admin. Decl. ¶ 3.) Prior to mailing the Class Notice, the Settlement
20 Administrator conducted a National Change of Address (NCOA) search to correct and/or
21 update the Class List in case of any address changes. (*Id.* at ¶ 4.) On March 1, 2023, the
22 Settlement Administrator mailed the Class Notice in English and Spanish to all Class Members
23 and PAGA Employees on the mailing list via U.S. first class mail. (*Id.* at ¶ 5.) From the date
24 of the mailing, two (2) Class Notice packets were returned to the Settlement Administrator due
25 to incorrect addresses. (*Id.* at ¶ 6.) The Settlement Administrator conducted skip tracing to
26 identify updated addresses for the two Class Notice packets. Of the two Class Notice packets
27 that were skip traced, one updated address was obtained and the Settlement Administrator
28 subsequently re-mailed the Class Notice packet via U.S. first class mail. (*Id.*) As of the date of

1 this filing, one Class Notice packet remains undeliverable as an updated address could not be
2 obtained via skip trace. (*Id.* at ¶ 7.) Further, the Class Notice provided Class Members and
3 PAGA Employees with Class Counsel’s and the Settlement Administrator’s contact
4 information and website, where they could seek further information regarding the settlement,
5 ask questions, review pleadings in the case, and update their address. (Admin. Decl., Ex. A.)

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

16 Here, the Class Members were provided with a mailing that explained the settlement
17 and allowed Class Members to seek information, ask questions, and exclude themselves and/or
18 object to the settlement, if so desired. Additionally, the Class Notice was provided to the Class
19 Members in English and Spanish. (Admin. Decl. ¶ 5.) As such, proper notice has been given
20 to the Class Members. The Court, therefore, may proceed to determine the fairness and
21 adequacy of the settlement, and order its approval, secure in the knowledge that all absent Class
22 Members have been given the opportunity to participate fully in the claims, exclusion, and the
23 approval process.

24 //

25 //

26 //

27 //

28 //

1 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
2 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

3 **A. The Terms, Negotiation, and Reception of the Settlement by Class Members**
4 **All Strongly Support the Conclusion that the Settlement is Fair, Adequate,**
5 **and Reasonable**

6 Since the filing of this case, the Parties thoroughly investigated the facts relating to the
7 claims alleged in the Complaint, and have engaged in a thorough study of the legal principles
8 applicable to the claims asserted against Defendant. Defendant provided data relating to the
9 number of wage statements issued to the putative class members and PAGA Employees, as well
10 as information pertaining to its wage statement practices. Thereafter, the Parties commenced
11 informal settlement negotiations and were ultimately able to reach the current settlement.
12 (Tulyathan Decl. at ¶ 3.) Based on their own independent investigations and evaluations, the
13 Parties and their respective counsel are of the opinion that settlement for the consideration and
14 on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the
15 best interests of the Class and Defendant in light of all known facts and circumstances and the
16 expenses and risks inherent in litigation.

17 As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.
18 App. 4th 116, 130, 133, a class action settlement should be approved when the plaintiff has
19 conducted sufficient discovery and the settlement is reasonable in light of the strengths of the
20 plaintiff's claims. As discussed herein, Plaintiff's counsel has conducted extensive investigation
21 and, in light of the strength and weaknesses of Plaintiff's claims, Plaintiff's attorneys submit that
22 this settlement is fair pursuant to *Kullar*.

23 In the present case, Plaintiff's Labor Code § 226 claim arises from Plaintiff's allegations
24 that Defendant's wage statements failed to list the inclusive dates of the payroll period on wage
25 statements provided to Class Members. (Tulyathan Decl. at ¶ 8.) Defendant provided data
26 relating to the number of allegedly deficient wage statements issued to putative class members,
27 which allowed Plaintiff to conduct an exposure analysis for the class and PAGA claims. (*Id.*)
28 Specifically, during the investigation process, it was discovered that the alleged wage statement

1 violation only appeared on the very first (initial) physical wage statements (the “Initial Physical
2 Wage Statements”) the employer issued to its employees, and that all subsequent wage
3 statements did not contain any of the alleged violations. (*Id.* at ¶ 9.) Thereafter, the Parties
4 engaged in settlement discussions over several months and ultimately reached the current
5 settlement. (*Id.*)

6 As explained in Plaintiff’s preliminary approval motion, Plaintiff calculated maximum
7 exposure for Labor Code § 226 penalties to be \$6,450.00 and derivative PAGA penalties of
8 \$32,250.00 for a total of \$38,700.00. Based thereon, the \$30,000.00 settlement comprises
9 approximately 77.5% of the realistic exposure, which is consistent with settlements approved by
10 numerous courts. (*Id.* at ¶ 10; *see, e.g., In re Mego Fin. Corp. Secs. Litig.* (9th Cir. 2000) 213
11 F.3d 454, 459; *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. Mar. 20, 2015) No. 13-CV-
12 02377-JSC, 2015 WL 1289342, at *6; *Van Ba Ma v. Covidien Holding Inc.* (C.D. Cal. 2014)
13 U.S. Dist. Ct. Case No. 8:12-cv-02161.)

14 The results after mailing of the Class Notice support confirmation of the Court’s
15 preliminary approval of the settlement with final approval of the settlement, as evidenced by
16 the fact that only one class member opted out and zero class members submitted any written
17 objections to the settlement. (Admin. Decl. at ¶¶ 8-9.) With the significantly high rate of
18 participation in the settlement by class members (98.89%), the Court may appropriately infer
19 that the settlement is fair, adequate, and reasonable. (*See Class Plaintiffs v. City of Seattle* (9th
20 Cir. 1992) 955 F.2d 1268, 1291; *Churchill Vill. LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d
21 566, 577 (approving settlement with 45 objections and 500 opt-outs from a 90,000-person
22 class, representing 0.05% and 0.56% of the class, respectively); *Chun-Hoon v. McKee Foods*
23 *Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 852 (where 16 of 329 class members opted out,
24 court found that positive class reaction “strongly supports settlement”).) Here, the lack of any
25 objections and only one opt-out to this current settlement indicates that Class Members
26 themselves view the settlement as fair, adequate, and reasonable.

27 //

28 //

1 **B. Under Well-Established Legal Principles, the Court Should Grant Final**
2 **Approval to the Settlement**

3 **1. Standard of Review**

4 On a motion for final approval of a class action settlement under Civil Code § 1781(f)
5 and Federal Rules of Civil Procedure (“FRCP”) Rule 23(e), a court’s inquiry is whether the
6 settlement is “fair, adequate and reasonable.”³ (*Officers for Justice v. Civil Serv. Comm’n* (9th
7 Cir. 1982) 668 F.2d 615, 625, *cert. denied subnom.*, *Byrd v. Civil Serv. Comm’n* (1983) 459
8 U.S. 1217.) A settlement is fair, adequate, and reasonable, and therefore merits final approval,
9 when “the interests of the class are better served by the settlement than by further litigation.”
10 (*See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004)
11 (*“Manual”*)). The law favors settlement, particularly in class actions and other complex cases,
12 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal
13 litigation. (*See Alba Conte & Herbert B. Newberg* (2008) 4 *Newberg on Class Actions* § 11.41;
14 *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v.*
15 *Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.)

16 Although the Court possesses “broad discretion” in determining that a proposed class
17 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
18 reasoned judgment that the agreement is not the product of fraud or overreaching by, or
19 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
20 reasonable, and adequate to all concerned. (*See Officers for Justice, supra*, 688 F.2d at p. 625.)
21 Accordingly, the Court should give due regard to what is otherwise a “private consensual
22 agreement” between the parties. (*Id.*; *see also Church v. Consolidated Freightways, Inc.* (N.D.
23 Cal. 1993) 1993 WL 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig.* (D. Ariz. 1989)
24 720 F. Supp. 1379, *aff’d sub nom.*, *City of Seattle*, 955 F.2d 1268; *Manual* § 21.6 at p. 309
25 (“The judicial role in reviewing a proposed settlement is critical, but limited to approving the
26 proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the

27
28 ³ Both Civil Code § 1781(f) and FRCP Rule 23 have been expressly authorized by the California Supreme Court for use in all California class action litigation. *See Vasquez v. Superior Court*, 4 Cal. 3d 800, 820-821 (1971).

1 agreement.”.)

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

8 As the court in *7-Eleven Owners for Fair Franchising v. Southland Corp* cautioned:

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

15 (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135,
16 1146.)

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

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

20 [A] presumption of fairness exists where: (1) the settlement is
21 reached through arm’s-length bargaining; (2) investigation and
22 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.

23 (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; *7-Eleven Owners for Fair*
24 *Franchising*, 85 Cal. App. 4th at p. 1146; *accord, Ellis v. Naval Air Rework Facility* (N.D. Cal.
25 1980) 87 F.R.D. 15, 18; *In re Wash. Pub Power Supply*, 720 F Supp at p. 1387.)

26 The settlement in the case at bar warrants approval and carries a presumption of fairness.
27 As previously noted in the Preliminary Approval Motion, this settlement was negotiated at arm’s
28 length, after the data for the class was produced and analyzed, and after substantial investigation

1 and discussions regarding Defendant’s wage statement practices and potential liability.
2 (Tulyathan Decl. at ¶¶ 7-9.)

3 Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in
4 the supporting declarations, Class Counsel has significant experience in class actions and
5 employment wage and hour matters. (Declaration of Larry W. Lee at ¶¶ 4-5; Tulyathan Decl. at
6 ¶¶ 17-19; Declaration of William L. Marder (“Marder Decl.”) at ¶ 9.)

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

9 To assess the fairness, adequacy, and reasonableness of a class action settlement, the
10 Court also should weigh the immediacy and certainty of substantial settlement proceeds against
11 the risks inherent in continued litigation. (*See also In re General Motors Corp.* (3d Cir. 1995)
12 55 F.3d 768, 806 (“present value of the damages plaintiffs would likely recover if successful,
13 appropriately discounted for the risk of not prevailing, should be compared with the amount of
14 the proposed settlement”) (internal citations omitted); *Girsh v. Jepson* (3d Cir. 1975) 521 F.2d
15 153, 157; *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 616-17.)

16 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have
17 been responsible for Defendant’s costs. (Declaration of Tony Catelli (“Catelli Decl.”) at ¶ 9.)
18 As such, should individual, current or former employees of Defendant wish to bring individual
19 claims on the same cause of action, they would each face the uncertainty of prevailing and the
20 possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought
21 by many of these current and former employees—thus, this lawsuit achieves a true benefit for
22 the class that they might not otherwise get or seek as individuals. Here, given that a fair and
23 reasonable settlement has been reached, neither Plaintiff nor any of the Class Members or
24 PAGA Employees will be required to pay for Defendant’s litigation costs.

25 The risks of this case were weighed by Class Counsel and should be considered a
26 significant issue by the Court in its determination of final approval. Class Counsel obtained a
27 settlement for the Class that resulted in a fair recovery which at the same time provides for
28 finality and no risk of costs by the Class Members, the Class Representative, or the PAGA

1 Employees.

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

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

14 Another factor considered by courts in approving a settlement is the complexity,
15 expense, and likely duration of the litigation. (*See Officers for Justice*, 688 F.2d at p. 625;
16 *Girsh*, 521 F.2d at p. 157.) In applying this factor, the Court must weigh the benefits of the
17 settlement against the expense and delay involved in achieving an equivalent or more favorable
18 result at trial. (*See Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434.)

19 As noted above, continued litigation could have led to appeals on a number of issues.
20 On the other hand, the settlement that was reached provides to all Class Members – regardless
21 of their means – fair relief in a prompt and efficient manner. Were the Court to deny final
22 approval, the Class Members would be left without a remedy as a practical matter and courts
23 across the State would have to address the issues presented here in a piecemeal, costly, and
24 time-consuming manner. The settlement in this case is therefore consistent with the
25 “overriding public interest in settling and quieting litigation” that is “particularly true in class
26 action suits.” (*See Van Bronkhorst v. Safeco Corp.*, 529 F.2d at p. 950 (footnote omitted); *see*
27 *also 4 Newberg* § 11.41.)

28 //

1 **5. *The Opinion of Experienced Counsel Favors Final Approval***

2 Class Counsel support the settlement as fair, reasonable, and adequate, and in the best
3 interest of the Class Members as a whole. (Lee Decl. at ¶ 2; Tulyathan Decl. at ¶ 11; Marder
4 Decl. at ¶ 2.) Similarly, Defendant’s Counsel is also in favor of and recommends approval of
5 this settlement. The endorsement of qualified and well-informed counsel of a settlement as
6 fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval
7 determination. (See *Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485
8 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.)

9 **6. *Discovery and the Settlement Discussions Undertaken in this Action***
10 ***Favor Final Approval***

11 Prior to negotiating the settlement, Class Counsel engaged in significant investigation of
12 the claims at issue. The Parties engaged in informal discovery to obtain the class data to
13 determine the potential amount of penalties that Defendant possibly could be liable for if
14 Plaintiff prevailed at trial. (Tulyathan Decl. at ¶¶ 7-9.) It was only after the production of such
15 information and data and analysis that the Parties engaged in settlement discussions which
16 ultimately led to this settlement. (*Id.*)

17 As detailed above, each of the factors counsel strongly in favor of final approval of the
18 settlement by this Court.

19 **IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**
20 **SHOULD BE APPROVED**

21 Plaintiff has requested, and Defendant does not oppose, a Class Representative
22 Enhancement Payment of Two Thousand Five Hundred Dollars (\$2,500.00), pursuant to the
23 terms of the Settlement Agreement. As shown in the supporting declaration, Plaintiff provided
24 significant assistance with the prosecution of this lawsuit, including discussing the case with
25 Class Counsel on multiple occasions, searching for and providing documents and information
26 regarding Defendant’s practices, and reviewing the various files and pleadings submitted in this
27 case. (Catelli Decl. at ¶ 8.) As part of his duties as Class Representative, Plaintiff provided
28 invaluable information, evidence, and documents that resulted in this settlement.

1 In addition to the invaluable service that he provided, Plaintiff also took a significant
2 risk, both professionally and monetarily, in acting as a Class Representative. Because the
3 claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could
4 have possibly faced paying the costs of Defendant had Plaintiff not prevailed in this action.
5 (Catelli Decl. at ¶ 9.) Moreover, given that future employers are much less likely to hire
6 individuals who have filed suit against their prior employer, particularly cases of this nature,
7 Plaintiff also faced significant risk in not being able to find suitable employment and/or faced
8 retaliation from prospective employers, as all a result of filing this case against Defendant. (*Id.*
9 at ¶ 10.) Despite this, however, Plaintiff took these risks upon himself to the benefit of the
10 Class.

11 Plaintiff assumed such risks and the whole Class benefited from this. In other words,
12 Class Members did not have to file individual lawsuits and bear the risks of payment of fees
13 and costs if they did not prevail, nor did they have to face the potential for retaliation and not
14 getting future employment had they filed a lawsuit which is a public record. These are
15 significant benefits that weigh in favor of granting the requested enhancement.

16 Finally, in the Settlement Agreement, Plaintiff also agreed to give a general release and
17 waiver of the protections of Civil Code Section 1542, which other Class Members did not have
18 to do. This is a more extensive release than that provided by the Class at large, also supporting
19 the request for the enhancement.

20 Courts have routinely granted approval of settlements containing such enhancements.
21 (*See Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299-300
22 (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.* (S.D. Ohio
23 1990) 130 F.R.D. 366, 374 (two incentive awards of \$ 55,000, and three incentive awards of
24 \$35,000); *Brotherton v. Cleveland* (S.D. Ohio 2001) 141 F.Supp.2d 907, 913-14 (granting a
25 \$50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.* (S.D.
26 Ohio 1991) 137 F.R.D. 240, 251-52 (\$50,000 awarded to each class representative); *Glass v.*
27 *UBS Fin. Servs.* (N.D. Cal. Jan. 27, 2007) No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-
28 52 (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*

(7th Cir. 1998) 142 F.3d 1004, 1016 (affirming \$25,000 Incentive award to class representative in ERISA case).)

Here, this litigation has resulted in a valuable benefit to the Class, and the Class Representative took on substantial risk and sacrifice in helping to get this financial benefit to the Class. As such, the enhancement should be awarded to the named Plaintiff for his commitment, dedication, and risks taken for this litigation. Accordingly, the Court should find that the Class Representative Enhancement Payment is fair and reasonable.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel seeks a fee award calculated at one-third of the Maximum Settlement Amount, or \$10,000.00, for the successful prosecution and resolution of this action. California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to Class Members by the settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 [*Serrano III*]; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1997) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment to the Class and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at p. 769.)

Under California law, the award of attorneys' fees in common fund wage and hour class action settlements is under the percentage method. (*See Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503 ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created").) Under the percentage of the fund method, the Court's objective remains to "mimic the market" in fixing a reasonable fee. (*See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 ("When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set....The judge, in other words, is trying to mimic the market

1 in legal services”).)

2 Here, the fee award representing approximately one-third of the fund clearly falls within
3 that range and is consistent with other rulings of other courts and comprehensive surveys of class
4 action settlements and fee awards. (*See Martin v. AmeriPride Servs.* (S.D. Cal. 2011) 2011 U.S.
5 Dist. LEXIS 61796, 23 (recognizing that “courts may award attorney’s fees in the 30-40% range
6 in wage and hour class actions that result in recovery of a common fund under \$10 million”); *see*
7 *also* Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-*
8 *2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action
9 litigation nationwide conclude that fees in the range sought here are consistent with market
10 rates).) The results delivered by Class Counsel also support the requested percentage of the
11 fund. Here, Plaintiff and his counsel secured a \$30,000.00 common fund settlement.

12 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
13 is relevant to the...reasonable determination” regarding fees. (*Swedish Hospital v. Shalala* (D.C.
14 Cir. 1993) 1 F.3d 1261, 1272.) A positive response rate tends to suggest that the court’s
15 “approximation of the market” for fees is well supported. (*Id.* at p. 1269.) In this case, the Class
16 Notice specifically notified Class Members that Class Counsel would be seeking one-third of the
17 Maximum Settlement Amount as attorneys’ fees. To date, no Class Member has objected to the
18 settlement. This strong favorable response also supports the requested fees.

19 In addition, it is recognized that one of the primary factors justifying an enhanced
20 attorney’s fees reward is the attendant risks inherent in the litigation. As observed in *City of*
21 *Detroit v. Grinnell Corp.*:

22 No one expects a lawyer whose compensation is contingent upon
23 his success to charge, when successful, as little as he would charge
24 a client who had agreed to pay for his services, regardless of
25 success. Nor, particularly in complicated cases producing large
26 recoveries, is it just to make a fee depend solely on the reasonable
27 amount of time expended.

28 (*City of Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 470.) For Class Counsel, the fees
here were wholly contingent in nature and the case presented far more risk than the usual
contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a
potentially drawn-out battle with a corporate defendant.

1 As secondary support for the percentage of the fund method, courts have discretion to
2 “cross-check” the fees awarded through the lodestar method. However, the *Laffitte* Court
3 “emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the
4 trial court’s primary determination of the fee as a percentage of the common fund and thus does
5 not impose an absolute maximum or minimum on the potential fee award.” (*Laffitte*, 1 Cal.5th at
6 p. 505; *In re Rite Aid Corp. Secs. Litig.* (3d Cir. 2005) 396 F.3d 294, 306-307 (“[The lodestar
7 cross-check does not trump the primary reliance on the percentage of common fund method”).)

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

22 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to
23 4 or even higher.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255; *see also*,
24 *e.g.*, *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52
25 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal.App.4th at p. 60
26 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203
27 Cal.App.3d 78 (1988) (affirming a 2.34 multiplier without remand).) The intermediate court in
28 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed

1 a 2.13 multiplier. (*Laffitte*, 231 Cal.App.4th at pp. 881-82.) The intermediate court opinion was
2 affirmed in full by the California Supreme Court in its new decision guiding lower courts on
3 assessing fees.

4 With respect to Class Counsel's lodestar, to date, approximately 144.2 hours have been
5 expended by Class Counsel in this matter. (Tulyathan Decl. at ¶ 21, Ex. A; Lee Decl. at ¶ 6, Ex.
6 A; Marder Decl. at ¶ 10, Ex. A.) Moreover, Class Counsel expects to incur approximately 16
7 additional hours in finalizing this settlement, including handling any post-approval matters and
8 settlement issues that may arise. (Tulyathan Decl. at ¶ 22; Lee Decl. at ¶ 6; Marder Decl. at ¶
9 11.) Mr. Lee requests an hourly rate of \$800.00 per hour. (Lee Decl. at ¶ 6.) Mr. Marder
10 requests an hourly rate of \$750.00 per hour. (Marder Decl. at ¶ 12.) Ms. Tulyathan requests an
11 hourly rate of \$600.00. (Tulyathan Decl. at ¶ 23.) The courts are quite liberal in the evidence
12 required to prove an attorney's hours. Detailed time records are not required. An attorney's
13 testimony alone may suffice: "Testimony of an attorney as to the number of hours worked on a
14 particular case is sufficient evidence to support an award of attorney fees, even in the absence of
15 detailed time records." (*Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559.)

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

22 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
23 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
24 1095.) The court may consider other factors when determining a reasonable hourly rate, e.g., the
25 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
26 and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61
27 Cal.App.4th 629, 632-33.)

28 Class Counsel's skill and experience justify the requested rate. As shown in the

1 supporting declarations, Class Counsel have significant experience in the area of employment
2 and wage and hour class actions. Specifically, Class Counsel’s practice focuses on representing
3 employees in employment matters, particularly wage and hour cases. (Lee Decl. at ¶¶ 4-5;
4 Tulyathan Decl. at ¶¶ 17-20; Marder Decl. at ¶¶ 8-9.) As such, based on the hours and
5 applicable rate, the total lodestar to be expended by Class Counsel through finalizing this
6 settlement will be approximately \$108,115.00, based on 160.2 total hours. (Lee Decl. at ¶¶ 6-7;
7 Tulyathan Decl. at ¶¶ 21-23; Marder Decl. at ¶¶ 10-12.)

8 Once the court establishes the lodestar amount, it may enhance the fee award by a
9 multiplier in order to make an appropriate fee award. (*Serrano III*, 20 Cal.3d at p. 48.) The
10 pertinent factors include the difficulty of the questions involved and the skill in presenting them,
11 the contingent nature of the fee award, the extent to which the litigation precluded other
12 employment, and the percentage-of-the-fund the attorney would have received on the fair
13 market. (*Id.*, *Lealao*, 82 Cal.App.4th at p. 49.) However, this list is not exhaustive and the court
14 can consider other factors it deems important in setting the multiplier. (*Ketchum v. Moses* (2001)
15 24 Cal.4th 1122, 1139.)

16 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
17 enhancement based on a percentage-of-the-fund. (*Lealao*, 82 Cal.App.4th at p. 52 (the
18 promptness of settlement “cannot be used to justify the refusal to apply a multiplier”).)
19 According to *Lealao*, courts placed “an extraordinarily high value” on settlement, and counsel
20 should be rewarded, not punished, for achieving this goal in a timely fashion. (*Id.*)

21 Here, based upon Plaintiff’s counsel’s lodestar of \$108,115.00, Plaintiff’s request for a
22 fee award of \$10,000.00 is more than reasonable and fair. As the Court can see, the lodestar far
23 exceeds the requested fee amount, such that it would result in a negative multiplier. As such, the
24 requested fee award in the amount of \$10,000.00 is fair and reasonable, and should be awarded
25 in its entirety.

26 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
27 **OF COSTS**

28 The request for reimbursement of costs, in the amount of \$3,812.74 is fair and

reasonable. Pursuant to the terms of the Settlement Agreement, Plaintiff is allowed to seek reimbursement of litigation costs up to a maximum of \$5,000.00. Class Counsel seeks \$3,812.74 in litigation related costs, which is less than the amount estimated in the Settlement Agreement. (Tulyathan Decl. at ¶ 24, Ex. B; Marder Decl. ¶ 13, Ex. B.) As such, the requested costs should be approved as fair and reasonable.

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

Pursuant to the terms of the Settlement Agreement, the Settlement Administrator Costs paid to Phoenix Settlement Administrators from the Maximum Settlement Amount were not to exceed \$4,250.00. As shown in the Declaration of Kevin Lee, the Settlement Administration Costs expended and sought by Phoenix Settlement Administrators in this matter amount to a total of \$4,250.00. (Admin. Decl. at ¶ 15, Ex. B.) Thus, Settlement Administration Costs in the amount of \$4,250.00 are consistent with the Settlement Agreement and should be approved.

VIII. NOTICE TO THE LWDA HAS BEEN PROVIDED

On May 16, 2023, Plaintiff uploaded this Motion and Proposed Order to the LWDA’s website. (Tulyathan Decl. at ¶ 25.)

IX. UNCASHED FUNDS

Funds represented by Individual Settlement Payment and Individual PAGA Payment checks returned as undeliverable and/or remaining un-cashed for more than 120 days after issuance will be tendered to the State Controller’s Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Class Members and/or PAGA Employees who did not timely cash their checks. (Settlement Agreement at ¶ 72.)

Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify the total amount that was paid to all Class Members and distribution of the un-cashed funds were tendered to the California State Controller.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff

1 respectfully submits that the standards for final approval have been met, and the terms of the
2 Settlement Agreement are fair, adequate and reasonable.

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

- 5 1. Granting final approval to the proposed Settlement Agreement;
- 6 2. Approving distribution of the settlement funds pursuant to the terms of the
7 Settlement Agreement;
- 8 3. Approving Plaintiff's request for award of the class representative enhancement
9 payment, with payment pursuant to the terms of the Settlement Agreement;
- 10 4. Approving Plaintiff's request for an award of the Class Counsel's fees and costs,
11 with payment pursuant to the terms of the Settlement Agreement;
- 12 5. Approving Plaintiff's request for payment of the settlement administration costs,
13 with payment pursuant to the terms of the Settlement Agreement; and
- 14 6. Entering judgment as to all Class Members, PAGA Employees and the State of
15 California in this action.

16
17 DATED: May 16, 2023

DIVERSITY LAW GROUP, P.C.

18 By: /s/ Mai Tulyathan
19 Larry W. Lee
20 Mai Tulyathan
21 Attorneys for Plaintiff, the Class, and Aggrieved
22 Employees
23
24
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27
28

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 May 16, 2023, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**
12 **OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS**
13 **AND AUTHORITIES IN SUPPORT**
14 **2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
15 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
16 **3. DECLARATION OF KWANPORN "MAI" TULYATHAN IN SUPPORT OF**
17 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION**
18 **SETTLEMENT**
19 **4. DECLARATION OF WILLIAM L. MARDER IN SUPPORT OF PLAINTIFF'S**
20 **MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA**
21 **SETTLEMENT**
22 **5. DECLARATION OF KEVIN LEE WITH RESPECT TO SETTLEMENT NOTICE**
23 **ADMINISTRATION**
24 **6. DECLARATION OF TONY CATELLI IN SUPPORT OF PLAINTIFF'S**
25 **MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA**
26 **SETTLEMENT**
27 **7. [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF**
28 **CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

Michael J. Studenka
Michael.Studenka@ndlf.com
Newmeyer & Dillion LLP
895 Dove Street, 5th Floor
Newport Beach, California 92660
Attorneys for Defendant Innovative Construction Solutions

27 X BY ELECTRONIC SERVICE: Based on a court order I caused the
28 above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the
website www.california.tylerhost.net, addressed to all parties appearing on the electronic service
list for the above-entitled case. The service transmission was reported as complete and a copy of

1 the filing receipt/confirmation will be filed, deposited, or maintained with the original
2 document(s) in this office.

3 I declare under penalty of perjury under the laws of the State of California that the
4 above is true and correct. Executed on May 16, 2023, at Los Angeles, California.

5 
6 Erika Mejia