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

THOMAS PENA, an individual, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

AYZENBERG GROUP, INC., a California
Corporation; ERIC AYZENBERG, an
individual; ADRIANE ZAUDKE, an
individual; KRISTEN VAIK VAZQUEZ, an
individual; and DOE 1 through and including
DOE 10,

Defendants.

Case No: 21STCV15447
Related to Case No. 21STCV42580

Assigned to the Hon. Maren Nelson, Dept. 17

**DECLARATION OF ALAN HARRIS IN
SUPPORT OF CONTINUED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 21, 2022
Time: 9:00 a.m.
Dept.: 17
Location: Spring Street Courthouse
312 N. Spring St.
Los Angeles, CA 90012

1 ALAN HARRIS declares under penalty of perjury under the laws of the State of California and
2 the United States as follows:

3 1. I am a member in good standing of the State Bar of California and am one of the
4 attorneys for Plaintiffs in this action. I make this Declaration on behalf of Plaintiffs and in support of
5 the Continued Motion for Preliminary Approval of Class-Action Settlement with Defendants. If sworn
6 as a witness, I could competently testify to each fact set forth herein from my own personal knowledge.

7 2. This Declaration addresses the issues raised by the Court's July 6, 2022, Preliminary
8 Approval Checklist (the "Checklist").

9 3. **Amended Settlement and Amended Class Notice:** The parties have amended the
10 proposed Settlement (the "Amended Settlement") and Class Notice pursuant to the Checklist. A true
11 and correct copy of the Amended Settlement is attached hereto as **Exhibit 1**. A true and correct copy of
12 the redlined Amended Settlement is attached hereto as **Exhibit 2**. True and Correct copies of the
13 General Release Agreements executed by Plaintiffs are attached hereto as **Exhibit 3**. A true and correct
14 copy of the revised Class Notice is attached hereto as **Exhibit 4**. A true and correct copy of the redlined
15 Class Notice is attached hereto as **Exhibit 5**. True and correct copies of the PAGA notices are attached
16 as **Exhibits 6, 7 and 8**.

17 4. **Proof of Service to LWDA:** On or about September 29, 2022, this filing, including the
18 proposed Amended Settlement in this case, was uploaded to the website for the California Labor
19 Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(l). A true and correct copy
20 of the emailed acknowledgement of receipt from the LWDA is attached hereto as **Exhibit 9**.

21 **Checklist Items & Resolution**

22 5. **Checklist Item: *Dunk/Kullar Analysis***

23 *a. Provide more specific detail about the records that counsel reviewed in preparation*
24 *for settlement, including whether the class data encompassed the entire class or a*
25 *sample. (See Harris Decl. at 14:17-20 and 17:19-21.) What "actual data" is*
26 *unavailable? (Harris Dec. at 4:21) If counsel's analysis was informed by a data sample,*
show that the sample is statistically reliable and whether any expert analysis supported
the conclusion that the sampling was sufficient to provide useful data.

1 **Resolution:**

2 Commencing with the filing of Greenberg v. E.P. Servs., LP, Los Angeles Sup. Ct. Case No.
3 BC237787, Harris & Ruble have engaged in extensive, similar litigation with over a dozen producers of
4 television commercials. In the process, the undersigned has become quite familiar with the policies and
5 practices of the industry. Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007)
6 (sustaining class settlement of entertainment-industry employees for section 203 and 226 claims against
7 entertainment-industry “payroll companies”, studios and television commercial production companies).

8 Prior to mediation with experienced wage and hour mediation Joel Grossman of JAMS, our
9 expert analyzed the wage and hour data for the entire class as provided by Defendant. Prior to mediation
10 Plaintiffs’ counsel and our expert prepared multiple damages analyses. These reports were discussed at
11 mediation. In addition to the payroll data provide by Defendant, Plaintiffs’ counsel conducted interviews
12 with class members, reviewed payroll documents for Plaintiffs and other class members.

13 As part of the informal exchange of information in preparation for mediation, Defendant
14 provided payroll records for review by Plaintiffs’ counsel and their consulting expert for *all* Class
15 Members, not just a sample. Counsel for Plaintiffs also conducted review of “records reflecting the
16 timing of over 1,000 payments to Defendant’s employees, including as [sic] random ID number; daily
17 pay rate; work dates; and paycheck dates.” Alan Harris Declaration of June 14, 2022 (the “June
18 Declaration”). I apologize for the unfortunate and confusing typographical error in the June Declaration.
19 It should have read “a random ID number” rather than “as random ID number.” The analysis was based
20 on a review of pay records for all Class Members. Accordingly, since all of the data was reviewed there
21 is no issue regarding statistical reliability. There was no random sample involved. Rather, for privacy
22 concerns, a random number was assigned to refer to each separate record.¹

23 The data provided by the defense included information regarding pay periods, the productions on
24 which Class Members performed work, rates of pay, hours worked, meal break penalty payments,
25 additional payments for reimbursement of expenses, equipment or kit rentals, covid testing as well as
26

27 ¹ In the undersigned’s June 14, 2022 Declaration, Plaintiffs’ counsel explained that counsel also
28 reviewed over a dozen film permits issued to Ayzenberg Group, Inc. for projects in Los Angeles, from
2015 to 2021. Counsel also reviewed call sheets relating to defense productions dating from 2016.

1 wages paid. This information was provided for all Class Members for a period of approximately thirty-
2 nine months, from April 2018 to July 2021.

3 In the July 6, 2022, Checklist, the Court asks, “[w]hat ‘actual data’ is unavailable?”) As
4 explained further in subsection (b) below, the undersigned did not review data for the period from
5 October 2016 to April 2018 or for the period after July 2021. During these periods, Ayzenberg was not
6 directly producing its own motion pictures and accordingly, there are no additional class members as a
7 result of this additional time being included as part of the Class Period pled in the Complaint. Further,
8 in the June Declaration, the undersigned estimated that there were approximately 850 Class Members as
9 of December 10, 2021. After further review and based on discussions with the defense, the Parties have
10 agreed that there are but a total of 740 Class Members. The higher number previously estimated
11 included duplicates as well as certain individuals who were equipment vendors and did not properly
12 belong in the Class.

13 *b. Why is there no analysis of data for the period before April 2018 or after July 2021,*
14 *given the proposed class period is from October 24, 2016 through a date yet to be*
15 *determined but no earlier than July 7, 2022.*

16 **Resolution:**

17 Plaintiffs did not present an analysis of data for the period before April 2018 or after July 2021
18 because no class members existed prior to April 2018 and there are no additional class members on
19 account of work after July 2021. During the period between October 2016 and April 2018, Defendant
20 Ayzenberg did not produce its own motion pictures. Rather, Ayzenberg outsourced these productions to
21 external vendors, who separately produced the film shoots and were the responsible entities for these
22 productions. During this period, Ayzenberg contends that it was a customer and not an employer. The
23 class members are limited to those who worked on Ayzenberg motion pictures beginning in April 2018.
24 Again, no additional class members exist after July 2021. After these lawsuits were filed, Defendant
25 Ayzenberg ceased producing its own motion pictures.

26 Although there are no additional class members outside of the period from April 2018 through
27 July 2021, the broader length of the class period, October 2016 through Preliminary Approval, reflects
28

1 the period which is pled in the Complaint, a class commencing four years and 180 days prior to the
2 filing of the Complaint in April of 2021. Complaint, ¶30.

3 *c. Based on the exposure analysis provided, Plaintiffs' counsel estimated Defendant's*
4 *total maximum exposure for the class and PAGA claims at \$15,700,587. (See Harris*
5 *Decl. at pp. 3-13.) Plaintiff's counsel recovered \$600,000, or approximately 3.8% of the*
6 *maximum damages. Provide further briefing as to why the settlement amount was the*
7 *highest that was recoverable and why this amount is fair, adequate, and in the best*
8 *interest of the class. Counsel's declaration does not sufficiently explain the reduction*
9 *from the estimated claim values to the final Gross Settlement Amount settled upon by the*
10 *parties.*

11 **Resolution:**

12 Again, in connection with the mediation, our expert reviewed all of the relevant data. In my
13 initial Declaration, I incorrectly assumed additional violations outside the period from April of 2018 to
14 July of 2021. Accordingly, discounting the incorrect assumptions in my June Declaration, the total
15 potential recovery would be just over \$8,000,000 rather than the incorrectly extrapolated \$13,460,914.
16 Accordingly, the proposed settlement achieved an average gross recovery of \$810.81 per worker
17 (= \$600,000/740 class members) and \$547.45 per workweek (= \$600,000/1096 [workweeks]).

18 Based on the reaction of the mediator when the defense agreed to the \$600,000 settlement, if this
19 result is not "the highest that was recoverable" it was certainly close to it and in excess of what the
20 Mediator was suggesting to be reasonable in this case. At the time of the mediation and today,
21 particularly in light of several other results in other, similar cases, already approved by courts, the
22 current settlement seems quite fair, adequate and in the best interest of the class. A privately-held entity
23 such as the Defendant here would have every incentive to seek protection of Chapter 11 were this matter
24 to go to trial with a seven figure judgement, mostly for penalties which could be extinguished in a
25 reorganization. While the total \$600,000 recovery turns out to be about 7.5% of a theoretical
26 \$8,000,000 judgment, a realistic judgment in a case like this would likely be for less than \$8,000,000—a
27 recovery which assumes all the recoveries would be achieved at 100% of their value and none of the
28 proposed class members would opt out.

1 *d. Brief why the settlement amount allocated to the PAGA claim is fair, just,*
2 *and reasonable. Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77.*

3 **Resolution:**

4 The proposed settlement provides that \$40,000 of the Class Settlement Amount will be allocated
5 to the resolution of the PAGA representative claims (the “PAGA Settlement Amount”). Pursuant to the
6 PAGA statute, \$30,000 (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$10,000
(25%) will be distributed to PAGA members. Exhibit 1 at ¶I.36.

7 In a PAGA case, the court's focus is not solely the monetary amount which aggrieved employees
8 or the State stand to receive, but instead, whether the total settlement amount achieves the PAGA’s
9 objectives. The purpose of the PAGA is “to incentivize private parties to recover civil penalties for the
10 government that otherwise may not have been assessed and collected by overburdened state enforcement
11 agencies.” See Ochoa-Hernandez, supra, 2010 WL 1340777, at *4. Penalties recovered under the PAGA
12 are, in part, to “be distributed to the [LWDA] for enforcement of labor laws . . . and for education of
13 employers and employees about their rights and responsibilities under this code, to be continuously
14 appropriated to supplement and not supplant the funding to the agency for those purposes.” See Cal.
15 Lab. Code § 2699(j).

16 The allocation between payments to the Class as a whole and to the LWDA is fair, just and
17 reasonable. There are 299 PAGA members out of a total of 740 class members, making up
18 approximately 40% of the class. Class members will receive a substantial payment from the proposed
19 Settlement, so allocating the relatively small amount of \$10,000 as an additional PAGA payment to be
20 distributed among the 299 PAGA members is reasonable. If any of the PAGA members opt out of the
21 Settlement, they will still receive \$33.44 (= \$10,000 [proposed payment to individuals in the PAGA
22 cohort]/299 [approximate number of individuals in the PAGA cohort]).

23 Plaintiffs previously calculated that the potential PAGA penalties for PAGA members was a
24 total of approximately \$197,500 (Jun. 14, 2022 Harris Decl., p.13:7-8.) This figure was based on the
25 calculation that PAGA penalties for the Cal. Lab. Code § 203 claim totaled approximately \$40,000,
26 PAGA penalties for deficient wage statements totaled approximately \$100,000 and PAGA penalties for
27 minimum wage, and meal/rest break violations totaled approximately \$57,000. (Jun. 14, 2022 Harris
28

Decl., pp. 11:26-12:15.) Based on this estimate of damages, the proposed allocation of settlement funds to PAGA is some 20% of the estimated maximum PAGA penalties.

In approving a class action settlement, a court may substantially discount penalties. E.g., Rodriguez v. West Publ'g Corp., 563 F.3d 948, 964 (9th Cir. 2009). Based on the foregoing, the PAGA allocation represents a fair, reasonable, and equitable result for the PAGA members. While Defendant potentially could be liable for PAGA penalties, the Court may reduce the amount of PAGA penalties awarded based upon discretionary factors other than the employer's ability to pay. Thurman v. Bayshore Transit Management, Inc., 203 Cal. App. 4th 1112, 1135-36 (2012). Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, the Court's ability to reduce PAGA penalties, and the difficulties and delays inherent in such litigation, including possible defense claims regarding manageability.

I understand that the purpose of PAGA is to encourage settlement of disputes such as this while focusing cash payments to the employees in the Class, particularly where a defendant cooperates in securing an early settlement, such as here. In June, the LWDA was previously given notice of the proposed Settlement and no objection was made by the LWDA regarding the amounts allocated for distribution to the LWDA or PAGA members. This is in contrast to Moniz, in which the LWDA moved *ex parte* to intervene in the case and objected to the settlement. Moniz, 72 Cal. App. 5th at 66.

Finally, as previously briefed, the settlement is a product of arms-length, non-collusive negotiations with the assistance of an experienced mediator and with a substantial exchange of data before mediation. These factors also support a presumption of fairness.

e. Approximately how many PAGA employees are within this settlement?

Resolution:

There are 299 PAGA employees in this settlement who worked a total of 338 workweeks.

6. Checklist Item: Adequacy:

Decl. of Alan Harris at 3:16-17 states: "The parties remain in negotiation regarding minor aspects of the Settlement, matters relating to the scope of the individual releases to be executed by Plaintiffs." Please clarify and explain. Furthermore, if the separate stand-alone agreements to be executed by Plaintiffs (see Settlement Agreement ¶ XVI.3) involve

1 *the payment of additional sums to Plaintiffs, explain why there would not be a conflict of*
2 *interest with the class.*

3 **Resolution:**

4 The Amended Settlement requires Plaintiffs to sign General Release Agreements, which include
5 individual releases pursuant to California Civil Code ¶ 1542. The General Release Agreements
6 executed by Plaintiffs are attached hereto as **Exhibit 3**. The General Release Agreements do not require
7 the payment of additional sums to Plaintiffs and therefore there is no conflict of interest with the Class.
8 Under the Amended Settlement, the only additional sums to which Plaintiffs may be entitled are Class
9 Representative Incentive Awards, which are subject to the Court's approval. The Plaintiffs have not
10 been compensated by counsel and have not been offered or promised any compensation or other
11 financial incentive for their participation or assistance in this action. See Jun. 9, 2022, Ulbrich Decl., ¶
12 8; Jun. 14, 2022, Ramsay Decl., ¶ 8; Jun. 14, 2022, Pena Decl., ¶ 8.

13 **7. Checklist Item: Settlement Funding:**

14 *a. Settlement Agreement ¶ III.4 proposes that Defendant will fund the settlement amount*
15 *in two installments. Why is this necessary? Was Defendant's financial condition a factor*
16 *in arriving at settlement? If so, what specific financial information did counsel review*
17 *regarding Defendant's ability to pay?*

18 **Resolution:**

19 The Parties have revised the settlement so that Defendant will fund the settlement amount in one
20 payment:

21 Within thirty (30) calendar days after the Effective Date of the Settlement, Defendant will
22 make a deposit of the Class Settlement Amount into a Qualified Settlement Account to be
23 established by the Settlement Administrator. After receipt of the Class Settlement
24 Amount, the Settlement Administrator will then issue payments within fourteen (14)
25 calendar days to: (a) Participating Class Members/PAGA Members; (b) Named
26 Plaintiffs' Class Representative Incentive Awards; (c) the Labor and Workforce
27 Development Agency for the 75% portion of the PAGA Payment; (d) Class Counsel; and
28 (e) the Settlement Administrator will also issue a payment to itself for Court-approved
 services performed in connection with the Settlement. Defendant has no obligation to
 deposit such funds prior to the deadline set forth herein.²

29 ² The "Effective Date" in the Amended Settlement is defined as:

30 the later of the following: (a) if no timely objections are filed or if all objections are
31 withdrawn, the date upon which the time from challenging the Final Approval Order
32 and/or Judgment has passed (no less than 45 days following Final Approval); (b) if an
33 objection is filed and not withdrawn, the date for filing an appeal and no such appeal

Ex. 1 (Amended Settlement) at ¶III.4.

b. Defendant (not counsel) should provide a declaration evidencing the need for an installment plan to fund the settlement. Provide specific information, not generalized conclusory statements. What evidence can Defendant provide that it has the ability to make the payments agreed to? (Admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.)

Resolution:

The Parties have revised the settlement so that Defendant will fund the settlement amount in one payment. See Ex. 1 (Amended Settlement) at ¶III.4. Accordingly, no defense Declaration should be required on this issue.

8. Checklist Item: Scope of Release:

a. See ¶I.47. Why would it be appropriate for the release to extend to Defendants' "employees"? Does that mean the settlement employees are releasing themselves? Is there an intra-class conflict?

Resolution:

The Release has been revised to remove "employees" from the released parties. Ex. 1 (Amended Settlement) at ¶I.45.

b. Is it appropriate for the FLSA release to encompass "known or unknown" claims? See ¶I.46.

Resolution:

The Release has been revised to so that the FLSA release no longer includes "known and unknown" claims. The FLSA release only includes "claims arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaint, as amended." Ex. 1 (Amended Settlement) at ¶I.44.

being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

Ex. 1 at ¶I.19.

1 *c. How would it be proper for the release of claims to extend to Class Members' spouses?*
2 *See ¶XVI.2.*

3 **Resolution:**

4 The Class Release has been revised so that the release of claims no longer extends to Class
5 Members' spouses. Ex. 1 (Amended Settlement) at ¶XVI.2.

6 *d. Provide a copy of Plaintiffs' LWDA letter(s) to the court for review.*

7 **Resolution:**

8 The Plaintiffs submitted PAGA notices to the LWDA on April 28, 2021, November 18, 2021,
9 and on January 24, 2022. With the April 28, 2021, PAGA notice, Plaintiff Pena also served a copy of
10 the April 22, 2021, Complaint in this action. With the November 18, 2021, PAGA notice, Plaintiff
11 Ulbrich served a copy of the November 18, 2021, Complaint filed in the related case, Ulbrich v.
12 Ayzenberg Group, Inc., LASC Case No. 21STCV42580. With the January 24, 2022, PAGA notice,
13 Plaintiffs Pena, Ulbrich and Ramsay served a copy of the proposed Second Amended Complaint.

14 Copies of the LWDA letters, including the concurrently submitted complaints, are attached hereto as
15 **Exhibits 6, 7, and 8.**

16 **9. Checklist Item:**

17 *The Settlement Agreement contains several redundant definitions and sections – for*
18 *example, the terms “Class Settlement Amount” and “Gross Settlement Amount” have the*
19 *same meaning, and the definitions for “Aggrieved Employee” and “PAGA Members” are*
20 *very similar. Also, the payment formulas are separately stated in Section ¶III and ¶IX*
with slightly different language, even if they ultimately result in the same sums. To avoid
confusion and potential conflicts, consider amending language throughout the agreement
to streamline or remove any unnecessary terms or sections.

21 **Resolution:**

22 The Amended Settlement has been revised pursuant to the Court's instruction above to
23 streamline, and remove redundant definitions, and more closely adhere to the Court's Model Class
24 Action and PAGA Settlement Agreement.

25 **10. Checklist Item: Payment Formula:**

26 *¶IX.l.c states: “Pay Periods between January 1, 2022 and the date the Court enters an*
27 *order preliminarily approving the Settlement shall be credited to each Participating*
28

1 *Class Member and PAGA Member at fifty percent (50%)."* How did the parties arrive at
2 *this calculation, and how is it fair to the class and PAGA group?*

3 **Resolution:**

4 The Amended Settlement has been revised to remove the provision crediting pay periods after
5 January 1, 2022, at 50% since there are no class members from this period. There was no motion picture
6 production after July 2021.

7 **11. Checklist Item: Notice and Notice Administration:**

8 *a. Delete any requirement or implication that Class Members must use specific
9 language to request exclusion. See ¶¶I.48, X.7; Notice pgs. 6 and 9.*

10 **Resolution:**

11 The proposed Notice has been revised to delete any requirement that Class Members must use
12 specific language to request exclusion. See e.g. Exhibits 4 and 5 (clean and redlined revised Notice):

13 The Request for Exclusion may contain: (a) the Class Member's name, address,
14 telephone number, and the last four digits of the Class Member's Social Security number
15 and/or the Employee ID number; and (b) a statement requesting to be excluded from the
16 settlement of the class claims.

17 Ex. 4 at p.5, ¶3(f).

18 *b. Ensure the notice accurately reflects the Court's current social distancing procedures
19 for attendance at hearings and review of court files. (Counsel should check the Court
20 website for most current information.)*

21 **Resolution:**

22 The amended notice accurately reflects the Court's current social distancing procedures for
23 attendance at hearings and review of court files:

24 You can attend (or hire a lawyer to attend) either personally or virtually via
25 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most
26 current information. If attending in person, you and your lawyer must comply with any
27 Court health and safety protocols, including required physical distancing.

28 . . .

29 The Agreement spells out everything Ayzenberg and Plaintiffs have promised to
30 do under the proposed Settlement. The easiest way to read the Agreement, the Judgment
31 or any other Settlement documents is to go to [**specify whose**] website at [URL of
32 website]. You can also contact Class Counsel, Defense Counsel or the Administrator
33 using the contact information listed below, or consult the Superior Court website by
34 going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case
35 Number for the Action, LASC Case No. 21STCV15447 and LASC Case No.
36 21STV42580. You can also make an appointment to personally review court documents
37 in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. Please

note that effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Appointments are also strongly encouraged for Clerk's Office and Self-Help Services. Visit <https://www.lacourt.org/newsmedia/ui/AccessLaCourtYourWay.aspx> for more information on remote courtroom appearances via LaCourtConnect and remote service options you can access without coming to court.

See Ex. 4 at p.10, ¶¶ 8-9.

12. Checklist Item: Settlement Administrator:

Provide a declaration from the settlement administrator that provides the qualifications and experience of the administrator, and affirms that the administrator has sufficient safeguards in place to protect the data and funds entrusted to it (e.g., insurance for the theft of money or data) and has no relationship to any counsel. It should also include the administrator's bid for this settlement.

Resolution:

The Amended Settlement proposes CPT Group as the Claims Administrator. A true and correct copy of the Declaration of Julie Green, CPT's Senior Vice President of Operations is attached hereto as **Exhibit 10**. Ms. Green's Declaration describes the qualifications of CPT and affirms that it has sufficient safeguards in place to protect the data and funds for it. Ms. Green's Declaration also includes CPT's bid for administration of this settlement.

13. Checklist Item:

Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (1)(2).)

Resolution:

On or about September 29, 2022, this filing, including the proposed Amended Settlement in this case, was uploaded to the website for the California Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(1). A true and correct copy of the emailed acknowledgement of receipt from the LWDA is attached hereto as **Exhibit 9**.

I have read the foregoing, and the facts set forth therein are true and correct of my own personal knowledge. Executed September 29, 2022, in the County of Los Angeles, State of California

DATED: September 29, 2022

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs

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**DECLARATION OF ALAN HARRIS IN SUPPORT OF CONTINUED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

N/A

N/A

Sheppard, Mullin, Richter & Hampton LLP
Ronda Jamgotchian
Michael Campbell
Raymond Nhan
1901 Avenue of the Stars, Ste. 1600
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/s/ Priya Mohan
Priya Mohan