

**KINGSLEY SZAMET & LY**  
ERIC B. KINGSLEY, Esq. (SBN 185123)  
eric@kingsleylawyers.com  
LIANE KATZENSTEIN LY, Esq. (SBN 259230)  
liane@kingsleylawyers.com  
JESSICA BULAON, Esq. (SBN 340749)  
jessi@kingsleylawyers.com  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
Telephone: (818) 990-8300  
Fax: (818) 990-2903

Attorneys for Plaintiff and the proposed class

*(Additional counsel for Plaintiff on following page)*

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

EMMANUEL WRIGHT, individually and on  
behalf of all others similarly situated,

PLAINTIFF,

v.

HOME BOX OFFICE, INC.; PLANE  
MEETS PAPER PRODUCTIONS, LLC; and  
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV19636

[Case Assigned for All Purposes to Hon. Maren  
E. Nelson in Dept. 17]

**NOTICE OF MOTION AND MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

*[Filed concurrently with Motion for Approval  
of Attorneys' Fees and Costs; Declarations of  
Liane Katzenstein Ly, Frank H. Kim,  
Emmanuel Wright and Jonathan Paul,  
Proposed Order, and Judgment]*

Date: June 14, 2024

Time: 9:00 AM

Dept.: 17

Complaint Filed: May 24, 2021

Trial Date: None Set

1 FRANK H. KIM, State Bar No. 264609  
fkim@kim-legal.com  
2 **KIM LEGAL, APC**  
3435 Wilshire Blvd, Suite 2700  
3 Los Angeles, CA 90010  
Telephone: (323) 482-3300  
4 Facsimile: (866) 652-7819

5 Attorneys for Plaintiff and the proposed class  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

2 PLEASE TAKE NOTICE that on June 14, 2024, at 9:00 AM in Department 17 of the  
3 above-entitled court, Plaintiff Emmanuel Wright (“Plaintiff”) will, and hereby does, move the  
4 Court for an Order of Final Approval of the Class Settlement in this case. Plaintiff moves the  
5 Court for an order:

6 1. Granting final approval of the settlement in the case pursuant to the Class Action  
7 and PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-  
8 filed Declaration of Liane Katzenstein Ly as Exhibit “1”;

9 2. Affirming Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC,  
10 and Kim Legal APC as Class Counsel;

11 3. Affirming Emmanuel Wright as Class Representative and awarding an  
12 enhancement award of \$5,000.00;

13 4. Awarding Xpand Legal claims administration fees of \$3,500.00 for its services as  
14 Administrator; and,

15 5. Entering judgment.

16 This Motion will be made pursuant to Code of Civil Procedure section 382 and California  
17 Rule of Court, rule 3.769 on the grounds that the proposed Agreement is fair, adequate,  
18 reasonable, and in the best interest of the Class Members and the parties.

19 The Motion will be based on this Notice of Motion, the attached Memorandum of Points  
20 and Authorities, the Declarations of Liane Katzenstein Ly, Frank H. Kim, Emmanuel Wright,  
21 Jonathan Paul, all other papers and records on file in this action, and on such oral and documentary  
22 evidence as may be presented at the hearing on this Motion.

23 DATED: May 22, 2024

KINGSLEY SZAMET & LY

24  
25 By: 

26 Liane Katzenstein Ly  
27 Attorneys for Plaintiff EMMANUEL WRIGHT and  
28 the proposed class

## **TABLE OF CONTENTS**

|      |                                                                                                                       |    |
|------|-----------------------------------------------------------------------------------------------------------------------|----|
| I.   | INTRODUCTION .....                                                                                                    | 1  |
| II.  | FACTUAL BACKGROUND.....                                                                                               | 1  |
| A.   | Litigation Overview and Procedural History .....                                                                      | 1  |
| B.   | The Discovery Process.....                                                                                            | 3  |
| C.   | Preliminary Approval.....                                                                                             | 4  |
| III. | THE PRELIMINARILY APPROVED SETTLEMENT.....                                                                            | 4  |
| A.   | The Settlement Class.....                                                                                             | 5  |
| B.   | The Aggrieved Employees.....                                                                                          | 5  |
| C.   | Gross Settlement Amount .....                                                                                         | 6  |
| D.   | Individual Settlement Payments .....                                                                                  | 6  |
| E.   | Class Notice .....                                                                                                    | 7  |
| F.   | Check Mailed Settlement – No Reversion.....                                                                           | 8  |
| IV.  | THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT .....                                                         | 8  |
| A.   | The Settlement is Entitled to a Presumption of Fairness .....                                                         | 8  |
| B.   | The Court Should Approve This Class Action Settlement Because it Satisfies<br>Each of the <i>Kullar</i> Factors ..... | 9  |
| 1.   | The Strength of Plaintiffs’ Case.....                                                                                 | 10 |
| a)   | The Risks Associated with the Minimum Wage/Overtime Claim.....                                                        | 10 |
| b)   | The Risks Associated with the Meal Break Claim.....                                                                   | 14 |
| c)   | The Risks Associated with the Rest Break Claim.....                                                                   | 16 |
| d)   | The Risks Associated with the Inaccurate Wage Statement<br>Claims.....                                                | 17 |
| e)   | The Risks Associated with the Waiting Time Penalty Claim.....                                                         | 18 |
| f)   | The Risks Associated with the PAGA Claim.....                                                                         | 19 |

|    |      |                                                                          |    |
|----|------|--------------------------------------------------------------------------|----|
| 1  | 2.   | The Risk, Expense, Complexity, and Likely Duration of Further Litigation |    |
| 2  |      | .....                                                                    | 20 |
| 3  | 3.   | The Risk of Maintaining Class Action Status through Trial.....           | 21 |
| 4  | 4.   | The Amount Offered in Settlement.....                                    | 21 |
| 5  | 5.   | The Extent of Discovery Completed and Stage of the proceedings .....     | 23 |
| 6  | 6.   | The Experience and Views of Counsel.....                                 | 23 |
| 7  | 7.   | The Presence of a Governmental Participant.....                          | 23 |
| 8  | 8.   | The Proposed Plan of Allocation Is Fair and Reasonable.....              | 23 |
| 9  | 9.   | The Reaction of the Class Members to the Proposed Settlement .....       | 24 |
| 10 | V.   | ENHANCEMENT TO PLAINTIFF .....                                           | 24 |
| 11 | VI.  | SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY.                | 25 |
| 12 |      |                                                                          |    |
| 13 | VII. | CONCLUSION.....                                                          | 25 |
| 14 |      |                                                                          |    |
| 15 |      |                                                                          |    |
| 16 |      |                                                                          |    |
| 17 |      |                                                                          |    |
| 18 |      |                                                                          |    |
| 19 |      |                                                                          |    |
| 20 |      |                                                                          |    |
| 21 |      |                                                                          |    |
| 22 |      |                                                                          |    |
| 23 |      |                                                                          |    |
| 24 |      |                                                                          |    |
| 25 |      |                                                                          |    |
| 26 |      |                                                                          |    |
| 27 |      |                                                                          |    |
| 28 |      |                                                                          |    |

## **TABLE OF AUTHORITIES**

### **Federal Cases**

|                                                                                                                              |    |
|------------------------------------------------------------------------------------------------------------------------------|----|
| <i>Gibbs v. TWC Administration, LLC</i> ,<br>(S.D. Cal., Jan. 3, 2020, No. 17CV01513DMSAGS) 2020 WL 42768.....               | 10 |
| <i>Gonzalez v. Core Civic of Tennessee, LLC</i> ,<br>(E.D. Cal., Sept. 13, 2018, No. 116CV01891DADJLT) 2018 WL 4388425 ..... | 19 |
| <i>Ingram v. The Coca-Cola Company</i> ,<br>200 F.R.D. 685 (N.D. Ga 2001).....                                               | 24 |
| <i>Officers for Justice v. Civil Service Comm’n</i> ,<br>(9th Cir. 1982) 688 F.2d 615 .....                                  | 23 |
| <i>Oliver v. Mercy Medical Center, Inc.</i> ,<br>695 F.2d 379 (9th Cir. 1982) .....                                          | 11 |
| <i>Van Vranken v. Atlantic Richfield Co.</i> ,<br>901 F. Supp. 294 (N.D. Cal. 1995) .....                                    | 24 |

### **State Cases**

|                                                                                                     |        |
|-----------------------------------------------------------------------------------------------------|--------|
| <i>Amaral v. Cintas Corp. No. 2</i> ,<br>(2008) 163 Cal.App.4th 1157 .....                          | 19     |
| <i>Augustus v. ABM Security Services, Inc.</i> ,<br>(2016) 2 Cal.5th 257 .....                      | 15, 16 |
| <i>Barnhill v. Robert Saunders &amp; Co.</i> ,<br>(1981) 125 Cal.App.3d 1 .....                     | 18     |
| <i>Brinker Restaurant Corp. v. Superior Court</i> ,<br>(2012) 53 Cal.4th 1004 .....                 | 14, 15 |
| <i>Bufile v. Dollar Fin. Grp., Inc.</i> ,<br>(2008) 162 Cal.App.4th 1193 .....                      | 16     |
| <i>Carrington v. Starbucks Corporation</i> ,<br>(2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647..... | 20     |
| <i>Diaz v. Grill Concepts Services, Inc.</i> ,<br>(2018) 23 Cal.App.5th 859 .....                   | 19     |
| <i>Dunk v. Ford Motor Co.</i> ,<br>(1996) 48 Cal.App.4th 1794 .....                                 | 4, 8   |
| <i>Frlekin v. Apple Inc.</i> ,<br>(2020) 8 Cal.5th 1038 .....                                       | 10     |

|    |                                                                    |               |
|----|--------------------------------------------------------------------|---------------|
| 1  | <u><i>Gomez v. Lincare, Inc.</i></u>                               |               |
| 2  | 173 Cal.App.4th 508 (2009) .....                                   | 11, 12        |
| 3  | <u><i>Kullar v. Foot Locker Retail, Inc.</i></u>                   |               |
| 4  | (2008) 163 Cal.App.4th 1157 .....                                  | 4, 9          |
| 5  | <u><i>Mamika v. Barca</i></u> ,                                    |               |
| 6  | (1998) 68 Cal.App.4th 487 .....                                    | 18            |
| 7  | <u><i>Mendiola v. CPS Security Solutions, Inc.</i></u> ,           |               |
| 8  | 60 Cal.4th 833 (2015) .....                                        | 11, 12        |
| 9  | <u><i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i></u> , |               |
| 10 | (2010) 186 Cal. App. 4th 399 .....                                 | 9, 10         |
| 11 | <u><i>Nordstrom Commissions Cases</i></u> ,                        |               |
| 12 | 186 Cal.App.4th 576 (2010) .....                                   | 20            |
| 13 | <u><i>Seymore v. Metson, Inc.</i></u> ,                            |               |
| 14 | 194 Cal.App.4th 361 (2011) .....                                   | 11            |
| 15 | <u><i>Troester v. Starbucks Corp.</i></u> ,                        |               |
| 16 | (2018) 5 Cal.5th 829 .....                                         | 10            |
| 17 | <b><u>State Statutes</u></b>                                       |               |
| 18 | Business & Professions Code § 17200 .....                          | 3             |
| 19 | California Code of Civil Procedure § 1781(f) .....                 | 8             |
| 20 | Civil Code Section 1542 .....                                      | 25            |
| 21 | Code of Civil Procedure § 382.....                                 | 8             |
| 22 | Labor Code § 201.....                                              | 2, 19         |
| 23 | Labor Code § 202.....                                              | 2, 19         |
| 24 | Labor Code § 203.....                                              | 3, 18, 19, 22 |
| 25 | Labor Code § 226(a) .....                                          | 3, 17, 18, 19 |
| 26 | Labor Code § 226.7.....                                            | 3, 15, 17, 19 |
| 27 | Labor Code § 510.....                                              | 2, 3, 19      |
| 28 | Labor Code, § 510, subd. (a).....                                  | 13            |
|    | Labor Code § 512.....                                              | 3, 14, 15, 17 |
|    | Labor Code § 558.....                                              | 2, 19         |

|    |                                   |              |
|----|-----------------------------------|--------------|
| 1  | Labor Code § 1194.....            | 2, 3, 19     |
| 2  | Labor Code § 1197.....            | 2, 3, 19     |
| 3  | Labor Code § 1197.1.....          | 2, 3, 13, 19 |
| 4  | Labor Code § 1199.....            | 2, 3, 19     |
| 5  | Labor Code § 2698.....            | 19           |
| 6  | Labor Code § 2699(f).....         | 19           |
| 7  | Labor Code § 2699(g)(1) .....     | 19           |
| 8  | Labor Code § 2699.3(a)(1) .....   | 2            |
| 9  | Labor Code § 2699.3(a)(2)(A)..... | 2            |
| 10 | Labor Code § 2699.5.....          | 19           |
| 11 | Labor Code § 2802.....            | 2, 3, 19     |

#### **State Regulations**

|    |                                                     |    |
|----|-----------------------------------------------------|----|
| 13 | Cal. Code Regs., tit. 8, § 11040, subd. 11(A) ..... | 16 |
| 14 | Title 8 Cal. Code of Regs., § 11050(2)(K) .....     | 10 |

#### **Other Authorities**

|    |                                                                                                                        |    |
|----|------------------------------------------------------------------------------------------------------------------------|----|
| 17 | <i>Glass v. UBS Financial Service, Inc.</i> ,<br>Case No. C-06-4068 MMC 2007 WL 227862 (N.D. Cal. Jan. 26, 2007) ..... | 24 |
|----|------------------------------------------------------------------------------------------------------------------------|----|

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Emmanuel Wright (“Plaintiff”) submits this Motion for Final Approval of Class  
4 Settlement and requests that the Court:

5 1. Grant final approval of the settlement in this case pursuant to the Class Action and  
6 PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-filed  
7 Declaration of Liane Katzenstein Ly as Exhibit “1”;

8 2. Award attorneys’ fees and costs as detailed in the concurrently-filed Motion for  
9 Attorneys’ Fees and Costs;

10 3. Award Xpand Legal claims administration fees of \$3,500.00 for its services as  
11 Administrator;

12 4. Affirm named Plaintiff Emmanuel Wright as Class Representative and award a  
13 cumulative Class Representative payment of \$5,000.00; and

14 5. Enter judgment.

15 **II. FACTUAL BACKGROUND**

16 **A. Litigation Overview and Procedural History**

17 Defendant HOME BOX OFFICE, INC., a parent company of various production company,  
18 including PLANE MEETS PAPER PRODUCTIONS, LLC, is a widely known cable television  
19 company, offering various entertainment services such as, but not limited to, movie, concert, and  
20 sports broadcasting. Defendant Plane Meets Paper is also a part of the motion picture and video  
21 entertainment industry. Defendant Plane Meets Paper employed Plaintiff as background talent to  
22 appear in the show *Insecure*. Plaintiff alleges that he, and other Class Members, were jointly  
23 employed by HBO and Plane Meets Paper.

24 Plaintiff contends, and Defendants dispute, that that during the COVID-19 pandemic, HBO  
25 implemented a policy (the “HBO Quarantine Policy”) that required its affiliated production  
26 company, Plane Meets Paper Productions, and the employees of Plane Meets Paper Productions,  
27 including Plaintiff, to quarantine at designated hotels prior to working on the production set. (Ly  
28 Decl. ¶5.) Plaintiff contends, and Defendants dispute, that in order to ensure compliance with the

1 HBO Quarantine Policy, HBO employed COVID teams to monitor Plaintiff and the other  
2 background talent around the clock at the quarantine location. (Ly Decl. ¶6.) Plaintiff alleges, and  
3 Defendant disputes, that the HBO COVID teams informed the background talent that anyone who  
4 would failed to comply with the HBO Quarantine Policy would be prohibited from working on the  
5 production set. (*Id.*)

6 Pursuant to what Plaintiff alleges is to be the HBO Quarantine Policy, Plaintiff was  
7 required to quarantine at the Burbank Marriott Hotel for five consecutive days prior to the shoot  
8 and could only order food from a designated restaurant, which was delivered directly to his room  
9 and could only be consumed within it. In the few instances where Plaintiff was allowed to leave  
10 his room, he could only do so with prior approval from what Plaintiff alleges to be HBO's COVID  
11 team with an assigned chaperone (who was one of the quarantine staff) or only during designated  
12 "out-of-room time." (Ly Decl. ¶7.) Plaintiff alleges, and Defendants dispute that, the HBO  
13 Quarantine Policy also required Plaintiff to proceed directly to the Insecure set to perform his work  
14 duties immediately after the conclusion of the quarantine period. (*Id.*)

15 On April 4, 2021, Plaintiff reported to the Burbank Marriott Hotel to start his mandatory  
16 quarantine. (Ly Decl. ¶8.) Plaintiff was promised \$300 for each day in quarantine. (*Id.*) Plaintiff  
17 remained on the hotel premises for the entire quarantine period at the Burbank Marriott Hotel until  
18 he was dismissed on the morning of April 9, 2021 and was ordered to drive directly to the set of  
19 the Insecure shoot to complete his job duties. (Ly Decl. ¶9.) At the Insecure set, Plaintiff contends  
20 that he worked over twelve hours at the promised rate of \$120 a day. (Ly Decl. ¶10.) Defendants  
21 maintain that Plaintiff was paid premium rates for all overtime hours worked on April 9, 2021.

22 On May 20, 2021, and in compliance with Labor Code § 2699.3(a)(1), Plaintiff gave  
23 written notice to Defendants and the Labor and Workforce Development Agency ("LWDA")  
24 regarding his intent to seek civil penalties under PAGA for violation of Labor Code §§ 201, 202,  
25 203, 226(a), 226.7, 510, 558, 512, 1194, 1197, 1197.1, 1199, and 2802. (Ly Decl. ¶11.) Pursuant  
26 to Labor Code § 2699.3(a)(2)(A), the sixty-five-day waiting period to commence a civil action as  
27 though the LWDA has chosen not to investigate lapsed on July 26, 2021, allowing Plaintiff to  
28 commence a civil action. Plaintiff filed his Complaint for damages in the Superior Court for the

County of Los Angeles on May 24, 2021, entitled Emmanuel Wright v. Home Box Office, Inc.; Warner Media, LLC; 3 Arts Entertainment, LLC; Plane Meets Paper Productions, LLC, Case No. 21STCV19636. (Ly Decl. ¶12.)

On October 12, 2021, Plaintiff a First Amended Complaint, adding an additional cause of action for penalties pursuant to PAGA. (Ly Decl. ¶13.) Plaintiff filed another a Second Amended Complaint naming only Defendants HOME BOX OFFICE, INC. (“HBO”) and PLANE MEETS PAPER PRODUCTIONS, LLC (“Plane Meets Paper”) (Ly Decl. ¶14.)

Plaintiff’s Third Amended Complaint was filed on April 1, 2022, and alleges causes of action for: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1197.1, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Reimburse Business Expenses under Labor Code § 2802; (5) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (6) Waiting Time Penalties Pursuant to Labor Code § 203; (7) Violation of Business & Professions Code § 17200; and (8) Penalties Pursuant to Labor Code § 2699, *et seq.* (Ly Decl. ¶15.)

Plaintiff’s Fourth Amended Complaint, filed on April 17, 2023, is the operative complaint. (Hereafter, the “Action” or “Lawsuit”.) (Ly Decl. ¶16.) The Action strikes any allegations alleging that Plaintiff and the putative class members worked off-the-clock; that Defendants failed to reimburse them for necessary business expenses; and narrowing the class definitions to exclude any union employees from the class and subclasses. (Ly Decl. ¶17.)

#### B. The Discovery Process

The Parties have engaged in early stages of discovery and settlement negotiations but have primarily focused their efforts on resolving this case through early mediation. (Ly Decl. ¶18.) The Parties scheduled a private mediation with Lisa Klerman, Esq. on February 23, 2023. (Ly Decl. ¶19.) In preparation for mediation, Defendants informally produced multiple documents and provided other information necessary to evaluate settlement. (Ly Decl. ¶20.) This included all pay records regarding the employees who quarantined and all applicable policy documents. (*Id.*) Discovery confirmed that there were only two pre-production quarantines in California which took

place from April 4, 2021 through April 9, 2021 and from May 19, 2021 through May 24, 2021. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. (Ly Decl. ¶21.) Defendants contend, among other things, that, at all times, they have complied with the California Labor Code, and the Industrial Wage Commission Orders. (*Id.*)

Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendants are fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. (Ly Decl. ¶22.) Although Defendants deny any liability, Defendants are entering into this Agreement solely to avoid the cost of litigation. (*Id.*) Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here. (*Id.*)

The Class only includes employees who did not sign a Release of their claims. (Ly Decl. ¶23.) There were 49 individuals who quarantined in California, but 32 of them signed a full Release of their claims and will not be included in this Class Settlement. (Ly Decl. ¶24.) The PAGA Group does include all 49 individuals. (Ly Decl. ¶25.)

### C. Preliminary Approval

On February 27, 2024, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing. (Ly Decl. ¶26.)

## III. THE PRELIMINARILY APPROVED SETTLEMENT

1           A.     The Settlement Class

2           For purposes of Agreement, the settlement class is defined as: “all non-exempt and non-  
3 union employees of Plane Meets Paper Productions and/or HBO who quarantined in California for  
4 the show Insecure from April 4, 2021 through April 9, 2021 or from May 19, 2021 through May  
5 24, 2021, or both, and who did not enter into a release of their claims with Defendants for  
6 compensation. (“Settlement Class Members” or “Class”.) The “Settlement Class Members” shall  
7 not include any person who submits a timely and valid Request for Exclusion as provided in this  
8 Agreement, or any person who previously released the Released Claims under a separate  
9 agreement. (Ly Decl. ¶27; Agreement, Ex. 1 at ¶8.5.)

10          The Class Settlement Period is from April 4, 2021 through April 9, 2021 and from May  
11 19, 2021 through May 24, 2021. (Ly Decl. ¶28; Ex. 1 at ¶1.12.) Based on documents and other  
12 information produced by Defendants, there are 17 Settlement Class Members. (Ly Decl. ¶29; Ex.  
13 1 at ¶4.1.)

14          Both quarantines were run with identical policies and procedures and were for the same  
15 show. (Ly Decl. ¶30) There are members of the Class who are included in both subclasses and  
16 some who are only in one or the other. (Ly Decl. ¶31) Plaintiff only worked during the first shoot.  
17 (*Id.*) The policies and procedures for the quarantines were identical. (Ly Decl. ¶32) Essentially,  
18 the Class Members worked at different locations but performed the same jobs. (*Id.*) Class Counsel  
19 created subclasses to ensure that the only shoots released were those with the quarantine. (Ly Decl.  
20 ¶33).

21          The final Class contained 17 individuals. (Paul Decl. ¶12.)

22           B.     The Aggrieved Employees

23          For purposes of the Agreement, the Aggrieved Employees are defined as: “all non-  
24 exempt and non-union employees of Plane Meets Paper Productions and/or HBO who  
25 quarantined in California for the show Insecure from April 4, 2021 through April 9, 2021 or from  
26 May 19, 2021 through May 24, 2021, or both.” (“Aggrieved Employees” or “PAGA Members”.)  
27 (Ly Decl. ¶34; Settlement, Ex. 1 at ¶1.4.)  
28

The PAGA Settlement Period is from April 4, 2021 to April 9, 2021 and from May 19, 2021 through May 24, 2021 (Ly Decl. ¶35; Ex. 1 at ¶1.31.) Based on documents and other information produced by Defendants, there are approximately 49 PAGA Members. (Ly Decl. ¶36, Ex. 1 at ¶4.1)

C. Gross Settlement Amount

As detailed fully in the Agreement, the Settlement provides for Defendants to pay a Gross Settlement Amount of \$100,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs. (Ly Decl. ¶37; Ex. 1 at ¶1.22.)

The Net Settlement Amount is the Gross Settlement Amount, less Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. (Ly Decl. ¶38; Ex. 1 at ¶1.28.)

Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

|                                           |           |                                                                                    |
|-------------------------------------------|-----------|------------------------------------------------------------------------------------|
| Gross Settlement Amount:                  | \$        | 100,000.00                                                                         |
| Less Class Representative Enhancement:    | \$        | 5,000.00                                                                           |
| Less Class Counsel's Fees:                | \$        | 33,333.33                                                                          |
| Less Class Counsel's Litigation Expenses: | \$        | 20,878.01 <sup>1</sup>                                                             |
| Less PAGA Payment:                        | \$        | 10,000.00                                                                          |
|                                           |           | <i>(\$7,500.00 to the LWDA; \$2,500.00 to remain in the Net Settlement Amount)</i> |
| Less Administrator Costs:                 | \$        | <u>3,500.00</u>                                                                    |
| <b>Net Settlement Amount:</b>             | <b>\$</b> | <b>27,288.66</b>                                                                   |

D. Individual Settlement Payments

The Individual Class Payment amount of each Participating Class Member is an individualized amount that is based on the number of compensable Workweeks worked by the

---

<sup>1</sup> The Agreement provided for counsel to receive cost reimbursement up to \$22,000.00. However, counsel's final costs come to \$20,278.01, which includes the anticipated cost of \$600 for filing the instant motions. (Ly Decl. ¶39, Ex. 5). The extra \$1,121.99 will remain in the net settlement fund, causing the net distribution to the Class Members to be slightly higher than the \$26,166.67 contemplated in the settlement agreement (*Id.*, Ex. 1 at ¶3.2.2)

Participating Class Member during the Class Settlement Period. (Ex. 1 at ¶3.2.4; see also Ex. A to the Agreement [Class Notice].) Specifically, Individual Class Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (1) First, using the Class Information, the Administrator will compute the total number of eligible workweeks of all Participating Class Members collectively during the Class Settlement Period; this sum shall be known as the Workweek total; (2) Second, the Administrator will divide the Net Settlement Amount by the Workweek total to determine the settlement value for each eligible workweek (the “Workweek Value”); and (3) Third, the Administrator will multiply the number of eligible workweeks of a Participating Class Member during the Class Settlement Period by the Workweek Value to determine that Settlement Class Member’s Individual Class Payment. (*Id.*)

One-third (33.3%) of the Gross Settlement Amount to each Participating Class Member shall be deemed payment for settlement of claims for wages and expenses and will be subject to appropriate deductions and withholdings calculated and made by the Administrator. (Ex. 1 at ¶3.2.4.1.) Two-thirds (66.6%) of the Gross Settlement Amount to each Participating Class Member shall be deemed payment for settlement of claims for penalties and interest and other non- wage payments not subject to withholdings. (*Id.*)

The Agreement provides for a specific and detailed dispute process regarding Individual Class Payments. (See Ex. 1 at ¶8.6.)

The Individual PAGA Payment will be calculated as follows; (1) twenty-five percent (25%) of the PAGA Penalties (\$2,500.00) divided by the total number of PAGA Settlement Period Pay Periods worked by all aggrieved employees during the PAGA Settlement Period and (2) multiplying the result by each aggrieved employee’s PAGA Settlement Pay Periods. (See Ex. 1 at ¶3.2.5.1.)

Based on these calculations, the average potential recovery is \$1,539.22 per Class Member. (Paul Decl. ¶13.)

E. Class Notice

The Court approved the proposed Class Notice, and directed the mailing of the Notice by first-class mail to Class Members in accordance with the proposed implementation schedule. (Ly

Decl. ¶40.) The procedures for giving notice to the Class Members, as set forth in the Agreement and Plaintiffs’ Motion for Preliminary Approval and approved by the Court, have been fully and properly carried out. (Paul Decl. ¶4.)

To date, Xpand Legal received zero (0) requests to be excluded (“opt-outs”) from the proposed Agreement and zero (0) objections. (Paul Decl. ¶¶6-8.)

F. Check Mailed Settlement – No Reversion

The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement without the possibility of reversion of settlement funds to Defendant. Under the Agreement, every Class Member will receive a settlement check and Class Members do not need to submit a claim in order to receive a settlement check. Any funds that remain uncashed after the void date shall be turned over by the Administrator, with information for each Class Member who failed to timely cash his/her settlement check, to the State of California Controller’s Office Unclaimed Property Fund. (Ex. 1 at ¶4.4.3.)

**IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

Pursuant to California Code of Civil Procedure § 1781(f), “a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the Class in such manner as the court directs . . . .” In deciding whether to grant final approval to a proposed class action settlement under Code of Civil Procedure § 382, the court’s overriding concern is whether the proposed settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

A. The Settlement is Entitled to a Presumption of Fairness

“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.” (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and arm’s-length negotiations overseen by an experienced mediator. All settlement discussions were

made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Class Members. (Ly Decl. ¶41.) The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken place. (Ly Decl. ¶42.)

Second, the Parties engaged in informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. In addition, Defendant produced additional data and documents informally in advance of the mediation for purposes of settlement. This included all pay records regarding the employees who quarantined and all applicable policy documents. (Ly Decl. ¶43.) Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit. (Ly Decl. ¶44.)

Third, Class Counsel have significant experience in cases of this type, including several years prosecuting wage, hour, and working condition violations. (Ly Decl. ¶45.) Class Counsel is thus qualified to evaluate the class claims and viability of the defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Class Member of over \$1,539.22 is substantial, given the risks inherent in litigation and the defenses asserted. (Ly Decl. ¶46.)

Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there were zero (0) request to be excluded and no objectors. (Paul Decl. ¶¶6-7.) As all of the *Dunk* factors are satisfied, this settlement is entitled to a presumption of fairness.

B. The Court Should Approve This Class Action Settlement Because it Satisfies Each of the *Kullar* Factors

The case of *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128, set forth several factors that the Court should analyze in determining whether to approve a class action settlement. These factors include: (1) the strength of plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental

participant; and (8) the reaction of the class members to the proposed settlement.

In *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 409, the court clarified that a *Kullar* showing does not require the parties to submit the outer reaches of maximum possible recovery without taking into account the actual risks of certification, decertification, dispositive motions, and trial, so long as there is a record which allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Munoz*, 186 Cal. App. 4th at 409.

The proposed settlement satisfies each of these factors. Class Counsel conducted extensive informal discovery before entering into meaningful settlement negotiations in this matter. (Id at Ly Decl. ¶¶18-20.) This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. (Ly Decl. ¶47.) Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement. (Ly Decl. ¶48.)

1. The Strength of Plaintiffs’ Case

a) The Risks Associated with the Minimum Wage/Overtime Claim

California employees are entitled to compensation for all hours worked, which means “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (Title 8 Cal. Code of Regs., § 11050(2)(K); See *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 845, as modified on denial of reh’g (Aug. 29, 2018).) Time is compensable if an employee is “subject to the control of an employer” even if not working, or if an employee “is suffered or permitted to work” even if not “under the employer’s control, provided the employer has or should have knowledge of the employee’s work.” (*Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038, 1046, reh'g denied (May 13, 2020) (citations omitted.) An employer controls an employee if the employer directs an employee and the employee is unable to use their time how they wish. (Id. at p. 1047.) Other factors courts may consider include whether the activity is required, “the location of the activity, the degree of the employer’s control, whether the activity primarily benefits the employee or employer, and whether the activity is enforced through disciplinary measures.” (Id. at p. 1056; *Cf. Gibbs v. TWC*

1 *Administration, LLC* (S.D. Cal., Jan. 3, 2020, No. 17CV01513DMSAGS) 2020 WL 42768, at  
2 \*9(denying Defendant’s motion for summary judgment when plaintiff-employees conducted off-  
3 the-clock pre-shift activity in preparation to start work right when they clocked in).)

4 Defendants argued that this was not compensable time and that the hours worked were  
5 “pre-employment” hours, and therefore, were uncompensated. (Ly Decl. ¶49.)

6 i. Plaintiff and Class Members Were Essentially on “Standby”  
7 For Each of the Five Days in Quarantine

8 On-call time, otherwise known as “standby,” also constitutes hours worked and must be  
9 compensated if it characterized as “controlled” rather than “uncontrolled” time. Whether or not  
10 standby time is “controlled” depends on the facts of each case. *Mendiola v. CPS Security Solutions,*  
11 *Inc.* 60 Cal.4th 833, 840 (2015) [the level of the employer’s control over its employees is  
12 determinative of whether on-call or standby time must be compensated as hours worked].)  
13 “Controlled” standby occurs when an employee is required to remain on call such that he cannot  
14 use the time effectively for his own purposes, and all such time is considered hours worked. (See  
15 *Oliver v. Mercy Medical Center, Inc.*, 695 F.2d 379, 380 (9th Cir. 1982); see also *Seymore v.*  
16 *Metson, Inc.*, 194 Cal.App.4th 361 (2011).) In *Gomez v. Lincare, Inc.*, 173 Cal.App.4th 508 (2009),  
17 the Court of Appeal adopted the Ninth Circuit’s non-exclusive list of factors, none of which is  
18 dispositive, to determine whether the employee was free to use time for his or her own purposes:  
19 “(1) whether there was an on-premises living requirement; (2) whether there were excessive  
20 geographical restrictions on employee's movements; (3) whether the frequency of calls was unduly  
21 restrictive; (4) whether a fixed time limit for response was unduly restrictive; (5) whether the on-  
22 call employee could easily trade on-call responsibilities; (6) whether use of a pager could ease  
23 restrictions; and (7) whether the employee had actually engaged in personal activities during call-  
24 in time.” (*Id.* at 523-524.)

25 In *Mendiola*, the California Supreme Court ruled that security guards who resided on site  
26 were entitled to compensation for on-call hours, including sleep time as they were required to sleep  
27 on the premises. They could not leave the work site and when they were relieved, they had to  
28 report where they were going, how long they would be away for, were subject to recall, and could

1 not be more than 30 minutes away. Moreover, the guards could only be relieved if a reliever was  
2 available. Additionally, there were also restrictions placed on nonemployee visitors, pets, and  
3 alcohol use. The court further noted that whether the “on-call waiting time...is spent primarily for  
4 the benefit of the employer and its business.” (*Mendiola*, 60 Cal.4th at p. 841.)

5 Here, Plaintiff and Class Members were under “controlled” standby during the entire  
6 quarantine period and were not free to use their time for his or her own purposes. (Ly Decl. ¶50.)  
7 While Defendants argue that they did not restrict or control what Plaintiff and Class Members did  
8 inside their hotel rooms, the mere requirement of having to stay in a hotel room for five (5)  
9 consecutive days as a term and condition of employment is equal to having an “on-premises living  
10 requirement” for the job and were required to sleep on the premises, as the security guards did in  
11 *Mendiola*. (*Gomez*, supra, 173 Cal.App.4th at p. 523; *Mendiola*, supra, 60 Cal.4th at p. 841.) (Ly  
12 Decl. ¶51.) Similarly, Defendants geographically restricted Plaintiff’s and Class Members’  
13 movements by requiring them to stay either in their hotel rooms for the entire quarantine period or  
14 seek permission to leave their hotel rooms. (*Id.*) Furthermore, like the security guards in *Mendiola*  
15 who could only be relieved if there was a reliever, Plaintiff and Class Members were only  
16 permitted to leave their rooms if there was an available escort to accompany them. (Ly Decl. ¶52.)  
17 Plaintiff and Class Members were not free to leave the hotel premises, or even their hotel rooms,  
18 and were under Defendants’ complete control the entire quarantine period. (*Id.*) Ultimately, the 5-  
19 day quarantine period was not only for the primary benefit of Defendants, but it was solely for  
20 their benefit, because Plaintiff and Class Members could have quarantined in their residences or  
21 elsewhere free from Defendants’ control.

22 Plaintiff and the Class Members were paid a day rate of \$300.00 during the five day  
23 quarantine. (Ly Decl. ¶53.) Plaintiff maintains that they were under the control of Defendant and,  
24 as such, all the time spent in the quarantine, with the exception of the time spent sleeping, should  
25 be compensated. (Ly Decl. ¶54.)

26 Defendants argued that this was not compensable time and that the hours worked were  
27 “pre-employment” hours, and therefore, were uncompensated. (Ly Decl. ¶55.) Additionally,  
28 Defendants argued that the time spent sleeping, should not be compensated time. (Ly Decl. ¶56.)

ii. Defendants also Failed to Pay Overtime/Minimum Wages for the Time Plaintiff and Class Members were in Quarantine

Additionally, California workers are statutorily entitled to overtime compensation, unless they are properly classified as falling within one of the narrow exemption categories. Under California law, “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).) Furthermore, “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).)

Labor Code §1197.1. provides that: (a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and waiting time penalties.

Defendants failed to maintain a policy that compensates non-exempt employees for all hours worked, including overtime and minimum wages. Defendants required Plaintiff and Class Members to self-quarantine for multiple consecutive days in exchange for \$300 per day without overtime pay. (Ly Decl. ¶57.) The entire time spent by Plaintiff and the Class Members during quarantine is compensable. (*Id.*) Further, all hours must be paid at the statutory agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Defendants failed to compensate Plaintiff and the Class Members for each hour they were in days-long quarantine. (Ly Decl. ¶58.)

As such, Defendants’ payment to Plaintiff and the Class Members at a daily salary of \$300 falls below the legally required minimum wage. (Ly Decl. ¶59.) As a direct and proximate cause of the aforementioned violation, Defendants failed to pay Plaintiff and the Class Members the minimum wage for each hour worked. (Ly Decl. ¶60.) Plaintiff is informed and believes and thereon alleges that Defendants’ failure to pay the minimum wage for each hour worked, as described herein, was done willfully.

1 During the Class Period, Defendants failed to compensate Plaintiff and the Class Members  
2 for any overtime hours worked as required under the foregoing provisions of the California Labor  
3 Code and the applicable IWC Wage Order by, among other things, failing to pay overtime at one  
4 and one-half (1½) times or double the regular rate of pay. (Ly Decl. ¶61.) Additionally, Defendants  
5 failed to maintain a policy that compensates non-exempt employees an amount equal to or greater  
6 than the minimum wage for all hours worked. (Ly Decl. ¶62.) All hours must be paid at the  
7 statutory agreed rate and no part of this rate may be used as a credit against a minimum wage  
8 obligation. (*Id.*)

9 Defendants argued that this was not compensable time and that the hours worked were  
10 “pre-employment” hours, and therefore, were uncompensated. (Ly Decl. ¶63.) Additionally,  
11 Defendants argued that the time spent sleeping, should not be compensated time. (Ly Decl. ¶64.)

12 b) The Risks Associated with the Meal Break Claim

13 California law requires employers to provide employees a duty-free, uninterrupted thirty  
14 (30) minute meal period when an employee works more than five (5) hours in a workday, and it  
15 must be provided within the first five (5) hours the employee works. Lab. Code 512; IWC Wage  
16 Order 16-2001, §11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4<sup>th</sup>  
17 1004. Employers must also provide employees with a second duty-free, uninteru0pted thirty (30)  
18 minute meal period when an employee works more than (10) hours in a workday, and it must be  
19 provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under  
20 the following circumstances: (1) if an employee’s total work period in a day is over five (5) hours  
21 but no more than six (6) hours, the required meal period may be waived by mutual consent of the  
22 employer and employee, and (2) if an employee’s total work period in a day is over ten (10) hours  
23 but no more than twelve (12) hours, the required second meal period may be waived by mutual  
24 consent of the employer and employee, but only if the first meal period was not waived. *Ibid.*

25 Under this rule, “[e]mployers must afford employees uninterrupted half-hour periods in  
26 which they are relieved of any duty or employer control and are free to come and go as they  
27 please.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1037.) In order for a meal  
28 period to qualify as a lawful break under California law, an employer must (1) relieve its

employees of all duty; (2) relinquish control over their activities; (3) permit them a reasonable opportunity to take an uninterrupted 30-minute break; and (4) not impede or discourage them from doing so. (*Id.* At p. 1040.) Lastly, employees must be free to leave the premises during breaks. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269 [an employer that limits where an employee can take a meal or rest break does not “relinquish control over how employees spend their time”].)

Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed or improper (e.g., less than 30 minutes, interrupted meal period, first meal period provided after 5 hours, second meal period provided after 10 hours) meal period. Lab. Code §226.7; IWC Wage Order 16-2001, §11(B) (“If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided”); *Brinker*, supra, 53 Cal.4th 1004.

Defendants violated California’s meal break laws by not allowing Plaintiff and Class Members to take actual daily meal breaks. (Ly Decl. ¶65.) Because Plaintiff and Class Members were required to remain inside their hotel rooms during the entire quarantine period, including during their meal and rest breaks, they were not able to take lawful uninterrupted meal periods. (Ly Decl. ¶66.) Plaintiff and Class Members needed to abide by Defendants’ Quarantine Policies in order to avoid the possibility of disciplinary measures. (*Id.*) Plaintiff maintains that Defendants limited where he and Class Members can take a break and Defendants maintained a consistent policy and practice of failing to relinquish control over how he and Class Members can spend their time for breaks. (Ly Decl. ¶67.)

Defendants thus failed to maintain a company meal period policy compliant with California law and failed to provide Plaintiff and Class Members with proper meal periods. Liability for a group of similarly situated employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable wage orders requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker*, supra, 53 Cal.4th 1004.

1 Defendants argued that this was not compensable time and that the hours worked were  
2 “pre-employment” hours, and therefore, were uncompensated. (Ly Decl. ¶68.) Additionally,  
3 Defendants argued that the Class Members were free to do whatever they wanted at all times,  
4 including take breaks. (Ly Decl. ¶69.)

5 c) The Risks Associated with the Rest Break Claim

6 Under IWC Wage Order No. 4, every employer shall authorize and permit all employees  
7 to take rest periods. Employees are entitled to a paid ten-minute rest break for every four hours  
8 worked, or major fraction thereof. (Cal. Code Regs., tit. 8, § 11040, subd. 11(A).)

9 The *Brinker* court clarified what steps an employer must take to make rest breaks available  
10 to its employees:

11 An employer is required to authorize and permit the amount of rest break  
12 time called for under the wage order for its industry. If it does not—if, for  
13 example, it adopts a uniform policy authorizing and permitting only one rest  
14 break for employees working a seven-hour shift when two are required—it  
15 has violated the wage order and is liable. No issue of waiver ever arises for  
16 a rest break that was required by law but never authorized; if a break is not  
17 authorized, an employee has no opportunity to decline to take it.

18 (*Ibid.*)

19 The California Supreme Court further refined requirements for rest periods, holding that  
20 employees must be relieved of all duty and employer control and free to leave the premises during  
21 rest breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 270 (2016) [“[A] rest period means  
22 an interval of time free from labor, work, or any other employment-related duties. And employees  
23 must not only be relieved of work duties, but also be freed from employer control over how they  
24 spend their time.”].)

25 The 10-minute rest break must be a net 10-minutes in a suitable rest area. None of the time  
26 allotted for rest breaks can be consumed by the time it takes to get to a suitable rest area. See  
27 *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 267-268 (2016) (relying on 1/3/86 and  
28 2/22/02 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest breaks  
means 10-minutes of time in a rest area and cannot include time it takes to get to and from the rest  
area). The employer must show that it clearly articulates the right to rest periods and rest periods  
of net ten minutes, which means it must clearly communicate “net” ten minutes means and that,

1 regardless of what happens along the way to or from the rest area, employees are entitled to a full  
2 ten-minutes in the rest area. See *Bufile v. Dollar Fin. Grp., Inc.* (2008) 162 Cal.App.4th 1193, 1199  
3 (the “onus is on the employer to clearly communicate the authorization and permission [to take  
4 meal and rest breaks] to its employees.”)

5 Here, just as with meal periods, Defendants maintained a consistent policy of failing to  
6 provide Plaintiff and the Class Members with rest breaks of not less than ten (10) minutes per four  
7 (4) hour work period or major fraction thereof. (Ly Decl. ¶70.) Plaintiff and Class Members were  
8 unable to take compliant rest breaks due to the strict Quarantine Policy enforced by Defendants,  
9 requiring Plaintiff and Class Members to remain in their hotel rooms during their breaks. (Ly Decl.  
10 ¶71.)

11 Just as with meal periods, even when Plaintiff and Class Members were able to take a rest  
12 break, they were subject to the control of Defendants’ management. The same general rule cited  
13 above as to Plaintiffs’ and Class Members’ meal periods also applied to rest periods. (Ly Decl.  
14 ¶72.) Plaintiff and other Class Members were not permitted to leave Defendants’ premises without  
15 the management’s approval and an escort. (*Id.*) Plaintiff maintains that Defendants also limited  
16 where he and Class Members can take a break and Defendants maintained a consistent policy and  
17 practice of failing to relinquish control over how he and Class Members can spend their time for  
18 breaks. (Ly Decl. ¶73.)

19 Plaintiff and the Class Members were not compensated with one (1) hour of wages at the  
20 regular rate of compensation for each missed rest period as required by Labor Code § 226.7. (Ly  
21 Decl. ¶74.) *Ferra v. Loews Hollywood Hotel, LLC* requires the rest period premium payments must  
22 include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses),  
23 and cannot simply be paid at an employee’s base hourly rate. (*Id.*)

24 Defendants argued that this was not compensable time and that the hours worked were  
25 “pre-employment” hours, and therefore, were uncompensated. (Ly Decl. ¶75.) Additionally,  
26 Defendants argued that the Class Members were free to do whatever they wanted at all times,  
27 including take breaks. (Ly Decl. ¶76.)

28 d) The Risks Associated with the Inaccurate Wage Statement Claims

1 California Labor Code § 226(a) requires that employers furnish to his or her employee,  
2 either as a detachable part of the check, draft, or voucher paying the employee's wages, or  
3 separately if wages are paid by personal check or cash, an accurate itemized statement in writing  
4 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece  
5 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
6 deductions, provided that all deductions made on written orders of the employee may be  
7 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for  
8 which the employee is paid, (7) the name of the employee and only the last four digits of his or her  
9 social security number or an employee identification number other than a social security number,  
10 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates  
11 in effect during the pay period and the corresponding number of hours worked at each hourly rate  
12 by the employee. (Labor Code §§ 226(a).)

13 Here, Defendants failed to issue Plaintiff and the Class Members accurate itemized wage  
14 statements showing all gross wages, total hours worked, deductions made, net wages, the legal  
15 name and address of the entity that is the employer, and applicable hourly rates in effect during  
16 the pay period and the corresponding number of hours worked at each hourly rate by the employee.  
17 (Ly Decl. ¶77.)

18 As this is a derivative claim, the same risks present for the above claims were present for  
19 this claim. (Ly Decl. ¶78.)

20 e) The Risks Associated with the Waiting Time Penalty Claim

21 Under Labor Code section 203, if an employer fails to provide wages at the time of an  
22 employee's termination or within seventy-two (72) hours of resignation, then the employee's  
23 wages shall continue as a penalty for up to thirty (30) days. (Labor Code § 203.) Section 203  
24 reflects a public policy that favors the full and prompt payment of earned wages. (See, e.g.,  
25 *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7; *Mamika v. Barca* (1998) 68  
26 Cal.App.4th 487, 492.)

27 Here, Plaintiff and numerous Class Members are no longer employed by Defendants. (Ly  
28 Decl. ¶79.) Due to Defendants' failure to pay all wages, including minimum wages, and meal and

rest period premiums as detailed above, Defendants failed to pay all wages owed and due upon their termination and/or resignation. (Ly Decl. ¶80.) Defendants' actions were willful, as they have intentionally failed or refused to perform an act which was required to be done. (Ly Decl. ¶81.) (See *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.) "The failure to pay is willful if the employer 'knows what [it] is doing [and] intends to do what [it] is doing', and does not also require proof that the employer acted with "a deliberate evil purpose to defraud work[ers] of wages which the employer knows to be due.'" (*Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859, 868.) Defendants was fully aware of its payment policies and practices and intended to carry out said policies and practices. Therefore, Defendants are liable for damages.

Defendants filed a Motion for Summary Adjudication on this very issue. (Ly Decl. ¶82.) These penalties made up the bulk of the damages. (Ly Decl. ¶83.) If the failure to pay wages was not willful, the value of the case was far less. (Ly Decl. ¶84.)

f) The Risks Associated with the PAGA Claim

California's Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., permits private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of \$100 per employee per pay period for the initial violation and \$200 for subsequent violations.

PAGA's statutory penalties are available for violations of Labor Code sections 201-203, 226(a), 510, 512, 1194, and 1199, as stated in Labor Code section 2699.5. Labor Code section 2699(f) provides, in relevant part, "[f]or all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." In addition, the statute provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (Labor Code § 2699(g)(1).)

As each penalty corresponds to an independent Labor Code violation, the penalties are

1 aggregated consistent with PAGA’s purpose. (See *Gonzalez v. Core Civic of Tennessee, LLC* (E.D.  
2 Cal., Sept. 13, 2018, No. 116CV01891DADJLT) 2018 WL 4388425, at \*8 [PAGA penalties may  
3 be “stacked” when multiple violations are at issue, and “there is no obvious reason to use  
4 ‘unstacked’ calculations to estimate the value of the case” when determining whether to approve  
5 a PAGA settlement.].) As such, Defendants is liable for PAGA penalties for each Labor Code  
6 violation per pay period.

7 The Parties discounted the PAGA claim for multiple reasons. (Ly Decl. ¶85.) First, the  
8 aggrieved employees’ PAGA claims are derivative of all the foregoing class claims. (Ly Decl.  
9 ¶86.) Second, a court has discretion to award less than the maximum penalty. (Ly Decl. ¶87.)  
10 Labor Code § 2699(e)(2) (“a court may award a lesser amount than the maximum civil penalty  
11 amount specified by this part if, based on the facts and circumstances of the particular case, to do  
12 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory”). See  
13 e.g., *Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647, 669  
14 (affirming award of 10% of maximum PAGA penalty). Finally, the Settlement Class is  
15 compensated for these violations in the proposed Agreement, and thus any PAGA recovery for  
16 these same violations would be duplicative. As such, the Agreement’s contemplated PAGA  
17 payment of \$10,000.00 is appropriate. (Ly Decl. ¶88.) See *Nordstrom Commissions Cases*, 186  
18 Cal.App.4th 576, 589 (2010) (affirming settlement allocating \$0 of \$6.4 million settlement to  
19 PAGA penalties).

20 Additionally, most of the aggrieved employees signed a full release of their claims and  
21 received compensation. (Ly Decl. ¶89.)

## 22 2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

23 There is significant expense associated with the class certification process, which the  
24 Parties can avoid by entering into the contemplated Agreement now. (Ly Decl. ¶90.) If the Court  
25 did eventually certify a class, trial of a case involving approximately 17 Settlement Class Members  
26 would require the retention of expensive expert witnesses, the accrual of extensive litigation costs,  
27 and a significant time overlay by the parties. (Ly Decl. ¶91.) Moreover, given the complexity and  
28 unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted

1 in a lengthy and costly appeal. (Ly Decl. ¶92.) An appeal would result in further delay for the  
2 Settlement Class Members who are waiting for a resolution in this matter. (*Id.*)

3 3. The Risk of Maintaining Class Action Status through Trial

4 This case has not been certified to be tried as a class action. (Ly Decl. ¶93.) While Plaintiff  
5 believes there is strong evidence to support certification, certification is always hard fought and  
6 subject to judicial discretion. Moreover, in class actions, decertification is always a possibility.  
7 (*Id.*) In attempting to certify a class, the parties would need to conduct multiple depositions,  
8 including of the Class Representative and of several person(s) most knowledgeable regarding  
9 Defendants' wage and hour policies. (*Id.*) There is a risk for both sides as to what these depositions  
10 will reveal and whether they will support class certification to the extent expected. (*Id.*)

11 4. The Amount Offered in Settlement

12 It was very difficult for the Parties to reach this Settlement of \$100,000.00. (Ly Decl. ¶94.)  
13 This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. (Ly Decl.  
14 ¶95.) The Parties arrived at it after extensive investigation and discovery, careful evaluation of the  
15 law, risks, and all information substantiating the amount of penalties reasonably likely to be  
16 awarded to the class were the trier of fact to find Defendant liable, and the assistance of an  
17 experienced mediator, Lisa Klerman, Esq. (*Id.*)

18 a) Plaintiff's Assessment of Defendant's Wage Claims Exposure

19 Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any discount,  
20 at approximately \$55,000.00. (Ly Decl. ¶96.) This calculation assumed that Settlement Class was  
21 owed wages for 8 additional hours (4 hours of overtime pay and 4 hours of doubletime pay) for  
22 the five day quarantine period. (Ly Decl. ¶97.) Plaintiff used an hourly average rate of \$37.50 per  
23 hour. (Ly Decl. ¶98.) With an hourly rate \$37.50 for 17 Class Members, for a five day quarantine,  
24 the overtime and double time claims amount to \$44,625.00. (Ly Decl. ¶99.) Each Class Member  
25 is entitled to \$225.00 for the four hours of overtime and \$300.00 for the four hours of double time.  
26 (*Id.*) This is \$525.00 a day owed for five days of quarantine. (Ly Decl. ¶100.)

27 The full value of the Meal claim, without any discount, was approximately \$5,000.00 for  
28 approximately 95 days of quarantine for the 17 Class Members. (Ly Decl. ¶101.) For the reasons

1 above, Plaintiff determined that accepting a discount was appropriate. (Ly Decl. ¶102.)

2 The full value of the Rest Period claim, without any discount, was approximately  
3 \$5,000.00. (Ly Decl. ¶103.) For the reasons above, Plaintiff determined that accepting a discount  
4 of the full amount was appropriate. (Ly Decl. ¶104.)

5 If we assume 1 meal and 1 rest penalty a day for all 17 Class Members, the meal period  
6 claim/rest period claim is approximately \$3,187.50 each, or \$6,375.00. (Ly Decl. ¶105).

7 Plaintiff valued the Wage Statement Claim, without discount, at approximately \$2,000. (Ly  
8 Decl. ¶106.) Plaintiff used \$100 for each wage statement issued (pay period). Each Class Member  
9 worked 1 pay period, as such the Wage Statement Claim is worth approximately \$2,000 (\$100.00  
10 per pay period). (Ly Decl. ¶107). Due to the risk discussed above that 226(a) liability wouldn't  
11 attach under *Naranjo* and *Maldonado*, Plaintiff determined that a steep discount of this claim was  
12 fair for settlement purposes. (Ly Decl. ¶108.)

13 Plaintiff valued the Waiting Time Claim at approximately \$400,000.00. (Ly Decl. ¶109.)  
14 Each Class Member is former employee. (Ly Decl. ¶110). As such the Waiting Time penalties  
15 owes are \$825.00 a day(8 hours of regular pay, 4 hours of overtime pay, and 4 hours of double  
16 time pay) for 30 days for each of the 17 employees. (Ly Decl. ¶111). This comes to \$420,750.00.  
17 (*Id.*) Considering the derivate nature of Labor Code §203, the dispute over whether class members  
18 were owed any wages, and the disagreement as to whether this was a willful failure to pay or a  
19 mistake, Plaintiff determined that accepting a discount on this claim was appropriate. (Ly Decl.  
20 ¶112.)

21 Finally, Plaintiff calculated the value of the PAGA claim at between \$4,900 (if no penalties  
22 were stacked) and \$19,600 (if penalties are stacked) (using \$100 per pay period). (Ly Decl. ¶113.)  
23 The main risk taken into account with PAGA is the discretionary nature of the penalty award and  
24 the fact that most of the aggrieved employees entered into full releases of their claims. (Ly Decl.  
25 ¶114.) A judge can award the statutory maximum of \$100 for the initial violation and \$200  
26 thereafter or – in theory – one cent per wage statement. (Ly Decl. ¶115.) While there is a dearth of  
27 available authority, in Plaintiff's view, were he to succeed on any of the underlying Labor Code  
28 violations, it is not likely that a Judge would also award a large amount of penalties of top of any

1 damages recovered. (Ly Decl. ¶116.)

2 Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the  
3 Settlement Class Members' claims was approximately \$486,000.00. (Ly Decl. ¶117.) However, as  
4 a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount  
5 of \$100,000.00 is fair and reasonable. (Ly Decl. ¶118.)

6 5. The Extent of Discovery Completed and Stage of the proceedings

7 As outlined above, Class Counsel conducted a thorough investigation into the facts of the  
8 claims alleged. (Ly Decl. ¶119.) The agreement to settle did not occur until Class Counsel  
9 exchanged and possessed sufficient information to make an informed judgement regarding the  
10 likelihood of success and the results that could be obtained through further litigation. (*Id.*)

11 6. The Experience and Views of Counsel

12 Kingsley Szamet & Ly is very experienced in prosecuting employment litigation, and the  
13 firm has focused its practice since 2000 on wage, hour, and working condition violations. (Ly  
14 Decl. ¶¶120-122.) The firm is well versed in class action litigation and has diligently and  
15 aggressively pursued this action. (*Ibid.*) Kingsley Szamet & Ly currently serves as Class Counsel  
16 for dozens of pending class action lawsuits in Northern, Central, and Southern California. (*Ibid.*)  
17 A list of representative cases is included in the accompanying declaration of Liane Katzenstein  
18 Ly. (Ly Decl. ¶¶120-121.) After factoring in the risks explained above, Class Counsel believes  
19 that the proposed settlement is fair and reasonable. (Ly Decl. ¶122.)

20 7. The Presence of a Governmental Participant

21 There is no governmental participant in this action. (Ly Decl. ¶123.)

22 8. The Proposed Plan of Allocation Is Fair and Reasonable

23 Plans of allocation are subject to the same standard of review as class action settlements;  
24 they must be "fair, adequate and reasonable." (See, e.g., *Officers for Justice v. Civil Service*  
25 *Comm'n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation  
26 compensates Settlement Class Members pro rata based on the number of work weeks worked by  
27 the Settlement Class Member during the Class Settlement Period. The lump sum payment to each  
28 member of the Settlement Class not excluding him/ herself will be determined by dividing the Net

1 Settlement Amount by the total number of Eligible Workweeks worked by all members of the  
2 Settlement Class during the Settlement Period and then multiplying the Weekly Amount by the  
3 number of Eligible Workweeks by the individual class member as determined by the  
4 Administrator. This allocation distributes Settlement funds proportionally to each class member's  
5 damages, and should therefore be approved as fair, adequate, and reasonable. (Ex. 1 at ¶3.2.4.)

6 9. The Reaction of the Class Members to the Proposed Settlement

7 To date, there are zero (0) requests to be excluded from the proposed Agreement and zero  
8 (0) objections. (Paul Decl. ¶¶6-7.) Such indicates that the reaction of Class Members on the whole  
9 is positive and weighs in favor of approval.

10 **V. ENHANCEMENT TO PLAINTIFF**

11 Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class Representative  
12 Emmanuel Wright for his work on behalf of the Class. (Ly Decl. ¶163.) "Courts routinely approve  
13 incentive awards to compensate named plaintiffs for the services they provide and the risks they  
14 incurred during the course of the class action litigation." *Ingram v. The Coca-Cola Company*, 200  
15 F.R.D. 685, 694 (N.D. Ga 2001) (internal quotations and citations omitted); *see also Van Vranken*  
16 *v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). In *Coca-Cola*, the Court  
17 approved service awards of \$300,000 to each named plaintiff in recognition of the services they  
18 provided to the class by responding to discovery, participating in the mediation process, and taking  
19 the risk of stepping forward on behalf of the class. *Coca-Cola*, 200 F.R.D. at 694; *see also, e.g.*  
20 *Van Vranken*, 901 F. Supp. at 299 (approving \$50,000 participation award to plaintiffs); *Glass v.*  
21 *UBS Financial Services, Inc.*, Case No. C-06-4068 MMC, 2007 WL 227862, at \*17 (N.D. Cal.  
22 Jan. 26, 2007) (approving \$25,00 enhancement to each named plaintiff).

23 Mr. Wright is an adequate class representative because he has diligently, adequately and  
24 fairly represented the Class and has not placed his interests above any member of the Class. (*see*  
25 Declaration of Emmanuel Wright ("Wright Decl.") ¶¶4-8.)

26 Here, Class Counsel requests an enhancement for Mr. Wright's valiant effort and time  
27 expended in this matter. The time spent by Emmanuel Wright is significant and includes  
28 researching and retaining competent counsel; providing information to Class Counsel regarding

1 the nature of the work at Defendants; compiling relevant documents; working closely with Class  
2 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the  
3 status of the case with Class Counsel; discussing the case via telephone with many Settlement  
4 Class Members; making himself available for a full-day of mediation; and responding promptly to  
5 Class Counsel’s communications regarding settlement. (Ly Decl. ¶165; Wright Decl. ¶¶5-6.) As  
6 set forth in the Agreement, Plaintiff also entered into a second settlement with Defendants for  
7 \$5,000.00 that includes a general release of liability pursuant to Civil Code Section 1542. (Ly  
8 Decl. ¶166; Ex. 1 at ¶3.2.1.)

9 Class Counsel considers this to be a fair and reasonable enhancement. (Ly Decl. ¶167.)  
10 The enhancement takes into consideration the time, effort, and expense incurred by Mr. Wright in  
11 coming forward to litigate this matter on behalf of all Class Members. (Ly Decl. ¶168.)  
12 Additionally, the Class Representative was at risk for paying for Defendant’s legal fees and costs  
13 in the event that Defendant prevailed at trial. (Ly Decl. ¶169.)

#### 14 **VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

15 As indicated on the Proof of Service, Plaintiff’s Motion for Final Approval of Class Action  
16 Settlement (“Motion”) will be concurrently uploaded to LWDA website on the date this Motion is  
17 filed as required by statute. Proof of submission of Plaintiff’s Motion, all related documents, and  
18 copy of the email from the LWDA confirming receipt is attached to the Declaration of Liane  
19 Katzenstein Ly as Exhibit “7.” (Ly Decl. ¶173.)

#### 20 **VII. CONCLUSION**

21 Plaintiff respectfully submits that the proposed Agreement is fair, adequate, reasonable,  
22 and in the best interest of the Class. Therefore, Plaintiff respectfully requests that the Court (1)  
23 grant Final Approval; (2) award attorneys’ fees and costs; (3) award Xpand Legal claims  
24 administration fees of \$3,500.00; (4) award the Class Representative an enhancement of  
25 \$5,000.00; and (5) enter judgment.

1 DATED: May 22, 2024

KINGSLEY SZAMET & LY

2  
3 By:

  
\_\_\_\_\_  
Liane Katzenstein Ly  
Attorneys for Plaintiff EMMANUEL WRIGHT and  
the proposed class

**(PROOF OF SERVICE)**  
**[CCP 1013(a)(3)]**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 22, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

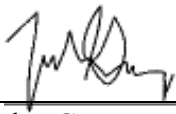
|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Maria C. Rodriguez<br>mcrodriguez@mwe.com<br>Chris Braham<br>cbraham@mwe.com<br>Ariel Beverly<br>abeverly@mwe.com<br>Yvonne Rivera<br>yrivera@mwe.com<br>Cindy Liu<br>cliu@mwe.com<br>McDermott Will & Emery LLP<br>2049 Century Park East, Suite 3200<br>Los Angeles, CA 90067-3206<br>Attorneys for Defendants | Frank H. Kim<br>fkim@kim-legal.com<br>KIMLEGAL, APC<br>3435 Wilshire Blvd, Suite 2700<br>Los Angeles, CA 90010<br><br>Attorneys for Plaintiff |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

**[XX] BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

**[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE):** On interested Parties set forth on the service list.

**[XX] (STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 22, 2024, at Los Angeles, California.

  
\_\_\_\_\_  
Taylor Gregg